

U.S. GOVERNMENT PUBLISHING OFFICE
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Proofreading Services

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

Internal Revenue Service (IRS)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending September 30, 2025, plus up to four (4) optional 12-month extension periods that may be added by the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

The period from Date of Award to October 31, 2024, will be used by the contractor to comply with the IRS security requirements and personnel screening investigations. Actual, live production begins on or around November 1, 2024.

NOTE: Actual, live production begins on or around November 1, 2024. No testing or production of any kind, as required by these specifications, is allowed on this contract prior to November 1, 2024.

BID OPENING: Bids shall be opened virtually at 11:00 a.m., Eastern Time (ET), on September 4, 2024, at the U.S. Government Publishing Office. All parties interested in attending the bid opening shall email bids@gpo.gov one (1) hour prior to the bid opening date and time to request a Microsoft Teams live stream link. This must be a separate email from the bid submission. The link will be emailed prior to the bid opening.

BID SUBMISSION: Bidders must email bids to bids@gpo.gov for this solicitation. No other method of bid submission will be accepted at this time. The program number and bid opening date must be specified in the subject line of the emailed bid submission. Bids received after the bid opening date and time specified above will not be considered for award.

PRODUCTION: All production/performance ordered under this contract must be performed on-site at the IRS Washington DC, and New Carrollton (Lanham), MD offices. (See "PLACE OF PERFORMANCE" specified herein.)

BIDDERS, PLEASE NOTE: *This program was formerly Program 855-S.* These specifications have been extensively revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Abstracts of contract prices are available at <https://www.gpo.gov/how-to-work-with-us/vendors/contract-pricing>.

For information of a technical nature, contact Cecilia Dominguez Castro at (202) 512-0418 or via email at cdominguezcastro@gpo.gov.

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. 01-18)) and Materials Management Acquisition Regulation (MMAR) (GPO Publication 805.33, effective May 15, 2003).

GPO Contract Terms (GPO Publication 310.2) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/contractterms2018.pdf>.

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (MAY 2003): This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the address specified above for the MMAR.

52.222-20 Walsh-Healey Public Contracts Act (Dec 1996)

52.222-41 Service Contract Act of 1965, as Amended (May 1989)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment
(Multiple Year and Option Contracts) (May 1989)

52.222-44 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002)

52.227-14 Rights in Data – General (June 1987)

52.227-15 Representation of Limited Rights Data and Restricted Computer Software (May 1999)

52.227-17 Rights in Data –Special Works (June 1987)

52.227-18 Rights in Data – Existing Works (June 1987)

52.228-5 Insurance – Work on Government Installation (Jan 1997)

52.243-4 Changes (Aug 1987)

52.245-5 Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986)

52.245-14 Use of Government Facilities (Apr 1984)

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension added under this clause. Further extension may be negotiated under the “EXTENSION OF CONTRACT TERM” clause.

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.

CONTRACTOR’S QUALIFICATIONS: The prospective contractor must be an experienced firm regularly and continuously engaged in supplying proofreading services. The firm shall have performed service of comparable scope, complexity, and operating requirements as specified herein.

The prospective contractor shall have a satisfactory performance record and, when requested by the Contracting Officer, must provide at least three (3) references of services performed in the proofreading field. The references must include:

- Name of firm
- Point of contact/contact’s title
- Firm’s address and telephone number

When requested, the prospective contractor must provide the three (3) references within two (2) workdays of the request.

The Government reserves the right to waive the request for references if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully perform on this contract.

QUALITY ASSURANCE LEVELS AND STANDARDS OF PROOFREADERS: The following levels and standards shall be maintained:

An average of no more than five (5) proofreading errors per page on an initial reading and an average of no more than 1-1/2 proofreading errors per page on revised readings.

UNSATISFACTORY PERFORMANCE: The contractor shall maintain the quality assurance levels and standards set forth in this contract, and any notice by the Contracting Officer of the failure to perform at these levels and standards shall be cured by the contractor within 48 hours of notification.

