

| PROGRAM 2422S | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|------------------------|--------|--------------|----------------|-----------------|---------|------------------|---------|-------------------------|---------|--------------------------|---------|---------------------|---------|-----------------------|---------|---------------|---------|-------------------------|--------|--------------|------|--|
| March 23, 2020 - January 31, 2021 with 4 options through (January 2025) | | | | | | | | | | | | | | | | | | | | | | | | |
| | | COLEMAN DATA SOLUTIONS | | | COPY PRO LEGAL | | | DATASAVERS | | EDGE DIGITAL GROUP, INC | | GLOBAL DOCUMENT SERVICES | | GRAY GRAPHICS | | MELKEN SOLUTIONS, LLC | | OMNI PRO, INC | | PEETE CORP HOLDINGS INC | | | | |
| ITEM | | BASIS | | AKRON, OH | | LOS ANGELES, CA | | JACKSONVILLE, FL | | ARLINGTON, VA | | CHERRY HILL, NJ | | CAPITOL HEIGHTS, MD | | OVIEDO, FL | | MONTCLAIR, CA | | LAWRENCEVILLE, GA | | GPO ESTIMATE | | |
| OF | | AWARD | | UNIT RATE | COST | UNIT RATE | COST | UNIT RATE | COST | | | | | | | | | | | | | UNIT RATE | COST | |
| NUMBER | | ITEM DESCRIPTION | | | | | | | | | | | | | | | | | | | | | | |
| SCHEDULE OF PRICES | | | | | | | | | | | | | | | | | | | | | | | | |
| I. SCANNING: | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 603,000 | \$0.54 | \$325,620.00 | \$0.165 | \$99,495.00 | \$0.055 | \$33,165.00 | \$0.150 | \$90,450.00 | \$0.054 | \$32,562.00 | \$0.160 | \$96,480.00 | \$0.065 | \$39,195.00 | \$0.060 | \$36,180.00 | \$0.450 | \$271,350.00 | \$0.06 | \$36,180.00 | | |
| (a) | Scanning..... | 6,700 | \$0.54 | \$3,618.00 | \$0.165 | \$1,105.50 | \$0.055 | \$368.50 | \$0.690 | \$4,623.00 | \$0.054 | \$361.80 | \$0.500 | \$3,350.00 | \$0.065 | \$435.50 | \$0.060 | \$402.00 | \$0.550 | \$3,685.00 | \$0.06 | \$402.00 | | |
| (c) | Creation of PDF file (maximum of 500 pages)..... | 1,220 | \$4.50 | \$5,490.00 | \$1.00 | \$1,220.00 | \$0.25 | \$305.00 | \$3.21 | \$3,916.20 | \$0.00 | \$0.00 | \$25.00 | \$30,500.00 | \$5.00 | \$6,100.00 | \$0.10 | \$122.00 | \$0.00 | \$0.00 | \$1.52 | \$1,854.40 | | |
| TOTAL | | | | \$334,728.00 | | \$101,820.50 | | \$33,838.50 | | \$98,989.20 | | \$32,923.80 | | \$130,330.00 | | \$45,730.50 | | \$36,704.00 | | \$275,035.00 | | \$38,436.40 | | |
| DISCOUNT | | | 0.00% | \$0.00 | 2.00% | \$2,036.41 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.50% | \$164.62 | 1.00% | \$1,303.30 | 1.00% | \$457.31 | 1.00% | \$367.04 | 10.00% | \$27,503.50 | | | | |
| NET TOTAL | | | | \$334,728.00 | | \$99,784.09 | | \$33,838.50 | | \$98,989.20 | | \$32,759.18 | | \$129,026.70 | | \$45,273.19 | | \$36,336.96 | | \$247,531.50 | | | | |
| AWARDED | | | | | | | | | | | | | | | | | | | | | | | | |

BID INVITATION

U.S. GOVERNMENT PUBLISHING OFFICE
Atlanta, GA

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Litigation-Style Scanning of FOIA Case Files

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

Department of Treasury: Internal Revenue Service (IRS)

Single Award

CONTRACT TERM: The term of this contract is for the period beginning Date of Award and ending January 31, 2021, 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.

