



	in black) per ortd 8-1/2 x 11 sheet.....	3,000	NB		0.08	240.00	NA		0.08	240.00
3.	Litigation copying (no digital capture: black on one side only):									
(a)	"Bates" serial numbering...per page.....	2,400	NB		0.10	240.00	NA		0.07	168.00
(b)	Copying of case files..per prtd 8-1/2 x 11" sheet..	2,300	NB		0.20	460.00	NA		0.19	437.00
©	Copying of case file..per prtd 8-1/2 x 14" sheet..	100	NB		0.20	20.00	NA		0.19	19.00
(d)	Copying of tab dividers...per prtd tab divider....	100	NB		0.20	20.00	NA		0.19	19.00
€	Copying of large format documents larger than 17 x 11" to 24 x 36"...per square foot.....	50	NB		1.00	50.00	NA		1.00	50.00
	<b>CONTRACTOR TOTALS</b>			<b>\$5,562.50</b>		<b>\$10,405.00</b>		<b>\$5,977.50</b>		<b>\$10,638.00</b>
	<b>DISCOUNT</b>									
	<b>DISCOUNTED TOTALS</b>			<b>\$5,562.50</b>		<b>\$10,405.00</b>		<b>\$5,977.50</b>		<b>\$10,638.00</b>
				<b>AWARDED</b>		<b>AWARDED</b>				

U.S. GOVERNMENT PRINTING OFFICE  
San Francisco, California

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS  
For the Procurement of

**Litigation Document Conversion and Copying of Case Files**

as requisitioned from the U.S. Government Publishing Office (GPO) by  
Department of Treasury: Internal Revenue Service

Single Award in TWO Categories

The term of this contract is for one year, beginning Date of Award and ending February 28, 2017, plus as many as four optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

For information of a technical nature call Alan Zada at (707) 748-1970 ext. 6. (No collect calls.)

**PRODUCTION AREA:** Due to critical document production requirements mandated by publishing principals beyond the immediate control of the customers, all production facilities used in the manufacture of the product(s) ordered under this contract shall be located within 25-miles of Oakland, CA, 94612 (Category 1) and Seattle, WA 98174 (Category 2).

**SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING ITEMS:**

Abstract of the previous contract prices is included herein. Respondents are to note that the number of categories has been reduced from six categories to two categories, as well as significant changes that have been introduced throughout the new contract specifications including new security requirements.

Due to the sensitivity of the Government furnished materials, secure handling and storage required including all pick-up and return of Government-furnished materials **must** be made by an employee of the contractor in a contractor-owned vehicle.

Contractors to note the 'Pre-award Survey', 'Security' and 'Contractor to Furnish' clauses herein.

The Department of Treasury: Internal Revenue Service (IRS) requires all contractor employees undergo clearances prior to placement of any work on the contract. The Clearance process will begin upon award of the contract. No work will be placed on the contract until all contractor employees are cleared. Anticipated date to start work is March 1, 2016.

Quotes may be submitted via fax machine. The GPO fax numbers are (707) 748-1980, 1981.

To submit a quote, contractors must execute and submit the 'Schedule of Prices' and 'Confirmation of Production Site Details' (pages 34 thru 37) plus the 'IRS Certification of Nondisclosure' (Attachment B), all of which are included herein.

**QUOTES DUE:** Quotes due at 11:00 AM Pacific Time on NOVEMBER 17, 2015.

## **SECTION 1. - GENERAL TERMS AND CONDITIONS**

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. August 2002)). A copy of these publications, as well as other supplemental GPO contract documents, can be obtained at: <http://www.gpo.gov/vendors/gaocab.htm>

Additionally, an IRS Certification of Nondisclosure (see 'Attachment B') is hereby made an integral part of these specifications. Each bidder will be required to sign the Certification of Nondisclosure and submit a copy with the contract bid.

A copy of United States Code (U.S.C.), the Code of Federal Regulations (CFR) and the Internal Revenue Code (IRC) can be obtained at <http://www.gpoaccess.gov/>.

**DISPUTES:** GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, has been revised. The new clause can be found at [ww.gpo.gov/pdfs/vendors/contractdisputes.pdf](http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf). This revised clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

**CONTRACTING METHOD:** This contract is being advertised as, and shall be awarded as, a Small Purchase contract, in accordance with the U. S. Government Printing Office Printing Procurement Regulation (PPR: GPO Publication 305.3, Rev. 99), Chapter VII, Section 4.

**SUBCONTRACTING:** No subcontracting is allowed.

**DOING BUSINESS WITH THE GPO:** Contractors wishing to do business with the GPO are referred to the GPO web site ( <http://www.gpo.gov/vendors/index.htm> ) where one can register as a GPO contractor using the 'GPO Contractor Connection' link in accordance with the furnished instructions on that page.

NOTE: Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: "EIN/TIN #" (Employer Identification Number or Taxpayer Identification Number); "Subject to Backup Withholding" (See Form W-9, Request for Taxpayer Identification Number and Certification); and, "Current W-9 Request" (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide these tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing these tax data in GPO Contractor Connection, have been satisfied.

**FACSIMILE BIDS:** Facsimile bids are permitted.

- (a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

- (b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time specified in the solicitation.
- (c) Facsimile bids that fail to furnish required representations or information or that rejects any of the terms, conditions, and provisions of the solicitation will be excluded from consideration.
- (d) Facsimile bids must contain the required signatures.
- (e) The Government reserves the right to make award solely on the facsimile bid. However, bidders agree to promptly submit the complete original signed bid.
- (f) Submit facsimile bid to **fax number: (707) 748-1980 or (707) 748-1981**, one bid per facsimile.
- (g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:
  - (1) Receipt of garbled or incomplete bid.
  - (2) Availability or condition of the receiving facsimile equipment.
  - (3) Incompatibility between the sending and receiving equipment.
  - (4) Delay in transmission or receipt of bid.
  - (5) Failure of the bidder to properly identify the bid.
  - (6) Illegibility of bid.
  - (7) Security of bid data.

**DOCUMENT CONVERSION QUALITY ASSURANCE STANDARDS:** The contractor will be required to maintain the following document conversion standards:

- Documents shall be accurately and consistently prepared and unitized in accordance with furnished instructions. File and document integrity and order must be maintained to a level of 100% accuracy.
- All scanning shall be performed in accordance with ANSI/AIIM MS44-1993, *Recommended Practice for Quality Control of Image Scanners*, including the use of text targets. The contractor is responsible for ensuring that all deliverables meet applicable AIIM and ANSI standards. Document resolution, contrast, gray scaling, skew and general workmanship shall be maintained to consistently produce professional results.
- Delivered source input shall be scanned and archived as CCITT Group IV TIFF files.
- Delivered source input shall equal scanned image output. The reproduction ratio and document orientation shall be such that the image is not unnecessarily reduced.
- Deliverables must be without typographical errors and be must be accurate to the design instructions on which they are based. The contractor shall deliver finished products to the Government which do not require quality control review, proofreading, editing, spelling corrections, etc. by the Government.
- Delivered load files and database files shall be free of any operative defects, including, but limited to, the following: Documents scanned out of order; omission of furnished documents; incorrect document numbering and/or page numbering; erroneous document boundaries; erroneous data image retrieval links, etc.
- Delivered IPRO (including Scan-IT), Summation and Opticon load files shall operate successfully with customer's Concordance database;

- Delivered CD-R and DVD-R disc(s) shall be operative in a Microsoft Windows operating system environment, unless otherwise instructed.
- Imaged pages shall be returned in the identical order, collation and condition in which they were received, unless otherwise stated.

**DOCUMENT CONVERSION QUALITY CONTROL:** The contractor shall be required to employ a thorough and robust quality control program using the disciplined conventions of a proven quality control system to validate and ensure that source input is consistently and accurately converted to the electronic format(s) described herein. To this end, the contractor shall:

- Stress to its staff the importance of quality control and quality assurance, and convey the sensitive nature and strict confidential content of the furnished materials;
- Utilize automated production workflow software to provide detailed control and tracking reports;
- Provide file tracking methodology and software to ensure fidelity of image output to source input;
- Inspect each image generated, comparing it to the original source document to make sure that the source document is equal to the electronic image; or, if the image has been reduced or enlarged, that the electronic image completely and correctly renders the original source document imagery.
- Utilize a proven production methodology to ensure that images are accurately captured and their data accurately formatted;
- Utilize a proven production methodology ensuring that images are accurately recorded and their data accurately recorded into the IPRO LFP, Summation DII and Opticon load file(s);
- The contractor shall exercise systematic quality control means and methods whereby all delivered CD-R discs comply with International Standards IEC 908, ISO 10149 specifications and/or the Phillips Orange Book, Part II: CD-R, Vols. 1 and 2 (Version 3.1, 1998), as applicable; and all delivered DVD-R discs comply with DVD Forum Book D specifications (Version 2.0, or most recent version), as applicable.

**COPYING, GENERATION OF HARDCOPY (“Blowbacks”) QUALITY ASSURANCE LEVELS AND STANDARDS:** The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes -- Level IV.
- (b) Finishing (item related) Attributes -- Level IV.

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

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

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

P-7. Type Quality and Uniformity

Camera copy/Electronic media

P-10. Process Color Match

Furnished original, Psychological Reference Colors\*

Prior to award, contractor may be required to provide information related to specific equipment that will be used for production.

\* **Psychological Reference Colors:** These are colors, which are seen regularly, easily recognized and readily remembered. Psychological research has shown that people tend to agree on the appearance of these basic color references. Examples of such psychological reference colors include blue sky, green grass, red apples and human flesh.

**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 expiration of the current contract term. 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.

**WARRANTY:** Contract Clause 15, "Warranty", of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) is amended for the solicitation to the effect that the warranty period is EXTENDED from 120 days to one calendar year from the date the contractor receives final payment for the work performed. All other provisions remain the same.

**REMEDY OF PRODUCT DEFECTS:** The Government will reject work not meeting contract quality standards. The contractor shall correct any and all operative defects and replace any and all defective products with corrected deliverable(s) in an expedient and timely fashion at no additional cost to the Government.

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

**NOTE:** Prior to award, the contractor will be required to submit a written proposal for the safeguarding and handling of the Government furnished material.

**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.

**CRIMINAL SANCTIONS:** 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 an agency, who by virtue of his/her employment of 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 thereunder, and who knowing that disclosure of the specific material is 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 \$10,000.00.

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

**ORDERING:** Items to be furnished under this contract may be ordered by the issuance of print orders (GPO Form 2511); or by individual order forms, to be designed and/or approved by the ordering agency and furnished by the contractor.

If individual order forms are used, then, at time intervals mutually convenient to the contractor and the Government, print orders (GPO Form 2511) will be subsequently issued by the Government to summarize the work authorized by issuance of the order forms. The print order (GPO Form 2511) will authorize payment for the summary of the confirmed work performance.