RESUMES:

NOTE: For the purpose of this contract, the terms "Contractor Employee," "Contractor Personnel," "Proofreader," and "Vendor" are used interchangeably throughout this contract. Additionally, the terms "business days" and "workdays" are used interchangeably throughout this contract.

Within three (3) workdays of notification, the contractor in line for award shall submit to the Contracting Officer 14 resumes for proofreaders with the required experience, two (2) of which must be for a bilingual (English/Spanish) proofreader.

From the 14 submitted resumes, the Government will choose the 11 proofreaders required.

After the resumes have been reviewed, the Contracting Officer may request additional resumes for up to three (3) requests. If, after three (3) requests for resumes, the Government cannot find 11 qualified proofreaders, the bidder may be declared non-responsible.

CONTRACTOR PERSONNEL: All personnel performing work on this contract are required to be United States citizens and must have a favorably adjudicated background investigation prior to commencing work.

A minimum of a National Agency Check with Inquiries (NACI) with a favorably adjudicated background investigation is required prior to commencing work because of access to Government computers and network systems.

All contractor employees performing on-site will be issued Government badges identifying them as contractor personnel. Contractor employees must wear the badges at all times while on-site.

The Government badges will allow employees access to the building and will also contain a chip allowing them to sign onto the IRS network. All contractor employees will observe all IRS security policies and procedures.

Contractor shall comply with all applicable laws, ordinances, and regulations (Federal, state, city, or otherwise) covering their operations under this contract. The contractor shall comply with all applicable Federal, state, and local laws and ensure performance is secure while protecting material, equipment, and supplies from damage and loss.

Government security personnel shall have the express right to inspect for security violations at any time during the term of the contract.

All information generated in the performance of this contract becomes the property of the Government and must be surrendered upon request and/or completion of the contract. The contractor must protect against the destruction and/or misplacement of all information produced under this contract unless directed under local policy to destroy. This includes both hard and soft copies of data.

The contractor agrees that the records, computer data, lists, and other information therein are and shall remain the exclusive property of the Government, and such data shall not be utilized or disclosed to any person or entity.

The contractor agrees to return to the Government all material utilized during the course of this project.

STANDARDS OF CONDUCT: Contractor personnel shall conduct themselves in a professional manner (i.e., timeliness, communication (spoken and written), etc.). The Contracting Officer may require the contractor to remove from the job site any employee working under this contract for reasons of suspected misconduct, a suspected security breach, or suspected to be under the influence of alcohol, drugs, or any other incapacitating agent. Contractor employees shall be subject to dismissal from the premises upon determination by the Contracting Officer that such action is necessary in the interests of the Government. The IRS-designated representative has the authority to bar individuals from the Government facility. The removal from the job site or dismissal from the premises shall not relieve the contractor of the requirement to provide sufficient personnel to perform the services as required by this contract. The Government shall not reimburse the contractor for travel and other expenses associated with the removal of personnel.

Contractor personnel are not authorized to carry or possess personal weapons including, but not limited to, firearms and knives with a blade length in excess of three inches, while assigned under this contract.

Working Attire and Appearance: Contractor employees shall present a professional appearance commensurate with standards delineated for Government personnel acting in similar capacities.

PROBATIONARY PERIOD: Each proofreader will be subject for up to a 60-calendar day probationary period, during which the Government will evaluate the proofreader(s) performance. Anytime during the 60-calendar day probationary period, the Government will notify the contractor, by telephone and/or email, of its decision to retain or not to retain the proofreader(s).

INSURANCE LIABILITY: Since the work required by the resulting contract will be performed within a Government establishment, the contractor is required to have sufficient insurance to hold and save the Government and the Government employees free and harmless from liability of any nature occasioned by their operations.

WORK AREA RESTRICTIONS: The contractor shall observe the Government regulations regarding trespassing into areas outside of those authorized for this work, such as security areas. Information gained through proofreading shall not be divulged outside of the ordering agency or used for personal gain.

SECURITY OF DATA: The contractor shall not release or sell, to any person, any technical or other data received from the Government under the contract; nor shall the contractor use the data for any purpose other than that for which it was provided to the contractor under the terms of the contract.