Direct all questions concerning these specifications to Renee Sessum at (404) 605-9160, ext. 32706 or e-mail rsessum@gpo.gov. Refer all other questions to the contract administrator, Amina Harvey at (404) 605-9160, ext. 32712 or email aharvey@gpo.gov.

BID OPENING: Bids due by 2:00 p.m., prevailing Atlanta, GA time, on January 30, 2020.

BID SUBMISSION: Submit bid to: U.S. Government Publishing Office (GPO), Atlanta Regional Office, 3715 Northside Parkway NW, Suite 4-305, Atlanta, GA 30327. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Atlanta Regional Office Fax No. (404) 605-9185 or (404) 605-9186. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitations Provisions of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 1-18)). TELEPHONE BIDS ARE NOT ACCEPTABLE.

BIDDERS, PLEASE NOTE: The GPO 910 Form is no longer required. Bidders are to fill out, sign/initial, as applicable, all pages of SECTION 4. – SCHEDULE OF PRICES.

THIS IS A NEW CONTRACT. No previous abstract is available.

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. 1-18)).

All GPO publications referenced in these specifications are available on the internet via the GPO website, <https://contractorconnection.gpo.gov/>.

GPO IMPRINT REQUIREMENT: GPO imprint requirement, GPO Contract Terms supplemental specifications, No.9 is waived.

SUBCONTRACTING: Subcontracting is not permitted.

QUALITY ASSURANCE STANDARDS: The following standards shall apply to these specifications:

All scanning must be in accordance with the Federal Agencies Digitization Guidelines Initiative (FADGI – http://www.digitizationguidelines.gov/guidelines/FADGI%20Federal%20%20Agencies%20Digital%20Guidelines%20Initiative-2016%20Final_rev1.pdf); September 2016 Technical Guidelines for Digitizing Cultural Heritage Materials, Creation of Raster Image Files. Bound Volumes: General Collection Standard.

Three Star (300 ppi, 8 or 16 bit).

Scanner Imaging Performance and Monitoring: Scanner performance and consistency during production shall be evaluated daily prior to scanning by the contractor with the DICE Device Level Target (available as the Golden Thread target from Image Science Associates). Contractor is responsible for obtaining targets and evaluation software.

If scanner performance drops below the required minimum FADGI level specified, the contractor shall stop all scanning and address the deficiency. Failure by the contractor to address the deficiency may require the contractor to re-scan documents at no expense to the Government. No extra time can be allowed for this re-scanning; such operations must be accomplished within the original production schedule allotted in the specifications.

Contractor shall capture a digital image of the DICE Device Level Target for each scanner being used at the start of each day's production. Additionally, if any changes are made to the scanner(s) (e.g., maintenance, calibration, and/or repair), the contractor shall capture digital images of the targets prior to scanning. In the event of an issue identified by the ordering agency, the ordering agency will provide the files to the GPO for evaluation.

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

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

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period.

Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award through January 31, 2021, 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 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.

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.

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. 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)

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.

PRIOR TO AWARD REQUIREMENT: The contractor **MUST** complete the IRS "Contractor Self-Assessment." This assessment is to assist IRS to determine where the contractor stands in reference to meeting various levels of security as set out by IRS Physical/Cyber security standards and what need to be done to assist them in preparing for the actual on-site contract security assessment visit as described below.

PERSONNEL SECURITY AND ANNUAL TRAINING REQUIREMENTS: 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.

Upon award of contract, the IRS will provide the necessary forms and instructions to the contractor. Within 10 workdays 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 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 done 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).

Other employees will be screened on an "as needed" basis. All employees will receive a moderate level security clearance initially, which may be raised, as applicable, if deemed necessary by the IRS at any time during the contract.

All applicable employees **MUST** be fingerprinted. Fingerprinting must be done at a GSA Credentialing Station. When the employee receives an email in reference to fingerprinting, the employee shall schedule an enrollment appointment. Any costs for fingerprinting not conducted at an approved credentialing location will be borne by the contractor. Travel to and from the credentialing office will be borne by the contractor.