Orders may be issued under the contract from Date of Award to February 28, 2017 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**PAYMENT:** Contractors are required to submit all vouchers through the FAX Gateway. Each invoice submitted to GPO for payment must be for only one job and it must contain a copy of the print order and proof of delivery. If a delivery receipt contains proof of delivery for more than one job, the receipt must be duplicated and a copy submitted with each invoice. To get instructions, go to:

<http://www.gpo.gov/vendors/payment.htm>

***Note: The contractor shall itemize each billing voucher in accordance with the contract 'Schedule of Prices.'***

**Note:** Concurrent to submittal of contractor's voucher to the GPO for payment, the contractor shall fax and email a copy of the corresponding GPO Form 2511 (Print Order) that enumerates the contractor's contract charges for examination to:

- IRS email: [david.a.adams2@irs.gov](mailto:david.a.adams2@irs.gov) or [Joel.D.Banks@irs.gov](mailto:Joel.D.Banks@irs.gov).
- GPO Fax: Ms. Marianne Jonas at (707) 748-1981.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

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

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

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

**ECONOMIC PRICE ADJUSTMENT:** The prices set forth in this contract shall be adjusted in accordance with the provisions of 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 below. Pricing will thereafter be eligible for adjustment during the second and any succeeding 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 herein.

For the purpose of this clause, the contract shall be divided into successive periods. The first period shall extend from Date of Award to February 28, 2017. 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.

Price adjustments in accordance with this clause will be based on the changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" 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 the 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 November 30, 2015, 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.

**NOTIFICATION:** The contractor will be notified a minimum of 30 days before the end of the current contract annual period of availability or non-availability of funds for subsequent periods. Cancellation is

effected if (i) the Contracting Officer notifies the contractor that funds are not available for the next year, or (ii) the Contracting Officer fails to notify the contractor that funds are available for the next year.

**COLLECTION OF EMPLOYEE INFORMATION:** To prudently ensure that the security of the sensitive Government documents provided to the contractor under the terms of this contract is not compromised or in any way unnecessarily jeopardized, the Department of Treasury, Internal Revenue Service reserves the right to collect personal information from all employees who will be involved with handling, processing and production of Department of Treasury, Internal Revenue Service orders. Department of Treasury, Internal Revenue Service reserves the right to request and obtain documented proof of personal identification, including fingerprints of the aforementioned employees.

**Bidders to Note:** The security and confidentiality of Government legal documents handled and stored by the contractor during the execution of this contract are of critical importance to the IRS. Accordingly, GPO and IRS representatives will be especially attentive to how Government documents will be handled, processed and stored during any pre-award survey(s) initiated by the IRS. Should the pre-award survey reveal a security deficiency that jeopardizes or otherwise compromises the secure and the confidential operation of this contract as specified herein, the Government reserves the right to declare the contractor non-responsible if such a deficit cannot or will not be remedied by the contractor in a timely fashion at no additional expense to the Government.

**SECURITY:** This contract requires the reproduction of documents such as tax returns, bank checks, receipts, financial ledgers, bank statements, etc. These documents are considered sensitive but unclassified (SBU) federal tax information (FTI). The contractor shall provide the necessary means, methods and facilities to ensure secure custody and strict accountability of all job materials while in the contractor's possession. All work performed (scanning, copying, binding, and packing, etc.) must be done in a secured area accessible only to authorized personnel to ensure strict confidentiality of sensitive legal documents. See 'Contractor to Furnish' section and Attachments A and B herein.

The contractor must ensure compliance with Internal Revenue Service (IRS) Publication 1075 (Rev. 8-2010), Catalog Number 469370, Tax Information Security Guidelines for Federal, State, and Local Agencies. (A copy of this publication is available at <http://www.irs.gov>). The IRS reserves the right to conduct both on-site pre-award and post-award Safeguard Reviews at any time during the term of the contract.

The work area should be located in a commercial facility that is in full compliance with all local building and fire codes. In order to comply with the physical security guidelines, the physical location must have perimeter walls that are slab to slab, and the walls must extend from the floor to the structural ceiling. For offices located on the ground floor with glass windows, security glass breaks must be incorporated in the intrusion system.

All access doors should be equipped with high security locks that are not easily compromised. The locking devices should be high-security, pin-tumbler cylinder locks that are key operated mortised or rim-mounted dead-bolt lock. The locks should have no less than one-inch throw and at least five pin tumblers. If bolt is visible when locked, it must contain hardened inserts or be made of steel. Both the keys and the lock must be "off master". All keys issued to this space must be accounted for and controlled, even when not in use. If combination locks are used, they should have no less than four digits in the combination with a recorded audit trail. The space must also have a current access list of employees allowed to access the space. All perimeter doors must be solid cored or metal. The door hinges must be non-removal or installed on the

interior of the door so that they cannot be removed from the outside of the space. If the door has a glass insert it must have wire mesh sandwiched between the glasses to prevent unauthorized access into the space. The space should be cleaned during daytime hours in the company of the contractor employees. If daytime cleaning is not possible, the cleaning personnel will be advised of nondisclosure of information requirements set out in Internal Revenue Code (IRC) 7213A and IRM 11.3.1.6.2. (A copy of the IRC can be obtained at:

[http://www.access.gpo.gov/uscode/title26/subtitlef\\_chapter75\\_subchapterA\\_partI.html](http://www.access.gpo.gov/uscode/title26/subtitlef_chapter75_subchapterA_partI.html). A copy of the IRM can be obtained at <http://www.irs.govgov/irm>.)

During transportation, the contractor will ensure that IRS documents are not co-mingled with other non-IRS documents. The documents should be transported in sealed marked containers and segregated from other documents during transportation. The markings should not disclose the name or any other identifying information of the records. Records/materials requiring pre-production or non-working hour storage should be stored in locked containers within a secured area with the access controlled. The vehicle that the contractor uses to transport the furnished job materials must be locked at all times unless loading and unloading cartons. If authorized personnel must make more than one trip to load or unload cartons, the contractor must have another authorized person guarding the cartons in the vehicle. Cartons in a locked vehicle left unattended by an authorized person are in direct violation of the contract. The only time the cartons can be left unattended is in the secure area of the plant.

The Internal Revenue Service 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, Government Publishing Office, San Francisco Regional Printing Procurement Office, may require specific remedial measures in cases where the contractor is found to be non-complaint with the required contractor safeguards.

**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 Sensitive But Unclassified (SBU) data must be adequately protected and secured and meet the required physical security minimum protection standards as defined in Publications 1075, 4812, and 4812-A. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed in accordance with IRS Publications 1075 (Rev. 8-2010) 4812, and 4812-A, Tax Information Security Guidelines for Federal, State, and Local Agencies.

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 Publications 1075, 4812, 4812-A 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 Publications 1075, 4812, and 4812-A, Tax Information Security Guidelines for Federal, State and Local Agencies and Entities (as revised) 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 Federal Tax Information 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: Personally identifiable information 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>.

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.

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 Publications 1075, 4812, and 4812-A. 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.

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.

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.

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 (1) 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, DC Team 2 at (202) 512-1239, and the Contracting Officer's Representative, David Adams at (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.

**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 (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 Publications 1075, 4812, and 4812-A.

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

**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.

**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.

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.

## **SECURITY 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 printing, imaging, inserting, storing, mailing, and destruction of any spoiled materials.

### **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 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.

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 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.

**NOTE:** The contractor shall immediately notify the Contracting Officer (GPO) and the Contracting Officer's Representative of the termination, resignation, or reassignment of any authorized personnel under the contract. Further, the contractor shall include the steps taken to ensure continued performance in accordance with the contract. Replacement personnel or new hires must have qualifications that are equal to or higher than the qualifications of the person(s) to be replaced.



The contractor may contact David Adams regarding questions concerning requirements for a security clearance. The requirements include, but are not limited to, financial history of the contractor's firm and on-site visit(s) by the IRS security personnel.

**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 of the vouchers produced on this contract.

The IRS shall bear the cost of conducting a security screening for contractor employees requiring a security screening.

- The Government will provide electronic copies of the required forms.
- Any costs for fingerprinting not conducted at a GSA Credentialing Station 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).

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.

Below is personnel security guidance from IR1052.204-9005:

**IR1052.204-9005- 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 [CSLP@irs.gov](mailto: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: <http://www.irs.gov/uac/Security-Forms>

### **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.

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

The Preaward Survey will include a review of all subcontractors involved, along with their specific functions; and the contractor's mail, material, personnel, production, quality control/recovery program, and security plans as required by these specifications.

The contractor shall present, in writing, to the Contracting Officer within five (5) 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.***

**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.

Items to be included in the Production Plan are:

- processing and sorting master-file CDs, as well as the security of the CDs and taxpayer information
- scheduled start-up dates for all phases of production
- how coordination/communication will flow from one production phase to another
- who will be responsible for each phase
- how will subcontractors be involved and kept informed
- specific production dates of all subcontractors
- how the product will be staged and/or shipped
- Any other special requirements which are specific to this contract

**Quality Systems Plans:** The prime 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.

The quality systems shall assure the quality of components from contractor subsidiary plants and subcontractors. This element includes assuring that components from different sources will be compatible BEFORE the start of production.

The quality systems shall include procedures for assuring that all variable data elements are accurately and completely printed/imaged and that all addressed items are mailed. This plan shall explicitly describe the methods to be used to assure that no records are missed or duplicated when an interruption of variable imaging occurs (e.g., due to equipment malfunction) during all phases of production.

**Quality Systems Official:** The prime 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.

**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 employee 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.***

**Security Control Plan:** The contractor shall maintain in operation an effective security system where items by these specifications are manufactured and/or stored (awaiting distribution or disposal) to assure against theft and/or the product 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.

**Production Area –** The contractor must provide a secure area(s) dedicated to the processing and storage of data for the packages. Access to the area(s) shall be limited to security-trained employees involved in the production of the packages. (For further information, see "SECURITY REQUIREMENTS" and "SAFEGUARDS REQUIREMENTS: Physical Storage Facility Requirements" specified herein).

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 printing and finishing locations.

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

- How Government files (data) will be secured to prevent disclosure to a third party.
- How the disposal of waste materials 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 and subcontractor(s).

**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 contractor should be prepared to submit these revised plans at each year's meeting (See "PREPRODUCTION CONFERENCE"). 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 (5) workdays of notification of the option year being exercised.

If there are no changes/revisions, the contractor will be required to submit to the Contracting Officer a statement confirming that the current plans are still in effect.

**PREPRODUCTION CONFERENCE:** A preproduction conference will be held at the contractor's plant (time and date to be determined after award) each contract year.

Attending this meeting will be representatives from the IRS and possibly representatives from the Government Publishing Office and USPS Headquarters Office Personnel. To establish coordination of all required operations, a representative(s) from each involved production area for the primary contractor as well as a representative of all subcontractors involved should be present. It is also required that the contractor have the local Postal Service representative in attendance.

NOTE: Any person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.

The purpose of the conference will be to discuss and review all aspects of the contractor's internal and external operations required to complete this contract.

The contractor will conduct this preproduction conference during which the previously approved pre-award production plans will be discussed and reviewed in depth.