The contractor employees shall not make copies of IRS information except as authorized and necessary to perform on this contract. Upon completion of this contract, the copies must be appropriately destroyed.

DATA RIGHTS: All data and materials furnished and produced in the performance of this contract shall be the sole property of the Government. The contractor agrees not to assert rights or to establish any claim to such data/materials in whole or in part in any manner or form, or to authorize others to do so, without prior written consent of the Contracting Officer.

Information contained in all source documents and other media provided by the Government is the sole property of the Government.

SERVICE CONTRACT LABOR STANDARDS (formally called SERVICE CONTRACT ACT OF 1965):

Any contract which may result from this invitation for bid will be subject to the Service Contract Labor Standards as amended. The current Department of Labor wage determination will apply to this contract.

(a) Definitions. As used in this clause—

“Contractor,” when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term “Government Prime Contractor.”

“Service employee” means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees’ authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations.

Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of [41 U.S.C. 6703](#) and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
- (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

- (i) For each employee subject to the Service Contract Labor Standards statute –

(A) Name and address and social security number;

- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.
 - (k) Withholding of payments and termination of contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for the completion of work, charging the Contractor in default with any additional cost.
 - (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.
- (p) Contractor's certification.
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under [41 U.S.C. 6706](#).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under [41 U.S.C. 6706](#).
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).
- (q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to [41 U.S.C. 6707](#) prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by [41 U.S.C. 6703\(1\)](#) without diminishing any fringe benefits or cash payments in lieu thereof required under [41 U.S.C. 6703\(2\)](#), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

- (2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).
- (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire workforce under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by [41 U.S.C. 6703\(1\)](#), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision –
 - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of [41 U.S.C. 6707\(c\)](#).
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

NOTE: SPECIAL EMPHASIS TO THE EFFECT THAT EMPLOYEE COMPENSATION MUST BE AT TIME AND HALF. (REFERENCE: OVERTIME PAY/WAGE HOUR PUBLICATION 1313).

The contractor shall pay the determined wage rate and fringe benefits to all employees performing in the stated classification, which includes annual leave and pay for holidays as described in the Service Contract Labor Standards and the attached wage determination. The Government is not responsible for these benefits.

PLEASE NOTE, THIS STATEMENT IS FOR INFORMATION ONLY. IT IS A DETERMINATION; NOT A WAGE (See Wage Determination, Service Contract Act <https://sam.gov/wage-determination/2015-4281/29>)

Wage Determination No.: 2015-4281

Revision No.: 29

Date of Last Revision: 4/11/2024

<u>Employee Class</u>	<u>Monetary Wage - Fringe Benefits</u>
Proofreader	\$46.57 per hour – Standard Government
(30463 – Technical Writer III)	Benefit Package

PRIVACY AND SECURITY REQUIREMENTS: Protection of Confidential Information

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

- (a) The contractor/subcontractor shall restrict access to all IRS Sensitive But Unclassified (SBU) information obtained in the performance of this contract to those employees and officials who need it to perform the specific services outlined in this contract.
- (b) The contractor/subcontractor shall process all IRS SBU information obtained in the performance of the contract under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the records and in such a way that the unauthorized persons cannot gain access to any such records.
- (c) The contractor/subcontractor shall inform all personnel with access to the confidential information obtained from the IRS in the performance of this contract of the confidential nature of the IRS SBU information and the safeguards required to protect this information from improper disclosure.
- (d) The contractor/subcontractor shall ensure that each contractor/subcontractor employee performing IRS work knows the prescribed rules of conduct and that each contractor/subcontractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act.
- (e) All confidential information obtained from the IRS for use in the performance of this contract shall, at all times, be stored in an area that is physically secured to prevent unauthorized access.
- (f) All contractor/subcontractor employees shall either be literate in English or have a translator available at all times who can read, speak, and understand the language in order to ensure all operational, security, and contract requirements are met. The contractor/subcontractor shall ensure communications are provided at a level such that employees can understand instructions and converse with the customer.
- (g) If applicable, work areas for the production of IRS work shall be in dedicated areas that have fixed barriers and is access controlled to only those employees working on the IRS contract. Signs shall be posted that only IRS-cleared employees may enter. All phases of work will be staged in one main area for each process and sufficiently protected from unauthorized access or commingling with non-IRS work. **If dedicated production areas with fixed barriers are not possible, all employees with access to the production area will need to be security screened.** All IRS work areas will be open to IRS representatives for inspection at all times.