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 review and initial Notice 1379 ((Rev. 3-2008) (Tax Record Check Notice)). The IRS Contractor Lifecycle Management (CLM) office may request additional forms to complete their investigation.

SUBMISSION OF SECURITY FORMS AND RELATED MATERIALS (MAY 2013): As described in Department of the Treasury Security Manual (TD P 15-71), Chapter I, Section 1, Position Sensitivity and Risk Designation, contractor personnel assigned to perform work under an IRS contract/order must undergo security investigative processing appropriate to the position sensitivity and risk level designation associated to determine whether the contractor personnel should be permitted to work in the identified position.

Contractor personnel performing under an agreement that authorizes unescorted access to and in IRS facilities, and access to sensitive but unclassified information or information systems are subject to (and must receive a favorable adjudication or affirmative results with respect to) the following eligibility/suitability pre-screening criteria, as applicable:

- (1) IRS account history for tax compliance;
- (2) Selective Service registration compliance;
- (3) U.S. citizenship/residency compliance;
- (4) Background investigation forms;
- (5) Credit report results (moderate and high risk investigations only);
- (6) Federal Bureau of Investigation fingerprint results; and,
- (7) If applicable, prior background investigations.

In this regard, the contractor shall furnish the following electronic documents to the Contractor Security Management (CSM) at CSM@irs.gov or CSLP@irs.gov within 10 workdays of assigning (or reassigning) an employee to this contract/order and **prior** to the contract employee performing any work thereunder.

The IRS provided Risk Assessment Checklist (RAC), and **ALL** required security forms (for new contractor employees) are available through the publicly accessible website for IRS: <https://www.irs.gov/uac/procurement>.

Tax Compliance, Credit Checks, and Fingerprinting: Contractor personnel whose contract/order exceeds 180 calendar days must be eligible for access, per certification of tax compliance, and shall undergo, at a minimum a National Agency Check and Inquiries as a condition of work under the contract/order, to include a credit check and fingerprinting.

If the duration of employment is less than 180 calendar days or access is infrequent (e.g., 2 or 3 days per month) and the contractor requires unescorted access, the contractor employee must be eligible for access, per certification of tax compliance, and require at a minimum a fingerprint check (Special Agreement Check).

With the exception of contractors who need access to IT systems, no background investigation or tax check is necessary if the duration of employment is less than 180 calendar days or access is infrequent when there is escort provided by an IRS employee or an approved contractor employee at the same or higher position risk level.

The contractor employee will be permitted to perform under the contract and have access to IRS facilities only upon notice of an interim or final approval, as defined in Internal Revenue Manual (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," IRM 10.2.14, "Methods of Providing Protection," and IRM 10.8.1, "Policy and Guidance." As prescribed in IRM 10.23.2, escorting in lieu of staff-like access for IT systems will not be allowed.

Information Security Awareness and Training: The contractor shall comply with IRS mandatory annual Computer Security Awareness briefings, Unauthorized Access (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), which 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 particular, the UNAX training and Computer Security Awareness training, which is conducted annually and is 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 IRS printing specialist and to the Mission Assurance Security Services Awareness and Training Team.

SENSITIVE BUT UNCLASSIFIED (SBU) SYSTEMS OR INFORMATION: 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, prior to award, that the Government initiate personnel screening checks and provide signed IRS Certification of Non-Disclosure, "EXHIBIT A", 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 SBU information. Examples of electronic access would include the ability to access records by a system or security administrator.

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.

Depending upon the nature of the type of investigation necessary, it may take a period up to 11 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 immediately notify the IRS Contracting Officer's Representative Joel Banks (Joel.D.Banks@irs.gov; or (240) 613-5299, alt (301) 346-8647), or IRS Assistant Contracting Officer's Representative David Adams (David.A.Adams2@irs.gov; or (202) 317-5873) if the termination, resignation, or reassignment of any authorized personnel under the contract.

The contractor may contact Joel Banks or David Adams regarding questions concerning requirements for security clearance.

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 4812 (10-2019) *Contractor Security Controls*. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed in accordance with IRS Publication 4812.