**PRODUCTION INTERRUPTIONS:** Anytime any equipment, materials, or personnel interruption occurs (machine problems, web break (printing or imaging), roll changes, shift changes, etc.), whether printing, printing and imaging, or imaging only, the on-site IRS In-Plant Liaison/Quality Monitor (if applicable) must be notified. This will be done to allow the Quality Monitor to observe the last correct piece, the destruction of all bad pieces, and the new first correct piece. The Quality Monitor must also have access to the contractor log containing this information for each piece of production equipment.

**QUALITY SYSTEMS AUDIT:** In connection with the preproduction conference, at the Government's option, a quality systems audit may be conducted. Following the conference, IRS/GPO may conduct an in-depth audit of all contractor quality control methods, quality systems, and quality plans in a formal walk-through review of the written Quality Systems Plan approved prior to award. This audit would require the contractor to plan, in advance, all quality related functions which would be required to complete the contract. Should subcontractors be involved, a complete audit of their quality systems may also be performed. This procedure will be mandatory for all contractors doing IRS FOIA Disclosure Litigation work.

NOTE: Failure to maintain the quality systems in accordance with the contractor's plan approved by the Government may result in the Government's termination of the contract for default.

**Records:** Records of tests, inspections, and critical process controls shall be time stamped and maintained on file. The records must be made available to the GPO and/or IRS inspector until the expiration of the warranty period of this contract (see GPO Contract Terms). Copies of the forms used to record the inspections and test results shall be submitted with the plan.

NOTE: All quality control samples must be produced at no additional cost to the Government.

**Inspections:** The right of the Government to make general or specialized tests and inspections DOES NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY.

## **DATA SECURITY AND SAFEGUARD REQUIREMENTS:**

**Protection of Confidential Information:** The contractor must guarantee that they, and any subcontractor(s), will not reproduce, or allow reproduction of, the CD-ROMs, furnished by IRS, nor use or allow any person to use the CD-ROMs or the taxpayer data for any other purpose than scanning of Litigation Documents. (See IRS Publication 1075 "Tax Information Security Guidelines for Federal, State, and Local Agencies"). A copy may be obtained either from the Internet at <http://www.irs.gov>, or from IRS by calling 1-800-829-3676. 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 and civil penalties for violations of the Privacy Act and the Internal Revenue Code. The IRS will also provide the contractor with the video, "Protecting Federal Tax Information." This video is also available at [www.tax.gov/sbv\\_pfti/](http://www.tax.gov/sbv_pfti/). Publication 4465-A, "IRS Disclosure Awareness Pocket Guide" and Publication 4465-A (SP), Spanish Version, will also be provided.

**Contractor's Security Letter:** The contractor must email or fax on company letterhead (reference the GPO program) a detailed report of the inventory and tracking system and the security measures to be taken to secure the IRS CD-ROMs and any information output from them, throughout the period the contractor and/or subcontractor(s) have possession of taxpayer information. Email david.a.adams2@irs.gov.

- 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.
- If there are no changes/revisions, the contractor will be required to submit to the Contracting Officer a statement confirming that the current plans are still in effect.

**Physical Storage Facility Requirements:** The contractor must provide a 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 Publications 1075, 4812, and 4812-A (Rev. 8-2010), for additional security information. Janitorial services must be performed by cleared employees or during the daytime in the presence of cleared employees. Contractor must meet all physical security requirements as outlined in Publications 1075, 4812, and 4812-A.

Contractor must set up a secure and exclusive network for all IRS files and related work. All files must be directly downloaded and stored onto a dedicated storage device (i.e., hard drive) for all IRS files and related work. When the dedicated storage device is not in use, the hard drive must be stored in a security container (see "Security Container Requirements" below). Contractor must store the dedicated storage device for 60 calendar day after completion of the contract. After the 60 calendar days, the contractor is required to delete/destroy the data stored on their server, CD-ROM(s), and all audit trail pulls.

**Security Container Requirements:** Security containers must be metal containers that are lockable and have a resistance to penetration. The containers should have only two (2) 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.

## **DISCLOSURE OF INFORMATION REQUIREMENTS:**

**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) 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 GPO, Attn: Contracting Officer.

(3) The contractor certifies that the data processed during the performance of this contract shall be completely purged/destroyed from all data storage components of his/her computer facility (after 60 calendar days of completion of the contract) 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 destroyed by a NIST approved shredder in accordance with NIST regulations.

(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 (in accordance with GPO Contract Terms, GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)), may be invoked, and the person will be considered to be in breach of this contract.

**Inspection:** The contractor shall be subject, at the option/discretion of the IRS, 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 known 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, 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 to prevent additional unauthorized inspections or disclosures (see IRC section 6103(p)(4) and (p)(7)).

## SECTION 2. - SPECIFICATIONS

**SCOPE:** These specifications are designed for occasional, unpredictably-requested, quick-turnaround digital scanning/copying of sensitive IRS file documents requested under the Freedom of Information Act (FOIA), requiring such operations as pickup of the furnished materials by the contractor in a contractor-owned vehicle, disassembly and hand-feeding of original documents, digital scanning, OCR document processing, electrostatic thermal or other copying process, "Bates" serial numbering, Xerographic generation of "blowback" hardcopies from furnished digital copy, archiving onto (as well as copying of) DVD-R and CD-R disc(s), reassembly of furnished documents into their original state, packing, delivery of the reproduced copy, and return of the furnished materials by the contractor in a contractor-owned vehicle.

**TITLE:** Litigation Document Conversion and Copying of Case Files.

**FREQUENCY OF ORDERS:** Based upon past performance, the use of this contract is occasional and unpredictable. It is estimated that the contract performance will consist of approx. 10 to 25 (avg. 20) orders per year for Categories 1 and 2.

**NOTE:** Given the unpredictable required use of IRS disclosure case files, respondents are to note that future performance may vary substantially from the estimated amount of future work to be performed. Based upon past performance, it is possible that no work may be placed on any one of the contract categories due to events and/or conditions unique to that contract category.

**FURNISHED ORIGINAL DOCUMENTS:** It is estimated that each order will consist of approximately 100 to 6,500 (avg. 2,000) legal documents per order, occasionally, an order may exceed 6,500 pages. It is estimated that approx. 1% of the total leaves will be tab dividers.

**QUANTITY:** The majority of orders will require scanning documents to PDF files and archiving PDF files onto CD/DVD optical media. The PDF files will typically not need to be text-searchable, "Bates" numbered or require blowback hard copies.

However, an occasional order may require one or more of the following:

- (1) OCR scanning with conversion to text-searchable PDF files, electronic "Bates" numbering;
- (2) Producing blowback hard copies from PDF files generated: One to three (avg. 1) copy per order.
- (3) Copying/duplicating of furnished originals (no digital capture), "Bates" numbering: One to three (avg. 1) copy per order;
- (4) Conversion of digital files (usually Microsoft Office files) to PDF, and/or production of blowback hard copies from the original digital files or from the PDF produced: One to three (avg. 1) copy per order.

**PAGE SIZE OF COPIES:** Typically 8-1/2 x 11" or 8-1/2 x 14", and including documents to 17 x 11".

Occasionally an order will require large format reproduction of documents larger than 17 x 11" to as large as 24 x 36".

**GOVERNMENT TO FURNISH:** Approximately 99.9% will be camera copy consisting of legal documents consisting of line copy including tax returns, bank checks, receipts, financial ledgers, bank statements, personal checks, etc. on various sizes and colors of stock and packed in cartons to be



reproduced at 100% or 95% and occasionally at other rates of reduction. The individual print order will specify the rate of reduction, if applicable. It is estimated that less than one percent of the furnished originals will include color elements. 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 bound or case bound. Saddle-stitch, perfect bound and case bound publications must be kept intact; cutting at spine is not permitted.

Approximately 0.1% may be a Government furnished CD for duplication or blowback.

NOTE: All software upgrades (for specified applications) which may occur during the term of the contract, must be supported by the contractor.

Fonts: All printer and screen fonts will be furnished/embedded, as applicable.

The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

Additional Information: Files will be furnished in native application and/or PDF format.  
GPO Form 952 (Desktop Publishing - Disk Information).

One reproduction proof, Form 905 (R. 6/03), with labeling and marking specifications.

Occasionally, the Government will provide digital files (usually Microsoft Office files) that will require conversion to PDF and copying files to CD and/or production of blowback hard copies from the original digital files or from the PDF produced.

Reproduce same size or at various focuses as indicated. Copy may range from 1 x 2" up to and including 24 x 36".

Based upon past performance, it is estimated that:

Approx. 20% of the total furnished source materials shall consist of stapled or clipped documents, requiring slight deconstruction and reconstruction of attachments, including removal of affixed Post-It slips.

Approx. 20% of the total furnished source materials shall consist of stapled or clipped letter and legal size documents, requiring folder tabs and/or tab dividers to be copied or inserted, moderate deconstruction and reconstruction of attachments.

Approx. 60% of the total furnished source materials shall consist of variable-contrast stapled or clipped letter and legal size documents plus odd-sized receipts, envelopes, etc, requiring folder tabs and/or tab dividers to be copied or inserted, frequent machine adjustments, extensive deconstruction and reconstruction of attachments.

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

The contractor shall also furnish the means and measures to ensure that the furnished IRS materials will be handled in a secure fashion to ensure strict confidentiality of their contents, as specified hereafter:

Collection of Employee Information: All contractor employees authorized to work on Department of the Treasury documents may be required to have a name and fingerprint check clearance prior to any work being performed. Department of the Treasury personnel may conduct fingerprint checks after bid opening, before and after award.

In addition, the Department of the Treasury - IRS may require additional background check including but not limited to:

- Full disclosure on Standard Form 86 “Questionnaire for National Security Positions.”
- Credit check.
- Inquiries from personal references.

If additional background information is required, 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.

The contractor shall notify (in writing) Mr. David Adams of the IRS, as well as GPO Contracting Officer, of the termination, resignation, or reassignment of any personnel authorized to work on 3966-S orders. The contractor shall proactively accommodate any workforce changes to insure continued performance in accordance with the contract requirements. Replacement personnel or new hires must have qualifications that are equal to or higher than the qualifications of the person(s) to be replaced.

Contract personnel performing work under this contract must be informed of the sensitivity of the data; must preclude loss of, theft of, destruction of, or unauthorized access to IRS data; and must read and be familiar with IRS Publication 4465-A (see Attachment A).

Every contractor employee working on the documents for the contract must be in full compliance with all Federal tax laws and regulations; and they must be either a United States (U.S.) citizen or a lawful permanent resident of the U.S. A lawful permanent resident is any individual who is not a citizen or national of the U.S. who has been lawfully admitted into the U.S. and accorded the privilege of residing permanently in the U.S. as an immigrant in accordance with the immigration laws, such as status not having changed. Security screening requirements, however, apply to both U.S. citizens and lawful permanent residents hired as contractors.

The contractor may contact Mr. David Adams (202-317-5873) regarding questions concerning security screening requirements.