IR1052.204-9000: Submission of Security Forms and Related Materials (APR 2024)

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

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

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

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

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

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

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

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

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

Contract Duration:

- A. Contractor (including subcontractor) personnel whose duration of employment is 180 calendar days or more per year must meet the eligibility/suitability requirements for staff-like access and shall undergo a background investigation based on the assigned position risk designation as a condition of work under the Government contract/order/agreement.
- B. If the duration of employment is less than 180 calendar days per year and the contractor requires staff-like access, the contractor (including subcontractor) personnel must meet the eligibility requirements for staff-like access (federal tax compliance, Selective Service Registration, and US Citizenship or Lawful Permanent Residency), as well as an FBI Fingerprint result screening.
- C. For contractor (including subcontractor) personnel not requiring staff-like access to IRS facilities, IT systems, or SBU data, and only require infrequent access to IRS-owned or controlled facilities and/or equipment (e.g., a time and material maintenance contract that warrants access one or two days monthly), an IRS background investigation is not needed and will not be requested if a qualified escort, defined as an IRS employee or as a contractor who has been granted staff-like access, escorts a contractor at all times while the escorted contractor accesses IRS facilities, or vendor facilities where IRS IT systems hardware or SBU data is stored. As prescribed in IRM 10.23.2, escorting in lieu of staff-like access for IT systems and access to SBU data (escorted or unescorted) will not be allowed.

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

IRM 1.4.6 – Managers Security Handbook; IRM 10.2.14 – Methods of Providing Protection; and IRM 10.8.1 – Policy and Guidance.

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

Flow down of clauses: The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

IR1052.204-9001: Notification of Change in Contractor Personnel Employment Status, Assignment, or Standing (APR 2024)

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

- Receipt of the personnel's notice of intent to separate from employment or discontinue work under this contract/order;
- Knowledge of the personnel's voluntary separation from employment or performance on this contract/order (if no prior notice was given);
- Transfer or reassignment of the personnel and performance of duties under this contract/order, in whole or in part, to another contract/order (and if possible, identify the gaining contract/order and representative

duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation);

- Denial of or revocation of staff-like access as determined by IRS Personnel Security;
- Separation, furlough or release from employment;
- Anticipated extended absence of more than 45 days;
- Change of legal name;
- Change to employment eligibility;
- Change in gender or other distinction when physical attributes figure prominently in the biography of an individual;
- Actual or perceived conflict of interest in continued performance under this contract/order (provide explanation); or
- Death.

When required by the COR, the contractor may be required to provide the information required by this clause to the IRS using the Risk Assessment Checklist (RAC) or security documents as identified by Personnel Security. The notice shall include the following minimum information:

- Name of contractor personnel;
- Nature of the change in status, assignment or standing (i.e., provide a brief non- personal, broad-based explanation);
- Affected contract/agreement/order number(s);
- Actual or anticipated date of departure or separation;
- When applicable, the name of the IRS facility or facilities this individual routinely works from or has staff-like access to when performing work under this contract/order;
- When applicable, contractor (including subcontractor) using contractor (or subcontractor) owned systems for work must ensure that their systems are updated to ensure personnel no longer have continued staff-like access to IRS work, either for systems administration or processing functions; and
- Identification of any Government Furnished Property (GFP), Government Furnished Equipment (GFE), or Government Furnished Information (GFI) (to include Personal Identity Verification (PIV) credentials or badges – also referred to as SmartID Cards) provided to the contractor personnel and its whereabouts or status.