The contractor agrees that it shall establish and maintain full Secure Data Transfer (SDT) compliance throughout the term of this contract. Contractor receiving SBU information from the IRS shall meet the requirements set forth below, in accordance with the IRS Publication 4812 and Federal Information Security Management Act (FISMA) Compliant Data Protection and Internal Revenue Code 6103 (n):

All federal, state, and local agencies or entities shall comply with IRS Publication 4812, if transmitted data contains Federal Taxpayer Information (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.

All IRS systems that handle or process FTI or other sensitive but unclassified information, including Personally Identifiable Information (PII), source code, etc. are categorized at the moderate risk level, as required by Publication FIPS 199, Standards for Security Categorization of Federal Information and Information Systems. This contract handles FTI at the moderate risk level.

NOTE: PII is information that can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. (Reference: OMB Memorandum 07-16.) Other specific examples of PII include, but are not limited to:

- Personal identification numbers, such as passport number, driver's license number, taxpayer identification number, or financial account or credit card number.
- Address information, such as street address or personal email address.
- Personal characteristics, including photographic image (especially of face or other distinguishing characteristic), fingerprints, handwriting, or other biometric image or template data (e.g., retina scans, voice signature, facial geometry).

Contractors shall comply with moderate risk controls of National Institute of Standards and Technology (NIST) SP 800-53, Recommended Security Controls for Federal Information Systems and Organizations, Revision 3 or 4. NIST is a federal technology agency that develops and promotes measurement, standards, and technology. NIST also provides additional guidance, publications, and compliance tools to Government agencies at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

- (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 4812 (10-2019) *Contractor Security Controls*. 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 required to provide IRS with a separate acknowledgement of receipt of SBU information.
- (3) **Data Transfer Log File:** Contractors receiving SBU information must maintain a log file that records complete and incomplete data transfers. For complete transmissions, the log file must identify the sender of the information, the file name, the date/time of receipt, and the record count. For incomplete transfers, the log file must identify as much of the above information as is possible.
- (4) **Confirmation of Successful Data Transfers 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 incomplete or unsuccessful transfers, including a file where record counts cannot be validated, the contractor shall notify the IRS immediately and request that the file be retransferred. Requests for retransfer 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 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 Publishing Office (Atlanta) at (404) 605-9160, ext. 32706; the IRS Contracting Officer’s Representative Joel Banks (Joel.D.Banks@irs.gov; or (240) 613-5299, alt (301) 346-8647); or the IRS Assistant Contracting Officer’s Representative David Adams (David.A.Adams2@irs.gov; or (202) 317-5873). 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 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 seven 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 4812.
- (7) **Validation of Authorized Users:** All logical access to IRS information shall be controlled by Government-approved authentication methods to validate the authorized users.
- (8) **Web Accessible File Sharing Support:** There shall be no dial-up 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 Federal Taxpayer Information Data Transmitted Through the Secure Data Transfer: 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 the 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 disc encryption.

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

SAFEGUARD REQUIREMENTS (Protection of Confidential Information): The contractor shall restrict access to all information obtained from the IRS in the performance of this contract to those employees and officials who need it to perform the contract.

The contractor shall process all information obtained from the IRS 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 retrieve any such records.

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 information and the safeguards required to protect this information from improper disclosure.

The contractor shall assure that each contractor employee with access to 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. 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 safe from unauthorized access.

Work areas for the production of IRS work shall be in dedicated areas that are roped or taped off, under camera surveillance, with access to those employees working on IRS work. Signs will be posted that only assigned employees may enter. All phases of work will be staged in one main area for each process and roped off for security. It is prohibited for cameras and cell phones to be in the work areas of the IRS production. All work areas will be open for IRS representatives at all times.

At least one supervisory employee must be permanently assigned to the secured areas to visually observe, at all times, the scanning, packing/distribution, and destruction of any spoiled materials.

The contractor shall present, in writing, to the Contracting Officer (Atlanta GPO) within five workdays of being notified to do so by the Contracting Officer or his/her representative, detailed plans for each of the following activities. The workday after notification to submit will be the first workday of the schedule.

These proposed plans are subject to review and approval by the Government, and award will not be made prior to approval of same. The Government reserves the right to waive some or all of these plans.