Secured Area: All work performed (scanning/duplicating/copying, binding, and packing, etc.) must be accomplished in a secured area within the contractor’s facility that the general public is unable to access or view any documents being processed. All retained copies/furnished materials (SBU data) shall be stored in locked containers, and shall be located in a locked or secured area during non-duty hours. IRS will make periodic unannounced site visits to confirm that security measures are in compliance with contract requirements.

Accordingly, the release of any IRS case file materials to any person or party not expressly authorized by the IRS is strictly prohibited. The contractor shall take all appropriate action and measures to minimize exposure of the furnished materials to a minimum number of employees. The contractor will be required to account for all furnished originals and manufactured copies. Unless otherwise indicated, all extra copies (in

any format), waste, spoilage sheets, and so forth are to be destroyed beyond recognition and reconstruction. All electronic files and data shall be completely purged from all data storage components of the contractor's computer facility.

Pursuant to the Privacy Act, any contractor employee who willfully discloses the content of the retained Government material to any person or agency not entitled to receive it shall be subject to criminal penalty and a fine.

Safe Custody: The contractor has the responsibility to ensure that all copy materials constantly remain in safe custody from the time they are picked-up 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 contractor's 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 vehicle that the contractor uses to transport cartons must be locked at all times unless loading and unloading cartons. If authorized personnel must make more than one trip to load or unload cartons, the contractor must have another authorized person guarding the cartons in the vehicle. Cartons in a locked vehicle left unattended by an authorized person are in direct violation of the contract. The only time the cartons can be left unattended is in the secure area of the plant.

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.

"Chain of Custody" form is required to be signed by contractor upon receipt of materials to be copied.

**DIGITAL SCANNING:** Contractor must have experience in the digital scanning of paper source documents utilizing equipment and techniques consistent with *all* of the specifications below:

- ADF (Automated Document Feeder) minimum capacity of 100 pages;
- Paper size up to and including 17 x 11";
- Resolution range up to 300 dpi;
- Frame/border control on all sizing perimeters;
- Skew detection feature available on scanners;
- Contrast and brightness manipulation for client image viewer;

All scanning shall be performed in accordance with ANSI/AIIM MS44-1993, *Recommended Practice for Quality Control of Image Scanners*, including frequent use of calibration test targets to optimize gray scales, resolution, continuous tones, precision measurement marks, linearity, scan size, alignment of page and text characters.

Contractor must also be able to also capture data during the scanning process (typically one global identification field, at no additional cost to the Government).

The contractor shall maintain optimum image quality with continual monitoring and adjustment of the imaging process by the scanning technician to accommodate the varying characteristics of different document populations (including medical X-rays and high-quality photographs requiring individual attention and equipment adjustment for best results).

The contractor will be required to scan the furnished black-only and any color documents at 300 dpi. Contractor shall archive the scanned contents as single-page or multiple-page files (as specifically instructed) CCITT Group IV TIFF files.

Unless otherwise instructed, color images (not more than 1% of the total furnished originals) will be scanned and archived as RGB files.

Contractor shall name the created Adobe Acrobat PDF files in accordance to furnished instructions and/or naming convention.

Unless otherwise instructed, if a source document includes a Post-It note the contractor shall scan the applicable page twice: Once with the Post-It affixed to the parent sheet, and a second time with the Post-It removed from the parent sheet.

Scanned documents must not be split across directories or archival CD-R and/or DVD-R discs.

Second-pass verification will be required on all orders, and is defined as a visual comparison to verify that 100% of the document(s) were captured in scanning.

The contractor shall maintain the document integrity and security throughout the scan processing cycle. The proper collation and integrity of documents, document packets (several documents fastened together), file folders and file drawers must not be lost.

**(“BATES”) SERIAL NUMBERING:** The contractor will be required to electronically endorse a unique document serial number onto the scanned documents in accordance with furnished instructions. Likewise, the contractor will be also be required to mechanically stamp or otherwise apply a unique document serial number onto the furnished originals and/or the copied documents (i.e. those occasional documents not requiring electronic scanning) in accordance with furnished instructions . This unique number identifies the location of each document in the collection and will control document storage and retrieval processes throughout the course of litigation. The accuracy with which the numbering procedure is preformed is therefore critical to the image-based systems and products, and is as important as the physical quality of the image products themselves.

Numbers shall be assigned in accordance with the numbering convention provided by the ordering agency. Contractor's numbering system shall be able to accommodate alphanumeric characters, including embedded blank spaces in any order and length specified by the ordering agency.

Placement of each number (upper-left corner, bottom-center, etc.) will be consistent for a given document population. Numbers must not obscure or replace any of the existing information on the original document pages.

The contractor must have procedures in place to record and account for all numbers used.

**OPTICAL CHARACTER RECOGNITION (OCR) CONVERSION:** In addition to digital scanning of furnished source documents, orders may additionally require that the scanned imagery be processed with professional quality OCR software to create and archive ASCII text files that are text searchable.

For the purposes of this contract, machine accuracy is considered acceptable for the OCR conversion process. If at some time during the contract term a higher accuracy is considered necessary, a contract modification will be negotiated and issued to accommodate the additional human intervention required to produce the specified accuracy.

The contractor will be required to use state-of-art OCR software that utilizes voting algorithms to produce the best possible interpretation of the image files, and shall make use of any available techniques that would best enable the OCR software to render the most accurate results. Individual batches of documents may have to be run through on a test basis prior to commencing production runs in order to identify optimal settings for the software.

**PROVISION OF ADOBE ACROBAT PDF FILES:** The contractor will be required to create Adobe Acrobat PDF files. The delivered PDF content shall be generated using the most recent version of Adobe Acrobat software. The delivered files shall be of such a size and resolution to produce optimum printing results for output on consumer quality desktop printing equipment.

The final Adobe Acrobat PDF documents that 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.
- Scanned RGB color elements shall match the scanned color elements on the source document(s).
- 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%.
- Contractor shall deliver text-searchable PDF files as an “Original Image with Hidden Text” file.

**ELECTRONIC PREPRESS:** Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required production image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the Government Publishing Office, Philadelphia Regional Office.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

When required by the Government, the contractor shall make minor revisions to the electronic files. It is anticipated that the Government will make all major revisions.

Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy.

**PROOFS:** None required. The contractor will be responsible for performing all necessary proofreading to insure that the final product is in conformity with the copy submitted.

Proofs will NOT be required; however, contractor will be responsible for final output that is in conformance with the visuals as provided. The contractor will be responsible for reporting immediately to the GPO if there is any discrepancy within the content of the digital file versus the visuals.

**STOCK:** The specifications of all stock furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March, 2011, and any subsequent amendments thereto.

White Xerographic Bond, 17 x 22", 20 lbs. per 500 sheets, equal to JCP Code 063, containing a minimum of 30% postconsumer recovered materials.

Colored separator sheets: Colored writing, 17 x 22", 20 lbs. per 500 sheets, equal to JCP Code D10, containing a minimum of 30% postconsumer recovered materials.

Tab dividers: White Index, 25-1/2 x 30-1/2", 90 lbs. per 500 sheets, equal to JCP Code K10, containing a minimum of 20% postconsumer recovered materials.

#### **DOCUMENT PROCESSING:**

Contractor will be required to remove all fasteners from furnished material prior to reproducing, with the exception of perfect and case bound spines.

Contractor to scan/copy any image on envelope(s), file folders and etc. that contain furnished material.

Material furnished on unusually small stock (receipts, match book covers, personal checks, etc.) must be reproduced individually on 8½ x 11" sheets unless otherwise indicated. Contractor may image more than one small stock item per sheet as appropriate.

Furnished originals will include documents with Post-It style note(s) affixed. The contractor is make *two* copies of such documents: One copy of the original document with the Post-It note(s) affixed; and one copy of the original without the Post-It note(s) affixed.

Large format documents: Some orders may include reproduction of documents larger than 17 x 11" to as large as 24 x 36".

Tab dividers: Contract orders may require the contractor to copy the tab and/or body areas of furnished dividers. At contractor's option, contractor may use preprinted tab divider sets consisting of: (a) one bank of 1/26<sup>th</sup>-cut tabs alphabetically printing A through Z, and/or; one bank of 1/25<sup>th</sup>-cut tabs numerically printing nos. 1 thru 25, and/or; (c) one bank of 1/25<sup>th</sup>-cut tabs numerically printing nos. 26 thru 50. Some orders may require additional imaging on the face-side of the body of the divider.

Reproduced files may require the contractor to substitute a blank or printed colored 8-1/2 x 11" sheet of paper for each original tab divider, as instructed by IRS.

**COPYING, GENERATION OF PAPER COPIES:** An occasional contract order will require black-only Xerographic copying of furnished originals not requiring digital capture by the contractor.

Unless otherwise expressly indicated, all documents (including color documents) reproduce single-sided in black only. All furnished two-sided originals (including color documents) shall be reproduced and delivered as two single-sided sheets in black.

The contractor shall also be required to produce Xerographic (“blowback”) hardcopies from furnished digital files consisting of various file formats provided on optical (CD, DVD) media.

Note: Based upon past experience, the furnished CD disc(s) have included hundreds of files organized in extensive layers of “folder trees,” which may require a substantial amount of human intervention and may prevent convenient production of the “blowback” copies. Consequently, upon submittal of such a labor-intensive archive, the contractor will be required to provide the IRS with an estimate to produce hardcopies from such an archive. (Upon receipt of the contractor’s estimate, the IRS will then submit the estimated cost to the public requester so that the interested party can make, or decline to make, a commitment to pay for the production of the “blowback” hardcopies.)

In such instances, the IRS will issue a Print Order requesting an estimate to produce the order. Only upon submittal of an estimate and a subsequent “OK to Proceed” from the IRS, will the contractor then commence with generation of the required “blowbacks.” If the public requester decides not to have the hardcopies made, the IRS shall inform the contractor of the decision *not* to proceed, whereupon the contractor shall be reimbursed only for the cost to generate the estimate, in accordance with contract ‘Schedule of Prices.’

The contractor shall print reproduced and digitized content with a minimum of 400 DPI. Clear sharp reproduction is required in satisfaction of Quality Level 4 printing attributes. Both color and black copying equipment must be capable of duplex copying while maintaining no visible distortion of the government furnished original(s) when compared to the printed product. The color pages will normally be scattered though out.

Having made one copy from the furnished documents (after numbering the originals), the contractor may make second generation copies (copies of the first copy) provided Quality Level IV printing attributes are satisfied.

**MARGINS:** Various. Follow copy furnished. Original documents smaller than 8-1/2 x 11" should be centered.

**BINDING:** Unless otherwise indicated, the contractor shall return all furnished material and deliver contractor-furnished copies as follows:

When stapled originals have been furnished: Assemble the reproduced copies in the same sequence as the furnished originals and band with a minimum of one rubber band around the short dimension or with one wire stitch (staple) at upper-left corner, as specified on the Print Order.