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

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

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

Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

IR1052.224-9000: Safeguards Against Unauthorized Disclosure of Sensitive but Unclassified Information (April 2024)

1. Treasury Directive Publication 15-71 (TD P 15-71), Chapter III – Information Security, Section 24 – Sensitive But Unclassified Information defines SBU information as ‘any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (USC) (the Privacy Act) but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy.’ SBU may be categorized in one or more of the following groups— • Federal Tax Information (FTI), including any information on or related to a tax return.
 - Returns and Return Information
 - Sensitive Law Enforcement Information
 - Employee and Personnel Information
 - Personally Identifiable Information (PII)
 - Information Collected or Created from Surveys
 - Other Protected Information
2. Tax return or tax return information disclosed to the contractor can be used only for a purpose and to the extent authorized herein, and willful disclosure of any such tax return or tax return information for a purpose and to the extent unauthorized for provision of appraisal services to assist with the valuation of conservation easements constitutes a felony, punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Any such knowing or negligent unauthorized disclosure of tax return or tax return information may also result in an award of civil damages in an amount not less than \$1,000 plus costs with respect to each instance of unauthorized disclosure. These penalties are prescribed by the Internal Revenue Code, Sections 7213 and 7431; see also 26 CFR § 301.6103(n)-1.
3. Contractors who perform work at contractor (including subcontractor) managed sites using contractor or subcontractor managed IT resources shall adhere to the general guidance and specific privacy and security control requirements contained in Publication 4812, Contractor Security & Privacy Controls, IRM 10.23.2 - Personnel Security, Contractor Investigations, IRM 10.5.1 Privacy Policy, and IRM 10.8.1 - Information Technology (IT) Security, Policy and Guidance. Publication 4812 and IRM 10.5.1, 10.8.1 and 10.23.2 provide comprehensive lists of all security, privacy, information protection and disclosure controls and guidance.
4. Eligibility, Fitness and Suitability. Contractor (including subcontractor) personnel hired for work within the United States or its territories and possessions and who require staff-like access, wherever the location, to IRS-owned or controlled facilities or work on contracts that involve the design, operation, repair, or maintenance of information systems, and/or require staff-like access to SBU information, must meet the eligibility requirements under IRM 10.23.2, Personnel Security, Contractor Investigations, and shall be subject to security screening and investigative processing, commensurate with the position sensitivity level, and in accordance with IRM 10.23.2, and TD P 15-71. Contractor (including subcontractor) personnel must be found both eligible and suitable, and approved for staff- like access (interim or final) by IRS Personnel Security prior to starting work on the contract/order, and before being granted access to IRS information systems or SBU information.
5. General Conditions for Allowed Disclosure. Any SBU information, in any format, made available to or created by the contractor (including subcontractor) personnel shall be treated as confidential information and shall be used only for the purposes of carrying out the requirements of this contract. Inspection by or disclosure to anyone other than duly authorized officer or personnel of the contractor (including subcontractor) shall require prior written approval of the IRS. Requests to make such inspections or

disclosures shall be addressed to the CO. Access to SBU information shall be provided on a “need to know” basis. SBU information shall never be indiscriminately disseminated, and no person shall be given access to (or allowed to retain) more SBU information than is needed for performance of their duties, and for which that individual has been authorized to receive as a result of having been successfully investigated, adjudicated, trained to receive, and what is strictly necessary to accomplish the intended business purpose and mission.