- 1. Production Plan:** This plan shall include items such as a detailed listing of all production equipment and equipment capacities to be utilized on this contract. If new equipment is to be utilized, documentation of the source, delivery schedule, and installation dates are required.
- 2. Quality Systems Plans:** The contractor shall initiate, prior to start-up and maintain throughout the term of this contract, quality systems to assure conformance to all requirements of this contract. The quality systems should be documented in a Quality Systems Plan. The plan should also address what actions will be initiated when defects are detected.

- 3. Quality Systems Official:** The contractor shall designate a Quality Systems official who shall monitor and coordinate the quality systems. This official shall serve as the Government's main point of contact on quality matters during the term of the contract. The name of the official shall be provided in the plan along with their title, position, and telephone number.

Performance of all elements and functions of the quality systems shall not relieve the contractor of responsibility for meeting all requirements in this contract.

- 4. Personnel Plan:** This plan shall include a listing of all personnel who will be involved with this contract. For any new employees, the plan shall include the source of these employees, and a description of the training programs the employees will be given to familiarize them with the requirements of this program.

NOTE: If employees have current and adequate security clearances, please notate the level of security clearance and for which federal agency it was obtained.

- 5. Security Control Plan:** The contractor shall maintain in operation an effective security system where items by these specifications are to assure against theft and/or the product falling into unauthorized hands.

Contractor is cautioned that no Government provided information shall be used for non-Government business. Specifically, no Government information shall be used for the benefit of a third party.

The Government retains the right to conduct on-site security reviews at any time during the term of the contract.

Materials – As part of the Security Control Plan, the contractor must show how all accountable materials will be handled throughout all phases of production. This plan shall also include the method of disposal of all production waste materials.

- The contractor has the responsibility to ensure that all copy materials constantly remain in safe custody from the time they are received until the time they are returned.
- Safe custody ensures the legal documents remain in the sealed cartons until they arrive at the contractor's secure area within plant. The legal document cartons and litigation copy cartons must always remain in view of authorized personnel. No unauthorized personnel are to handle the cartons.
- The contractor must provide a procedure for safeguarding documents and chain of custody. The procedure should set forth all precautions that will be taken to ensure integrity of documents.

Production Area – The contractor must provide a secure area(s) dedicated to the scanning and packing. Access to the area(s) shall be limited to security-trained employees involved in the production.

Part of the Security Control Plan shall include a floor plan detailing the area(s) to be used, showing existing walls, equipment to be used, and the scanning and packing locations.

This plan must address, at a minimum, the following:

- How Government originals/files (data) will be secured to prevent disclosure to a third party.
- How the disposal of waste materials, if applicable, will be handled.
- How all applicable Government-mandated security/privacy/rules and regulations as cited in this contract shall be adhered to by the contractor.

OPTION YEARS: For each option year that may be exercised, the contractor will be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. The revised plans are subject to government approval. If the meeting is waived by the Government, the revised plans must be submitted to GPO within five workdays of notification of the option year being exercised.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment 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.

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 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 shall 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 shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

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

The Government may issue orders which provide for shipment to 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.

PAYMENT: The contractor will be required to furnish a copy of the billing, with a final count of items copied, for signature prior to submission for payment to: IRS, Attn: Joel Banks (Joel.D.Banks@irs.gov).

Once IRS verification has been received submit invoices for payment via the GPO fax gateway. Utilizing the GPO barcode coversheet program application is the most efficient method of invoicing. Instructions 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>.

Additionally, the contractor is to fax (404 605-9185/9186) OR email (infoatlanta@gpo.gov) a copy of the invoice to GPO Atlanta, ATTN: Program 2422-S Administrator.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications are for quick-turnaround digital scanning of sensitive IRS file documents requested under the Freedom of Information Act (FOIA), requiring such operations as disassembly, digital scanning in black/grayscale, archiving onto CD/DVD/USB flash drive, reassembly of furnished documents, packing, and distribution.

TITLE: Litigation-Style Scanning of FOIA Case Files.

FREQUENCY OF ORDERS: It is impossible to determine the precise requirements; however, it is anticipated that approximately 254 orders per year will be required.