After copying the contractor shall staple (at upper left corner) the original documents in the same sequence and manner as furnished.

When loose-leaf originals, bound with a rubber band, have been furnished: After copying, the contractor shall rubber band both the originals and the contractor-produced copies in the same sequence and manner as the furnished originals, unless otherwise indicated.

When loose-leaf originals within a folder or binder have been furnished: After copying, contractor shall insert the originals back into the furnished folder or binder in the same sequence and manner as furnished. Contractor shall rubber band the contractor-produced copies of the originals that were furnished in a folder or binder.

When case bound, perfect bound, saddle-stitched originals have been furnished: After copying, the contractor shall rubber band the contractor-produced copies in the same sequence as the furnished bound publication. Combing or intermixing of separate publications is not permitted.

**DIGITAL SCANNING:** Most orders will require scanning and conversion to pdf format and archive onto CD-R(s). The contractor shall digitally scan the camera copy using image scanning means and methods to digitize the furnished documents at minimum of 400 dpi.

Conversion to Text-Searchable PDF files: Furnished camera copy to be processed with Adobe (OCR) optical character recognition software to create text-searchable copy as Adobe Acrobat pdf files in satisfaction of the requirements cited hereafter using the most recent version.

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

All pdf pages 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.

When pages must be rotated, they are to open at 100%.

Warning: All electronic media made by the contractor must be kept accountable and under reasonable security to prevent their unauthorized release. Discs are not to be duplicated in whole or part for any other purpose than to create material to be used in the performance of this contract. All duplicate media shall be degaussed or securely overwritten and any printouts and non-erasable media shall be destroyed by the contractor to where it cannot be read or reproduced in any form.

## **DIGITAL ARCHIVING:**

All duplicate (burned) CD-R discs shall be manufactured in accordance with the Phillips Orange Book, Part II: CD-R, Vols. 1 and 2 (Version 3.1, 1998).

Duplicate CD-R discs manufactured under the terms of this contract will be 650 MB (74-minute) or 700 MB (80 minute) capacity discs, to be used on consumer quality target CD-ROM drives within a Microsoft Windows operating system environment.

All duplicate (burned) DVD-R discs shall be manufactured in accordance with DVD Forum Book D (using applicable version) specifications.

Duplicate DVD-R discs manufactured under the terms of this contract will be single-layer 4.7 GB capacity (DVD-5) discs, to be used on consumer quality target DVD-ROM drives.



**Patent Rights:** Several firms claim patent rights, which may be applicable to CD/DVD duplication. For example, see <http://www.licensing.philips.com>. U.S. Philips Corporation and Sony Corporation claim to hold patents for certain technologies essential to the manufacture and duplication of DVD discs and assert it is impossible to duplicate a DVD disc without infringing these patents. The patent claims cover, among other things, both the physical media used to duplicate a CD/DVD disc. Other firms, including Discovision Associates, Irvine, CA, also claim similar patent rights.

By submission of a bid, bidders certify that they hold a license under all patents applicable to their duplication of CD/DVD discs.

**Warning:** All electronic media made by the contractor must be kept accountable and under reasonable security to prevent their unauthorized release. Disks are not to be duplicated in whole or part for any other purpose than to create material to be used in the performance of this contract. All duplicate media shall be degaussed or securely overwritten and any printouts and non-erasable media shall be destroyed by the contractor.

**Disc labeling:** Before labeling the DVD/CD-R master(s), the contractor shall call the IRS contact(s) cited on the Print Order to discuss the DVD/CD-R naming convention(s) to be used for any given order. Unless otherwise indicated by the IRS, the contractor shall label each DVD/CD-R in a professional manner to most accurately reflect the contents archived thereon.

**Disc packaging:** The contractor shall first slip each DVD/CD disc into a common commercially available DVD/CD-R jewel case with the labeled side of the disc facing up. The contractor shall then insert each jewel case with disc into a common commercially available DVD/CD mailer suitable for USPS mailing purposes.

**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. (See preceding "BINDING" section.)

**PACKING:**

**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.

**Reproduced copy (ies) of furnished originals:** Contractor shall pack copied contents in sealed shipping carton(s) suitable for secure handling and delivery. Each shipping container must not exceed 28-32 pounds when fully packed. Shipping containers must be corrugated or solid fiberboard containers with a minimum bursting strength of 275 p.s.i. Note: The title of the case file or documents must not appear on the exterior surface of any shipping container. Reproductions shall be packed in the same manner as the furnished originals.

All shipments which fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner which will guarantee that the product will not be damaged and the package will not open nor split.

**DISTRIBUTION:**

Pickup and delivery of furnished materials: Government furnished materials provided for reproduction shall be picked-up and returned by the contractor using a contractor-owned vehicle, as indicated within the following contract categories.

**CATEGORY 1 (Oakland, CA Region):** Furnished materials picked up from, and returned to, IRS facilities within and generally approximate to the greater San Francisco, CA metro area, including offices in San Francisco, Redwood City, Oakland, San Rafael, Walnut Creek, and Fairfield, CA.

Regardless of the Category 1 office furnishing the original IRS documents to be copied, the contractor will be required to deliver the reproductions to IRS, 1301 Clay Street, Oakland, CA 94612, as specified on the Print Order.

**CATEGORY 2 (Seattle, WA):** Furnished materials picked up from, and returned to, the IRS office located in Seattle, WA. The contractor will be required to deliver all Category 3 reproductions to IRS, 915 Second Avenue, Seattle, WA 98174, as specified on the Print Order.

Pickup, return of IRS originals (applicable to all categories):

A specific street address, point of contact and telephone number for each of the pickup sites will be furnished with issuance of the Print Order.

Inside retrieval and return of the Government furnished materials at each IRS site is required.

Contractor's personnel entering each of the above facilities must pass through and exit from a screening procedure that will not exceed 15 to 30 minutes for each pickup or delivery.

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

Delivery of document reproductions (applicable to all categories):

Delivery shall be made via traceable means.

**RECEIPT FOR DELIVERY:** Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, print order numbers, total quantity delivered, number of cartons, quantity per carton, delivery date and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's voucher for payment.

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

No definite schedule for pickup of material at any particular IRS office can be predetermined.

Furnished material must be picked up from and returned to the facilities listed under "DISTRIBUTION".

If the contractor is notified of the availability of the furnished materials for pickup by the contractor before 11:00 AM, the schedule begins on the day and at the time notified. If the contractor is notified of the

availability of the furnished materials for pickup after 11:00 AM, then schedule begins the workday after this notification.

The contractor will be required to make complete production and delivery within two to five workdays after notification of availability of furnished materials for pickup by the contractor.

The "ship/deliver" date indicated on the Print Order is the date products ordered for delivery f.o.b. destination must be delivered to the destination specified.

**LABELING AND MARKING:**

*Bulk Shipments:* Reproduce shipping container label from furnished repro, fill in appropriate blanks, and attach to shipping containers.

*Receipt for Delivery:* Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; 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 invoice for payment.

Contractor must be able to provide copies of all delivery/mailing receipts upon agency request.

### **SECTION 3. - DETERMINATION OF AWARD**

Procurement under this solicitation will be divided into nine categories, as follows:

**CATEGORY 1 (Oakland, CA).**

**CATEGORY 2 (Seattle, WA).**

The Government will make an award in each category since it is anticipated that one firm may not be able to meet all of the requirements.

Respondents may provide quotes for one or more Categories.

The lowest quote for each Category 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 under this contract.

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

#### **Category 1 and 2:**

##### **I.**

- |        |        |
|--------|--------|
| 1. (a) | 40,000 |
| (b)    | 4,000  |
| (c)    | 3,000  |
| (d)    | 20     |
| (e)    | 5      |
| (f)    | 100    |
| 2. (a) | 2      |
| (b)    | 15     |
| (c)    | 3,000  |
| 3. (a) | 2,400  |
| (b)    | 2,300  |
| (c)    | 100    |
| (d)    | 100    |
| (e)    | 50     |

#### SECTION 4. - SCHEDULE OF PRICES

GPO Facsimile Numbers: (707) 748-1980, 1981

Quotes due: 11:00 AM, November 17, 2015

Quotes offered are f.o.b. destination.

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

Contractor must make an entry in each of the spaces provided.

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

Quotes submitted with NB (No Bid) 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.

Charging for Large Format documents: Contractor shall charge for the copying of documents larger than 8-1/2 x 14" and as large as 17 x 11" at twice the quoted 8-1/2 x 11" rate. Contractor shall charge for the copying of documents larger than 17 x 11" and as large as 24 x 36" per square foot; by dividing the document size by 144 sq. inches and rounding up the next whole number.

**I. COMPLETE PRODUCT:** Prices quoted shall include the cost of all required materials and operations (including scanning of RGB elements, provision of paper) necessary for the complete production and distribution of the product listed in accordance with these specifications.

##### **Category 1 (Oakland, CA):**

1. SCANNING of furnished 8-1/2 x 11", 8-1/2 x 14" originals:

- (a) Digital scanning, PDF conversion.....per scanned page/divider..... \$ \_\_\_\_\_
- (b) "Bates" serial number endorsement.....per page..... \$ \_\_\_\_\_
- (c) OCR processing, creation of  
text-searchable content.....per scanned page/divider..... \$ \_\_\_\_\_
- (d) Burning, labeling, packing CD-R disc(s).....per disc..... \$ \_\_\_\_\_
- (e) Burning, labeling, packing DVD-R disc(s).....per disc ..... \$ \_\_\_\_\_
- (f) Scanning of large format documents  
larger than 17 x 11" to 24 x 36".....per square foot ..... \$ \_\_\_\_\_

\_\_\_\_\_  
Initials

2. GENERATION OF "BLOWBACK" HARDCOPIES from furnished digital files.
  - (a) Time to assess furnished digital assets and generate/submit an accurate job estimate to IRS .....per hour .... \$ \_\_\_\_\_
  - (b) Time work required to process and otherwise prepare furnished digital files for printing of "blowback" copies [exclusive of cost(s) charged to Item 3(c)].....per hour .... \$ \_\_\_\_\_
  - (c) Printing of "blowback" copies (printing on one side in black).....per printed 8-1/2 x 11" sheet..... \$ \_\_\_\_\_
3. Litigation COPYING (no digital capture: black on one side only):
  - (a) "Bates" serial numbering.....per page..... \$ \_\_\_\_\_
  - (b) Copying of case files.....per printed 8-1/2 x 11" sheet ..... \$ \_\_\_\_\_
  - (c) Copying of case files.....per printed 8-1/2 x 14" sheet ..... \$ \_\_\_\_\_
  - (d) Copying of tab dividers.....per printed tab divider ..... \$ \_\_\_\_\_
  - (e) Copying of large format documents larger than 17 x 11" to 24 x 36".....per square foot ..... \$ \_\_\_\_\_