QUANTITY/NUMBER OF PAGES: The majority of orders will require scanning of approximately 36 to 34,000 pages.

TRIM SIZE: Various trim sizes will be ordered as follows:

Text: 1 x 2" and including up to 8-1/2 x 11"

Tab Dividers: 9* x 11" (*includes 1/2" tab lip)

GOVERNMENT TO FURNISH: Original legal documents consisting of line copy including tax returns, bank and personal checks, receipts, financial ledgers, bank statements, black/grayscale photo prints, etc., on various sizes and colors of stock to be scanned at 95% or 100% and occasionally at other rates of reduction. The individual print order will specify the rate of reduction, if applicable.

Furnished material may be single and/or multiple leaf documents held together with numerous staples or other fasteners in envelopes, folders, binders, boxes, etc.

Occasionally, furnished material(s) may be saddle or side-stitched, perfect or case bound. Saddle, perfect bound and case-bound publications must be kept intact, cutting at spine WILL NOT be permitted.

Documents to be scanned range from 1 x 2" up to and including 8-1/2 x 11". Scan same size or at various focuses as indicated on print order.

GPO 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.

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.

DIGITAL SCANNING: The contractor shall provide document preparation services to include, but not limited to, pre- and post-document handling services and document reconstruction services.

Documents may be fragile, have frayed edges, be of poor quality, torn and/or pages turned in different ways.

The contractor will be required to inspect all documents to determine their suitability for scanning. If contractor determines that any document is unsuitable, contractor to contact IRS contact(s) cited on the print order

Contractor must exercise reasonable care to ensure that the integrity of the material is preserved. Where materials are stapled, or otherwise fastened or bound, care must be used in taking the materials apart to ensure that part of the document is not obliterated or that the authenticity of the document becomes questionable.

Contractor is required to remove all fasteners from furnished material prior to scanning, with the exception of saddle-stitched, perfect and case-bound spines. Staples, paper clips, comb binding, etc. must be removed to scan, but should be replaced after completion. Government furnished material must be recompiled and refiled in their original state. NOTE: Sticky notes should be removed, scanned, and put back on the original just as it was furnished. The contractor is make two scans of such documents: One scan of the original document with the sticky note(s) affixed or just the sticky note(s) per the agency instructions; and one scan of the original without the sticky note(s) affixed.

Contractor to scan any image on tab dividers, envelope(s), file folders and etc., in which contain furnished material.

Material furnished on unusually small stock (receipts, match book covers, personal checks, etc.) must be scanned individually on 8-1/2 x 11" sheets unless otherwise indicated. Contractor may image more than one small stock item per sheet as appropriate.

The level of handwork intervention required for scanning the furnished document(s) is specified below:

- **No Intervention:** Approximately 1% of the total furnished source materials that shall be ready to be inserted into the automated document scanner requiring no deconstruction. (For example, loose-leaf documents that are all one size.)
- **Medium Intervention:** Approximately 10% of the total furnished source materials that shall require moderate deconstruction before being inserted into the automatic document scanner and consist of light intervention. (For example, documents of various standard sizes; may include folder tabs and/or tab dividers; sticky notes to be removed and replaced.)
- **Heavy Intervention:** Approximately 84% of the total furnished source materials that shall require difficult deconstruction before being inserted into the automatic document scanner and consist of light and/or medium intervention. (For example, documents of various standard sizes; may include pages that are folded, torn, or stuck together.)
- **Glass Work:** Approximately 5% of the total furnished source materials that consist of originals that can only be scanned manually on the scanner glass and may include, but are not limited to, receipts, half-pages, envelopes, onion skin or thermal facsimile paper, odd-sized originals, checks, permanently bound books, two-sided spiral bound publications, computer forms that cannot automatically feed, and extremely poor quality originals that require extensive handling and analysis on a page-by-page basis.

Contractor shall scan all documents, including tab dividers (and body of tab dividers, if applicable) as furnished (i.e., black only documents in black only (bitmap); grayscale only documents in grayscale).

Furnished documents to be scanned may include text and line matter and photos.

Contractor is required to create PDF file breaks that do not to exceed 500 scanned pages or as specified on the print order.