**Category 2 (Seattle, WA):**

1. SCANNING of furnished 8-1/2 x 11", 8-1/2 x 14" originals:
  - (a) Digital scanning, PDF conversion.....per scanned page/divider..... \$ \_\_\_\_\_
  - (b) "Bates" serial number endorsement.....per page..... \$ \_\_\_\_\_
  - (c) OCR processing, creation of text-searchable content.....per scanned page/divider..... \$ \_\_\_\_\_
  - (d) Burning, labeling, packing CD-R disc(s).....per disc..... \$ \_\_\_\_\_
  - (e) Burning, labeling, packing DVD-R disc(s).....per disc ..... \$ \_\_\_\_\_
  - (f) Scanning of large format documents larger than 17 x 11" to 24 x 36".....per square foot ..... \$ \_\_\_\_\_
2. GENERATION OF "BLOWBACK" HARDCOPIES from furnished digital files.
  - (a) Time to assess furnished digital assets and generate/submit an accurate job estimate to IRS .....per hour .... \$ \_\_\_\_\_
  - (b) Time work required to process and otherwise prepare furnished digital files for printing of "blowback" copies [exclusive of cost(s) charged to Item 3(c)].....per hour .... \$ \_\_\_\_\_
  - (c) Printing of "blowback" copies (printing on one side in black).....per printed 8-1/2 x 11" sheet..... \$ \_\_\_\_\_
3. Litigation COPYING (no digital capture: black on one side only):
  - (a) "Bates" serial numbering.....per page..... \$ \_\_\_\_\_
  - (b) Copying of case files.....per printed 8-1/2 x 11" sheet ..... \$ \_\_\_\_\_
  - (c) Copying of case files.....per printed 8-1/2 x 14" sheet ..... \$ \_\_\_\_\_
  - (d) Copying of tab dividers.....per printed tab divider ..... \$ \_\_\_\_\_
  - (e) Copying of large format documents larger than 17 x 11" to 24 x 36".....per square foot ..... \$ \_\_\_\_\_

---

Initials

**IRS CERTIFICATION OF NONDISCLOSURE (See Attachment B):** Contractor to execute and return a copy of the Certification of Nondisclosure with submittal of bid.

Discounts are offered for payment as follows: \_\_ percent, \_\_ calendar days. See Article 9 "Discounts" of Solicitation Provisions in GPO Contract Terms (Pub. 310.2).

**CONTRACTOR'S NAME AND SIGNATURE:** Fill out and submit all pages in "Section 4.- Schedule of Prices", initialing or signing each in the space provided.

Contractor \_\_\_\_\_ GPO Contractor Code No. \_\_\_\_\_

\_\_\_\_\_  
(City - State)

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

\_\_\_\_\_  
(Person to be contacted)

\_\_\_\_\_  
(Telephone Number)

### CONFORMATION OF PRODUCTION SITE DETAILS

**NOTE: This sheet is be executed and submitted *for each one of the contract categories that the contractor has chosen to quote contract prices.***

Actual production facility location:

This facility shall be subject to an on-site pre-award survey in accordance with the contract specifications.

(Please type or print the following entries.)

Applicable Category Number \_\_\_\_\_

Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

Confirm the following:

- 1) I hereby confirm that pick-up and delivery of all Government furnished materials will be made by an employee of \_\_\_\_\_ in a contractor-owned vehicle to and from the contractor's production facility located at the above address.
- 2) I hereby confirm that all contract performance for the category cited above shall be done by employees of \_\_\_\_\_, who will all be working at the contractor's facility located at the above address.

\_\_\_\_\_  
(Printed Signature)

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Date)



ATTACHMENT A  
Page 1 of 2



When it comes to confidential tax information, remember:  
When In Doubt, Check It Out  
Before You Give It Out!"

**This guide provides you with basic information about:**

- + Major provisions of §6103 for protecting and disclosing confidential federal tax returns and return information
- + Laws that apply to information protected by the Privacy Act
- + Laws that apply to Sensitive But Unclassified (SBU) information
- + Civil and criminal penalties for making unauthorized accesses or disclosures of Federal returns and return information

ATTACHMENT A  
Page 2 of 2

<p>Important provisions in the law, in federal regulations, and in your contract:</p> <p><b>§6103(a)</b> – Prohibits disclosure of returns and return information unless permitted by law. This provision specifically covers contractors.</p> <p><b>§6103(b)</b> – Defines terms used in the statute such as return, return information and tax administration.</p> <p><b>§6103(n)</b> – Allows disclosure of returns and return information to contractors and their employees for tax administration. (Treasury Regulation §301.6103(n)-1 - Places certain limitations on disclosures to contractors.)</p> <p><b>§6103(p)(4)</b> – Sets out the safeguard requirements for protecting federal tax returns and return information.</p> <p><b>§7513</b> – Authorizes the use of contractors to process and reproduce film, photos and documents for tax purposes. (Treasury Regulation §301.7513-1 - Establishes safeguard requirements for contractors working with films or photo impressions.)</p> <p><b>Your contract</b> with the IRS also contains information about your legal responsibilities for safeguarding information.</p> <p><b>Penalties</b></p> <p>It is a crime for a contractor or contractor's employee to knowingly and willfully disclose federal tax returns or return information to someone not authorized to receive it, or to access tax data without a business need to do so (known as UNAX).</p> <p><b>Criminal Penalties:</b></p> <p>Under §7213, willful unauthorized disclosure of returns or return information by a contractor or former contractor is a felony. The penalty is a maximum \$5,000 fine and/or up to five years in jail plus the costs of prosecution.</p> <p>Under §7213A, willful unauthorized access or inspection (UNAX) of taxpayer records by contractor or contractor employee is a misdemeanor. The penalty is a fine of up to \$1,000 and/or one year in prison.</p> <p><b>Civil Penalties:</b></p> <p>Under §7431, any taxpayer whose return or return information has been knowingly or negligently inspected or disclosed by a contractor or contractor's employee in violation of §6103 may sue for civil damages. Penalties may include:</p> <ul style="list-style-type: none"><li>damages of \$1,000 for each act of unauthorized access or disclosure, or</li><li>actual damages sustained, whichever is greater</li></ul>	<p>Other Sensitive IRS Data</p> <p>Some contractors may have access to IRS records covered by the Privacy Act or access to Sensitive But Unclassified (SBU) information. SBU information includes information once labeled Official Use Only (OOU) or Limited OOU. A new naming convention is planned for the future where SBU data will be referred to as Controlled Unclassified Information (CUI). Regardless of its designation, SBU data is protected by law. Unauthorized disclosure is subject to penalties under Title 18 of the United States Code §§641 and 3571.</p> <p>Privacy Act protected information cannot be disclosed without the authority to do so. The routine use provision of Title 5 of the United States Code, §552a(b)(3), allows the disclosure of Privacy Act protected records to contractors. The published system of records notice must include language allowing contractors access to information in that system. Criminal penalties for Privacy Act violations are found in the law at Title 5 of the United States Code, §552a(f).</p> <p><b>Resources for Safeguarding Tax Information</b></p> <p>Publication 4812 - is a "laptop's guide" to NIST SP 800-53 when access to IRS information or information systems under contracts for services on behalf of the IRS is outside of IRS controlled facilities or the direct control of the Service.</p> <p>Internal Revenue Manual 10.8.1 - Information Technology (IT) Security, Policy and Guidance - applies when contractors are accessing IRS information and information systems at government controlled facilities.</p> <p><b>Avoid Unauthorized Disclosure – Follow These Tips:</b></p> <p>Safeguard confidential tax information, records protected by the Privacy Act and SBU material regardless of its format, be it electronic (hard drive, tape, disk, or other portable storage device), recorded (video or audio), in databases or on paper:</p> <ul style="list-style-type: none"><li>Always follow appropriate physical and information security guidelines.</li><li>Observe the clean desk policy. Don't leave confidential information on your desk or on computer screens when you are away.</li><li>Protect laptop computers and removable media that contain sensitive tax information.</li></ul>	<p>Don't discuss confidential federal tax matters with others unless they have a need to know for tax administration purposes. Don't discuss confidential tax matters on coffee breaks, at home or outside the office.</p> <p>Prepare all correspondence carefully. Completely over-write the information added to any pattern letters you use. Review all correspondence before sending to ensure that the text and all enclosed materials (reports, attachments, schedules, and other inserts) are intended for the recipient.</p> <p>Use double sealed envelopes when mailing confidential tax information or take other precautions to prevent viewing of actual content.</p> <p>Use a document receipt to verify that confidential material has been properly received when information is mailed or hand carried.</p> <p>Dispose of confidential tax information appropriately, whether on paper or digital media.</p> <p><b>Incident Reporting</b></p> <ul style="list-style-type: none"><li>Immediately report all unintentional or inadvertent unauthorized disclosures of tax information to the IRS Contracting Officer or to the IRS Project Manager. Report incidents within one hour of detection.</li><li>Immediately report willful, unauthorized disclosures to your local TIGTA office, or call the TIGTA Hotline at 1-800-366-4484.</li></ul> <p><b>IRS Contacts</b></p> <p><b>IRS Cybersecurity</b> is responsible for all safeguard reviews of contractors and contractor compliance, with Agency Wide Shared Services (AWSS).</p> <p><b>IRS Contracting Officer's Representative (COR)</b> is the functional liaison primarily responsible for executing the contract and communicating with the contractor.</p> <p><b>IRS Disclosure</b> provides technical guidance and support about Disclosure questions and other issues.</p>
---	--	--

Contractors are responsible for protecting federal tax information and information protected by law. It is critically important. As a contractor for the Internal Revenue Service, you and your employees are responsible for protecting federal tax information and information protected by law. This information is entrusted to you. Internal Revenue Code (IRC) Section 6103 sets the requirements for protecting and for disclosing federal tax information and the Privacy Act of 1974 sets the requirements for protecting personal information and information protected by the Privacy Act.

Contractors from disclosing federal returns or return information are prohibited by statute. You and those who work for you are responsible to understand and apply the provisions of the law that protect this information.

**General Rule – Tax Information is Confidential!**

No one is to disclose returns or return information unless specifically authorized by the IRS. A statutory exception, §6103(n), allows IRS to disclose returns and return information to contractors and their employees for tax administration purposes.

**What You Need to Know:**

IRS is any tax or information return, estimated tax declaration (including amendments, supplements, supporting documents or lists) required by law and filed with the IRS. Returns include Forms 1040, 941, 1099, 1120 and W-2. They may be filed on paper or electronically.

**Definition** - The definition of return information is very broad. It includes, but is not limited to:

- information, other than the taxpayer's return, that IRS receives from any source or developed through any means that relates to a taxpayer's liability under the IRC for any tax, penalty, interest, etc.
- the taxpayer's name, mailing address, identification number (social security number or employer identification number) and other identifying information (including names of dependents or business partners).
- information collected by the IRS about any person's tax matters, even if the information is not a return, that identifies the person, including identifying information that does not mean that what's left of the return information. It remains return information and must be protected from unauthorized access or disclosure.
- transcripts of accounts.

## ATTACHMENT B: IRS CERTIFICATION OF NONDISCLOSURE

In performance of the contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the requirements listed below. This agreement must be signed by the contractor before documents and/or items will be released by IRS for production.