The contractor shall digitally scan the designated hardcopy originals using image scanning means and methods to digitize the furnished documents at minimum of 300 dppi, 8 or 16 bit. Scan same size or at various focuses as indicated on print order.

The final Adobe Acrobat PDF documents shall include the following qualities and features:

- All PDF pages, tables, charts, maps and photos shall be aligned (i.e. straight, not skewed). Pages will be centered so that the display does not jump off-center when progressing from left-hand to right-hand pages.
- The contractor shall generate, and each PDF file shall contain, thumbnails for each publication page.
- Files shall automatically open the cover page at the “Fit Width” view with the bookmarks showing. The contractor shall create each PDF file so that, by default, it navigates with the “continuous pages” setting enabled.
- No security passwords are to be activated in the PDF documents.
- When pages must be rotated, they are to open at 100%.
- The contractor shall assign file names as specified on each print order. Unless otherwise indicated by the IRS, the contractor shall assign file names in an intuitive manner, to make them as user-friendly as possible using the furnished publication titles and document names. Before assigning any file names, the contractor shall call the IRS contact(s) cited on the print order to discuss the file naming convention(s) to be used for any given order.

ARCHIVING (DIGITAL DELIVERABLE) REQUIREMENTS: Contractor is to return all scanned files (digital deliverables) via one of the following approved media:

- CD-R
- DVD-R
- USB thumb drive

The contractor shall label or print directly onto each digital deliverable as indicated on each print order. Before labeling the digital deliverable, the contractor shall contact the IRS contact(s) cited on the print order to discuss the digital deliverable naming convention(s) to be used for any given order. Unless otherwise indicated by the IRS, the contractor shall label each digital deliverable in a professional manner to most accurately reflect the contents archived thereon.

WARNING: All electronic media made by the contractor must be kept accountable and under reasonable security to prevent unauthorized release.

REASSEMBLY OF ORIGINALS: Unless otherwise instructed, the contractor will be required to reassemble, refasten, and return the original documents in the same sequence and same condition as furnished.

PACKING AND LABELING:

- **Furnished originals:** Contractor shall re-box, re-pack and seal the furnished originals within the original container(s) in exactly the same way that they were furnished, unless otherwise specified. Pack and label suitable or as indicated on the print order.
- **Digital deliverables:** The contractor shall insert each CD/DVD disc into a common commercially available CD-R/DVD jewel case with the labeled/printed side of the disc facing up, unless otherwise specified. USB thumb drive must have self-cover or be packed securely to prevent damage. Pack and label suitable or as indicated on the print order.

DISTRIBUTION: All digital deliverables must be shipped f.o.b contractor's city via furnished IRS Small Package Carrier (UPS) account number. If the contractor does not have such an account, one will be established for them. (Note: Contractor must not use their own small package carrier account.) Unless indicated on the individual print order or otherwise negotiated, all digital deliverable shipments must be sent out via UPS 2nd Day service.

Upon completion of each order, all Government furnished material must be returned, f.o.b contractor's city, to the ordering agency at the address listed under "Schedule" via a furnished IRS Small Package Carrier (UPS) account number. NOTE: Unless indicated on the individual print order or otherwise negotiated, all Government furnished originals must be sent via UPS GROUND service.

All expenses incidental to the pickup and return of furnished materials must be borne by the contractor.

Contractor must notify the ordering agency on the same day that the product ships via e-mail to the IRS contact(s) cited on the print and GPO-Atlanta (infoatlanta@gpo.gov). The subject line of this message shall be "Distribution Notice for Program 2422-S, Print Order XXXXX". The notice must provide all applicable tracking numbers, shipping method, and title. Contractor must be able to provide copies of all delivery, mailing, and shipping receipts upon agency request.

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

Contractor will be notified via email two workdays prior to receiving the actual government furnished materials. E-mail will include a copy of the print order(s).

No definite schedule for receipt of materials can be predetermined

The schedule begins upon receipt of each individual print order and furnished material. Ship date, specific street address, room numbers, point of contact, and telephone number will be provided on the print order issued.