### **A. General Safeguards**

1. Documents and/or items received by the contractor are sensitive but unclassified (SBU) Federal tax information (FTI), and must be properly safeguarded from unauthorized disclosure. When the SBU data are not being work on or during off-duty hours, they will be securely stored in a location, which will preclude unauthorized access.
2. Individuals having access to the SBU data during pick-up, duplication, counting, assembly, delivery, etc., are to be properly notified by the contractor of the sensitivity of the information and cautioned to preclude loss, theft, destruction or unauthorized access. Ensure that these individuals read and be familiar with the IRS Publication 4465-A (8-2009), *IRS Disclosure Awareness Pocket Guide for Contractors* (See Attachment A).
3. All data received by the contractor must be returned to the ordering agency Internal Revenue Service as specified at time of service request, in the same condition as when received. This includes reassemble in stacks, binders, sets, folders, etc., if disassembly was required during scanning/duplication.
4. Proper control and handling must be maintained at all times to prevent any information or materials required to produce the products ordered under these specifications from falling into unauthorized hands. Release of the materials to anyone not authorized by the Internal Revenue Service (IRS) is prohibited. All copies must be accounted for and all extra copies (in any format); electronic files, materials, waste, etc. must be destroyed beyond recognition or reconstruction.
5. *Subcontracting will not be permitted in part or in whole in any aspect for the production of products ordered. **Third-party couriers will not be permitted. The contractors must pickup and deliver the finished product without the aid of outside courier service(s).***

### **B. Disclosure of Information - Safeguards**

1. All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
2. Any return or return information, or information marked "Official Use Only" made available in any format or to which access is provided, 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 will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.
4. 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.

5. Any spoilage or any intermediate hard copy printout, which may result during the processing of IRS data, shall be given to the local IRS Disclosure Manager (or his/her designee) of the Category at the address listed under Distribution in the specifications. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and shall provide the local IRS Disclosure Manager (or his/her designee) of the Category at the address listed under Distribution in the specifications with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems receiving, processing, storing and transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. The operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance and documentation (see definitions below). All security features must be available (object reuse, encryption, audit trails, identification/authentication, and discretionary access control) and activated to protect against unauthorized use of and access to tax information.
  - a. A Security Policy must define allowed users and rules of access. The policy should also provide for clearance of all protected information on objects before they are allocated out of or into the system, i.e., object reuse.
  - b. Accountability – Computer systems must be secured from unauthorized access. All security features (audit trails, identification/authentication) must be available and activated to prevent unauthorized access to SBU.
  - c. Assurance – Access controls and other security features must be implemented and working. The security system should be tested annually to assure it is functioning correctly.
  - d. Documentation – Test documentation should be readily available that describes how and what mechanisms were tested and the results. Design documentation must also be included along with a user's guide and facility manual.
7. The contractor will maintain a list of employees authorized access. Such list will be provided to IRS upon request.
8. 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, GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 [Rev. 6-2001]), incorporated herein by reference, may be invoked, and the contractor will be considered to be in breach of this contract.

### **C. Criminal/Civil Sanctions**

1. Each officer or employee of the contractor at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the contractor 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 contractor 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 (A copy of the Code of Federal Regulations (CFR) can be obtained at <http://www.gpoaccess.gov/cfr/index.html>.)

2. Each officer or employee of the contractor 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 contractor 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. These penalties are prescribed by IRC Sections 7213A and 7431.
3. Each officer or employee of the contractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.
4. 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(l)(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 thereunder, 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.
5. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

#### **D. Disclosure of Information—Inspection**

1. The Internal Revenue Service 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 site inspections may occur throughout the term of the contract. On the basis of such inspection, the local IRS Disclosure Manager at the address listed under Distribution in the specifications may require specific measures in cases where the contractor is found to be non-compliance with the required safeguards.

**E. Contractor Acceptance**

The contractor expressly agrees to all the terms and conditions set forth and agrees to perform according to requirements stated herein, as signed and authorized below:

Contractor : \_\_\_\_\_ GPO Contractor Code No: \_\_\_\_\_

Authorized Signor: \_\_\_\_\_  
(Type or print)

Signature: \_\_\_\_\_  
(Signature and title of person authorized to sign acceptance)

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

Program No 3966-S Category 1, from Aug 1, 2011 to as late as July 31, 2014 Title: Litigation-Style Copying of Disclosure Case Files Category 1 (Oakland, CA)								
ITEM NO	DESCRIPTION	BASIS OF AWARD	UNIT RATE	(Contr #2 - G4) Colour Drop CA COST	UNIT RATE	(Contr #3 - I4) IKON AZ COST	UNIT RATE	(Contr #4 - K4) GPO ESTIMATE COST
I. COMPLETE PRODUCT								
1.	Scanning of furnished 8-1/2 x 11", 8-1/2 x 14" originals:							
(a)	Digital scanning, PDF conversion...per scanned page/divider.....	34,500	0.16	5,520.00	0.11	3,795.00	0.13	4,485.00
(b)	"Bates" serial number endorsement... per page.....	4,000	0.02	80.00	0.015	60.00	0.02	80.00
(c)	OCR processing, creation of text-searchable content ...per scanned page/divider.....	3,000	0.01	30.00	0.015	45.00	0.01	30.00
(d)	Burning, labeling, packing CD-R discs... per disc...	20	20.00	400.00	15.00	300.00	10.00	200.00
(e)	Burning, labeling, packing DVD-R discs...per disc.	5	25.00	125.00	20.00	100.00	15.00	75.00
(f)	Scanning of large format documents larger than 17 x 11" to 24 x 36" ... per sq foot.....	100	0.89	89.00	0.50	50.00	0.50	50.00
2.	Generation of "blowback" hard copies from furnished digital files.							
(a)	Time to assess furnished digital assets & generate/submit an accurate job estimate to IRS... per hour.....	2	75.00	150.00	N/C		35.00	70.00
(b)	Time work required to process & otherwise prepare furnished digital files for prt of "blow-back" copies [exclusive of costs charged to Item 3(c)]... per hour.....	15	35.00	525.00	30.00	450.00	30.00	450.00
(c)	Prtg. Of "blowback" copies (prt on one side in black)...per prt 8-1/2 x 11" sheet.....	3,000	0.12	360.00	0.07	210.00	0.06	180.00
3.	Litigation copying (no digital capture: black on one side only):							
(a)	"Bates" serial numbering...per page.....	2,400	0.05	120.00	0.015	36.00	0.03	72.00
(b)	Copying of case files...per prt 8-1/2 x 11" sheet...	2,300	0.12	276.00	0.11	253.00	0.11	253.00
(c)	Copying of case files...per prt 8-1/2 x 14" sheet...	100	0.12	12.00	0.11	11.00	0.11	11.00
(d)	Copying of lab dividers... per prt lab divider.....	100	0.35	35.00	0.25	25.00	0.25	25.00
(e)	Copying of large format documents larger than 17 x 11" to 24 x 36" ...per sq foot.....	50	0.89	44.50	0.75	37.50	0.50	25.00
CONTRACTOR TOTALS				\$7,766.50		\$5,372.50		\$6,006.00
DISCOUNT								
DISCOUNTED TOTALS				\$7,766.50		\$5,372.50		\$6,006.00

Program No 3966-S Category 2, from Aug 1, 2011 to as late as July 31, 2014 Title: Litigation-Style Copying of Disclosure Case Files Category 2 (Phoenix, AZ)						
ITEM NO	DESCRIPTION	BASIS OF AWARD	UNIT RATE	(Contr #1 - E4) IKON AZ COST	UNIT RATE	(Contr #2 - G4) GPO ESTIMATE COST
<b>I. COMPLETE PRODUCT</b>						
1.	Scanning of furnished 8-1/2 x 11", 8-1/2 x 14" originals:					
(a)	Digital scanning, PDF conversion...per scanned page/divider.....	34,500	0.11	3,795.00	0.14	4,830.00
(b)	"Bates" serial number endorsement... per page.....	4,000	0.015	60.00	0.02	80.00
(c)	OCR processing, creation of text-searchable content ...per scanned page/divider.....	3,000	0.015	45.00	0.01	30.00
(d)	Burning, labeling, packing CD-R discs... per disc...	20	15.00	300.00	10.00	200.00
(e)	Burning, labeling, packing DVD-R discs... per disc...	5	20.00	100.00	15.00	75.00
(f)	Scanning of large format documents larger than 17 x 11" to 24 x 36"... per sq foot.....	100	0.50	50.00	0.50	50.00
2.	Generation of "blowback" hard copies from furnished digital files.					
(a)	Time to assess furnished digital assets & generate/submit an accurate job estimate to IRS... per hour.....	2	N/C		75.00	150.00
(b)	Time work required to process & otherwise prepare furnished digital files for prt of "blow-back" copies [exclusive of costs charged to Item 3(c)]... per hour.....	15	30.00	450.00	75.00	1,125.00
(c)	Prtg. Of "blowback" copies (prt on one side in black)...per prt 8-1/2 x 11" sheet.....	3,000	0.07	210.00	0.04	120.00
3.	Litigation copying (no digital capture: black on one side only):					
(a)	"Bates" serial numbering...per page.....	2,400	0.015	36.00	0.05	120.00
(b)	Copying of case files...per prt 8-1/2 x 11" sheet...	2,300	0.11	253.00	0.12	276.00
(c)	Copying of case files...per prt 8-1/2 x 14" sheet...	100	0.11	11.00	0.12	12.00
(d)	Copying of tab dividers...per prt tab divider.....	100	0.25	25.00	0.12	12.00
(e)	Copying of large format documents larger than 17 x 11" to 24 x 36" ...per sq foot.....	50	0.75	37.50	0.65	32.50
<b>CONTRACTOR TOTALS</b>				<b>\$5,372.50</b>		<b>\$7,112.50</b>
<b>DISCOUNT</b>						
<b>DISCOUNTED TOTALS</b>				<b>\$5,372.50</b>		<b>\$7,112.50</b>



Program 3966-S Category 3, from Aug 1, 2011 to as late as July 31, 2014 Title: Litigation-Style Copying of Disclosure Case Files Category 3 (Seattle, WA)						
ITEM NO	DESCRIPTION	BASIS OF AWARD	UNIT RATE	(Contr #2 - G4) TERIS WA COST	UNIT RATE	(Contr #3 - I4) GPO ESTIMATE COST
<b>I.</b>	<b>COMPLETE PRODUCT</b>					
1.	Scanning of furnished 8-1/2 x 11", 8-1/2 x 14" originals:					
(a)	Digital scanning, PDF conversion...per scanned page/divider.....	74,500	0.19	14,155.00	0.15	14,155.00
(b)	"Bates" serial number endorsement... per page.....	8,000	0.01	80.00	0.02	160.00
(c)	OCR processing, creation of text-searchable content...per scanned page/divider.....	6,000	0.03	180.00	0.01	180.00
(d)	Burning, labeling, packing CD-R discs... per disc...	40	20.00	800.00	10.00	400.00
(e)	Burning, labeling, packing DVD-R discs...per disc.	10	40.00	400.00	25.00	250.00
(f)	Scanning of large format documents larger than 17 x 11" to 24 x 36"... per sq foot.....	200	2.50	500.00	0.50	100.00
2.	Generation of "blowback" hard copies from furnished digital files.					
(a)	Time to assess furnished digital assets & generate/submit an accurate job estimate to IRS... per hour.....	4	N/C		N/C	
(b)	Time work required to process & otherwise prepare furnished digital files for prt of "blow-back" copies [exclusive of costs charged to Item 3(c)]... per hour.....	30	75.00	2,250.00	35.00	1,050.00
(c)	Prtg. Of "blowback" copies (prt on one side in black)...per prt 8-1/2 x 11" sheet.....	6,000	0.08	480.00	0.08	480.00
3.	Litigation copying (no digital capture: black on one side only):					
(a)	"Bates" serial numbering...per page.....	2,400	0.07	168.00	0.06	144.00
(b)	Copying of case files...per prt 8-1/2 x 11" sheet...	2,300	0.19	437.00	0.13	299.00
(c)	Copying of case files...per prt 8-1/2 x 14" sheet...	100	0.19	19.00	0.13	13.00
(d)	Copying of tab dividers...per prt tab divider.....	100	0.19	19.00	0.13	13.00
(e)	Copying of large format documents larger than 17 x 11" to 24 x 36"...per sq foot.....	50	1.00	50.00	0.75	37.50
	<b>CONTRACTOR TOTALS</b>			\$19,538.00		\$17,281.50
	<b>DISCOUNT</b>					
	<b>DISCOUNTED TOTALS</b>			\$19,538.00		\$17,281.50

Program 3966-S Category 4, from Aug 1, 2011 to as late as July 31, 2014 Title: Litigation-Style Copying of Disclosure Case Files Category 4 (Fresno, CA)						
ITEM NO	DESCRIPTION	BASIS OF AWARD	Valley Document Solutions UNIT RATE	Contr #3-14 CA COST	UNIT RATE	(Contr #4 - K4) GPO ESTIMATE COST
<b>I. COMPLETE PRODUCT</b>						
1.	Scanning of furnished 8-1/2 x 11", 8-1/2 x 14" originals:					
(a)	Digital scanning, PDF conversion... per scanned page/divider.....	34,500	0.12	4,140.00	0.14	4,830.00
(b)	"Bates" serial number endorsement... per page.....	4,000	0.02	80.00	0.02	80.00
(c)	OCR processing, creation of text-searchable content... per scanned page/divider.....	3,000	0.03	90.00	0.01	30.00
(d)	Burning, labeling, packing CD-R discs... per disc...	20	20.00	400.00	25.00	500.00
(e)	Burning, labeling, packing DVD-R discs... per disc...	5	30.00	150.00	50.00	250.00
(f)	Scanning of large format documents larger than 17 x 11" to 24 x 36" ... per sq foot.....	100	1.00	100.00	0.50	50.00
2.	Generation of "blowback" hard copies from furnished digital files.					
(a)	Time to assess furnished digital assets & generate/submit an accurate job estimate to IRS... per hour.....	2	35.00	70.00	35.00	70.00
(b)	Time work required to process & otherwise prepare furnished digital files for prt of "blow-back" copies [exclusive of costs charged to item 3(c)]... per hour.....	15	35.00	525.00	35.00	525.00
(c)	Prtg. Of "blowback" copies (prt on one side in black)...per prt 8-1/2 x 11" sheet.....	3,000	0.12	360.00	0.15	450.00
3.	Litigation copying (no digital capture: black on one side only):					
(a)	"Bates" serial numbering...per page.....	2,400	0.08	192.00	0.03	72.00
(b)	Copying of case files...per prt 8-1/2 x 11" sheet..	2,300	0.12	276.00	0.14	322.00
(c)	Copying of case files...per prt 8-1/2 x 14" sheet..	100	0.12	12.00	0.14	14.00
(d)	Copying of tab dividers...per prt tab divider.....	100	0.14	14.00	0.14	14.00
(e)	Copying of large format documents larger than 17 x 11" to 24 x 36" ...per sq foot.....	50	0.75	37.50	0.50	25.00
<b>CONTRACTOR TOTALS</b>				<b>\$6,446.50</b>		<b>\$7,232.00</b>
<b>DISCOUNT</b>						
<b>DISCOUNTED TOTALS</b>				<b>\$6,446.50</b>		<b>\$7,232.00</b>

Program 3966-S Category 5, from Aug 1, 2011 to as late as July 31, 2014 Title: Litigation-Style Copying of Disclosure Case Files Category 5 (Sacramento, CA)						
ITEM NO	DESCRIPTION	BASIS OF AWARD	Capitol Digital Doc Solutions UNIT RATE	(Contr #1 - E4) CA COST	UNIT RATE	(Contr #4 - I4) GPO ESTIMATE COST
<b>I. COMPLETE PRODUCT</b>						
1.	Scanning of furnished 8-1/2 x 11", 8-1/2 x 14" originals:					
(a)	Digital scanning, PDF conversion...per scanned page/divider.....	34,500	0.11	3,795.00	0.13	4,485.00
(b)	"Bates" serial number endorsement... per page.....	4,000	0.01	40.00	0.02	80.00
(c)	OCR processing, creation of text-searchable content ...per scanned page/divider.....	3,000	0.02	60.00	0.01	30.00
(d)	Burning, labeling, packing CD-R discs... per disc...	20	10.00	200.00	10.00	200.00
(e)	Burning, labeling, packing DVD-R discs...per disc...	5	20.00	100.00	15.00	75.00
(f)	Scanning of large format documents larger than 17 x 11" to 24 x 36" ... per sq foot.....	100	0.50	50.00	0.50	50.00
2.	Generation of "blowback" hard copies from furnished digital files.					
(a)	Time to assess furnished digital assets & generate/submit an accurate job estimate to IRS... per hour.....	2	45.00	90.00	35.00	70.00
(b)	Time work required to process & otherwise prepare furnished digital files for prt of "blow-back" copies [exclusive of costs charged to item 3(c)]... per hour.....	15	45.00	675.00	30.00	450.00
(c)	Prtg. Of "blowback" copies (prt on one side in black)...per prt 8-1/2 x 11" sheet.....	3,000	0.05	150.00	0.06	180.00
3.	Litigation copying (no digital capture: black on one side only):					
(a)	"Bates" serial numbering...per page.....	2,400	0.03	72.00	0.03	72.00
(b)	Copying of case files...per prt 8-1/2 x 11" sheet...	2,300	0.11	253.00	0.11	253.00
(c)	Copying of case files...per prt 8-1/2 x 14" sheet...	100	0.11	11.00	0.11	11.00
(d)	Copying of tab dividers...per prt tab divider.....	100	0.15	15.00	0.25	25.00
(e)	Copying of large format documents larger than 17 x 11" to 24 x 36" ...per sq foot.....	50	0.50	25.00	0.50	25.00
<b>CONTRACTOR TOTALS</b>				<b>\$5,536.00</b>		<b>\$6,006.00</b>
<b>DISCOUNT</b>						
<b>DISCOUNTED TOTALS</b>				<b>\$5,536.00</b>		<b>\$6,006.00</b>

Program 3966-S Category 6, from Aug 1, 2011 to as late as July 31, 2014 Title: Litigation-Style Copying of Disclosure Case Files Category 6 (San Jose, CA)						
ITEM NO	DESCRIPTION	BASIS OF AWARD	UNIT RATE	(Contr #1 - E4) Blackstone CA COST	UNIT RATE	(Contr #3 - I4) GPO ESTIMATE COST
<b>I. COMPLETE PRODUCT</b>						
1.	Scanning of furnished 8-1/2 x 11", 8-1/2 x 14" originals:					
(a)	Digital scanning, PDF conversion...per scanned page/divider.....	34,500	0.08	2,760.00	0.12	4,140.00
(b)	"Bates" serial number endorsement... per page.....	4,000	0.01	40.00	0.02	80.00
(c)	OCR processing, creation of text-searchable content...per scanned page/divider.....	3,000	0.01	30.00	0.01	30.00
(d)	Burning, labeling, packing CD-R discs... per disc...	20	10.00	200.00	10.00	200.00
(e)	Burning, labeling, packing DVD-R discs...per disc.	5	12.00	60.00	25.00	125.00
(f)	Scanning of large format documents larger than 17 x 11" to 24 x 36"... per sq foot.....	100	0.40	40.00	0.50	50.00
2.	Generation of "blowback" hard copies from furnished digital files.					
(a)	Time to assess furnished digital assets & generate/submit an accurate job estimate to IRS... per hour.....	2	55.00	110.00	75.00	150.00
(b)	Time work required to process & otherwise prepare furnished digital files for prt of "blow-back" copies [exclusive of costs charged to Item 3(c)]... per hour.....	15	75.00	1,125.00	75.00	1,125.00
(c)	Prtg. Of "blowback" copies (prt on one side in black)...per prt 8-1/2 x 11" sheet.....	3,000	0.05	150.00	0.05	150.00
3.	Litigation copying (no digital capture: black on one side only):					
(a)	"Bates" serial numbering...per page.....	2,400	0.05	120.00	0.04	96.00
(b)	Copying of case files...per prt 8-1/2 x 11" sheet...	2,300	0.10	230.00	0.10	230.00
(c)	Copying of case files...per prt 8-1/2 x 14" sheet...	100	0.11	11.00	0.10	10.00
(d)	Copying of tab dividers...per prt tab divider.....	100	0.12	12.00	0.10	10.00
(e)	Copying of large format documents larger than 17 x 11" to 24 x 36"...per sq foot.....	50	0.45	22.50	0.59	29.50
<b>CONTRACTOR TOTALS</b>				<b>\$4,910.50</b>		<b>\$6,425.50</b>
<b>DISCOUNT</b>						
<b>DISCOUNTED TOTALS</b>				<b>\$4,910.50</b>		<b>\$6,425.50</b>

## 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 a 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 of 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 and 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 is 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 it 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.

GPO Form 910  
(R 8-01) P57021-4  
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 \_\_\_\_\_ Date \_\_\_\_\_ Certifier \_\_\_\_\_ Date \_\_\_\_\_  
(Initials) (Initials)

**\* SAMPLE BID ENVELOPE \***

To ensure proper processing of all bids, the following information is required on all mailed bid envelopes. Bidders using commercial carrier services shall include the Program/Jacket number and the bid opening time/date on the outermost envelope or wrapper.

Program/Jacket:\_\_\_\_\_

From:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

Check appropriate:

\_\_\_\_\_ Bid enclosed

\_\_\_\_\_ No Bid

U.S. Government Publishing Office  
536 Stone Road, Suite I  
Benicia, CA 94510-1170

Bids will be received  
until NOVEMBER 17, 2015  
at 11:00 AM prevailing  
San Francisco time.