Orders must be completed and shipped within two to five workdays or as indicated on the print order.

The date indicated on the print order is construed to be a ship date.

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

SECTION 3.- DETERMINATION OF AWARD

The lowest bid will be determined 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 the contract.

The following item designations correspond to those listed in the "SCHEDULE OF PRICES".

- I. (a) 603,000
- (b) 6,700
- (c) 1,220

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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), N/A (Not Applicable), or blank spaces for an item 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.

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.

Contractor must invoice in accordance with the schedule of prices.

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

I. SCANNING: Prices offered shall include the cost of all required materials and operations necessary for the complete production of the product listed in accordance with these specifications. (Note: Bids must include the cost of digital deliverable media (CD/DVD/USB thumb drive), reassembly/repacking of government furnished originals and packing of digital deliverables.)

- (a) Scanning per image \$ _____
- (b) Scanning tab dividers (including body of tab, if applicable)..... per image \$ _____
- (c) Creation of PDF file (maximum of 500 pages) per PDF file \$ _____

(Initials)

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

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

DISCOUNTS: Discounts are offered for payment as follows: _____ Percent, _____ calendar days. See Article 12 "Discounts" of Solicitation Provisions in GPO Contract Terms (Publication 310.2).

BID ACCEPTANCE PERIOD: In compliance with the above, the undersigned agree, if this bid is accepted within _____ 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.

AMENDMENT(S): Bidder hereby acknowledges amendment(s) number(ed) _____

BIDDER'S NAME AND SIGNATURE: Unless specific written exception is taken, the bidder, by signing and submitting a bid, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms-Publication 310.2. When responding by fax or mail, fill out and return one copy of all pages in "SECTION 4. -SCHEDULE OF PRICES," including initialing/signing where indicated.

Failure to sign the signature block below may result in the bid being declared non-responsive.

Bidder _____
(Contractor Name) (GPO Contractor's Code)

(Street Address)

(City - State - Zip Code)

By _____
(Signature and Title of Person Authorized to Sign this Bid) (Date)

(Printed Name) (Telephone Number) (Email)

THIS SECTION FOR GPO USE ONLY

Certified by: _____ Date: _____
(Initials)

Contracting Officer: _____ Date: _____
(Initials)

EXHIBIT A: IRS CERTIFICATION OF NON-DISCLOSURE

**2422-S Conditional Access to
Sensitive but Unclassified Information
Non-disclosure Agreement**

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 the 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. 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of printing and mailing survey packets to taxpayers. This approval will permit me conditional access to certain information related to the Individual Taxpayer Burden contract such as survey packets, data files, work in progress materials, quality control inspection materials, USPS materials, and/or to attend meetings in which such information is discussed or otherwise made available to me.
4. I will never divulge any sensitive information that is provided to me pursuant to this Agreement to anyone unless I have been advised in writing by the Internal Revenue Service or in the case of bureau sensitive information released to the Office of Inspector General (OIG) or Treasury Inspector General for Tax Administration (TIGTA), or the Special Inspector General for the Troubled Asset Relief Program (SIGTARP) in accordance with a written arrangement related to the official audit/investigative functions of the OIG or TIGTA or SIGTARP for that particular matter. Should I desire to make use of any sensitive information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to the Internal Revenue Service for security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on the 2422-S contract to ensure that no Internal Revenue Service sensitive information is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive information not consistent with the terms of this Agreement.
6. Upon signing this non-disclosure agreement, I will be permitted access to official Internal Revenue Service documents containing sensitive information and understand that any copies must be protected in the same manner as the originals. Any notes taken during the course of such access must also be protected in the same manner as the originals.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive information could compromise Internal Revenue Service security.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive information. This may serve as a basis for my being denied conditional access to Treasury Department, Internal Revenue Service or other Treasury bureaus' information, both classified and sensitive information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the Internal Revenue Service 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 2422-S contract, and at all times thereafter.

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

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive 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 13526 or 13556; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government except within the Department of the Treasury as noted in item 8, above.

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

Name

Date

Signature

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

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

Contracting Officer's Technical
Representative

Date

(OIG or TIGTA or SIGTARP signatory)

Date