6. Nondisclosure Agreement. Consistent with TD P 15-71, Chapter II, Section 2, and IRM 10.23.2.15 - Nondisclosure Agreement for Sensitive but Unclassified Information, each contractor (including subcontractor) personnel who requires staff-like access to SBU information shall complete, sign and submit to Personnel Security – through the CO (or COR, if assigned) — an approved Nondisclosure Agreement prior to being granted staff-like access to SBU information under any IRS contract or order.
7. Training. All Contractor personnel assigned to this contract with staff-like access to SBU information must complete IRS-provided privacy and security awareness training, including the Privacy, Information Protection, and Disclosure training, as outlined in IR1052.224-9001 Mandatory IRS Security Training for Information Systems, Information Protection and Facilities Physical Access. Contractor personnel required to take the Unauthorized Access to Taxpayer Data training must attest to understanding the penalties for unauthorized access, as instructed by the COR.
8. Encryption. All SBU information must be protected at rest, in transit, and in exchanges (i.e., internal and external communications). The contractor (including subcontractor) shall employ encryption methods and tools to ensure the confidentiality, integrity, and availability of SBU information.
9. Particularly relevant to this clause are the updated sections to IRM 10.8.1 and Publication 4812 regarding email and text messages, alternative work sites, and incident management:
 - For email and text messaging, the contractor shall abide by IRM 10.8.1.4.17.2.2 “Electronic Mail (Email) Security”, IRM 10.5.1.6.8 “Email” plus all subsections, and IRM 10.8.2.2.1.18 “Contractor”; or Pub. 4812 section 28.3.1 “Electronic Mail (Email) Security,”. Included are requirements on encryption, subject line content, and restrictions on personal email accounts.
 - For alternate work sites the contractor shall abide by IRM 10.8.1.4.11.16 “PE-17 Alternate Work Site” or Publication 4812 section 21.16 “PE-17 Alternate Work Site,”. Included are requirements for incident reporting, encryption, and secure access.
10. Incident and Situation Reporting. Contractors and subcontractors are required to report a suspected or confirmed breach in any medium or form, electronically, verbally or in hardcopy form immediately upon discovery. All incidents related to IRS processing, information or information systems shall be reported immediately upon discovery to the CO, COR, and CSIRC. Contact the CSIRC through any of the following methods:
 - CSIRC Contacts: Telephone: 240.613.3606 E-mail to csirc@irs.gov

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

11. Staff-Like Access to, Processing and Storage of Sensitive but Unclassified (SBU) Information. The contractor (including subcontractor) shall not allow contractor or subcontractor personnel to access, process or store SBU on Information Technology (IT) systems or assets located outside the continental United States and its outlying territories.

Contractors (including subcontractors) utilizing their own IT systems or assets to receive or handle IRS SBU data shall not commingle IRS and non-IRS data.

12. Disposition of SBU Information. All SBU information processed during the performance of this contract, or to which the contractor (or subcontractor) was given staff-like access (as well as all related output, deliverables, or secondary or incidental by-products, information or data generated by the contractor or others directly or indirectly from the source material), regardless of form or format, shall be completely purged from all data storage components of the contractor's or subcontractor facilities and computer systems, and no SBU/Personally Identifiable Information (PII) information will be retained by the contractor either--

- When it has served its useful, contractual purpose, and is no longer needed to meet the contractor's (including subcontractor) other, continuing contractual obligations to the IRS or
- When the contract expires, or is terminated by the IRS (for convenience, default, or cause).

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

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

13. Records Management.

A. Applicability

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

B. Definitions

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

The term Federal record:

1. includes [Agency] records;
2. does not include personal materials;
3. applies to records created, received, or maintained by Contractors pursuant to their [Agency] contract; and
4. may include deliverables and documentation associated with deliverables.

C. Requirements

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

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with IRS policy.
8. The Contractor shall not create or maintain any records containing any non-public IRS information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974, Internal Revenue Code section 6103 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. IRS owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which IRS shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All Contractor personnel assigned to this contract who create, work with or otherwise handle records are required to take IRS-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flow down of requirements to subcontractors

1. The Contractor shall incorporate the substance of this language, its terms, and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this language will be attributed to the Contractor.
3. Other Safeguards. [Insert any additional disclosure safeguards provided by the Program Office/COR or that the CO determines are necessary and in the best interest of the Government and not addressed elsewhere in the contract. If none are entered here, there are no other safeguards applicable to this contract action.

IR1052.224-9001: Mandatory IRS Security Training for Information Systems, Information Protection and Facilities Physical Access (APR 2024)

The Federal Information Security Modernization Act of 2014 (FISMA) requires each federal agency to provide periodic information security awareness training to all contractors/subcontractors involved in the management, use, or operation of Federal information and information systems. In addition, contractor/subcontractor personnel are subject to the Taxpayer Browsing Protection Act of 1997, which prohibits willful unauthorized inspection of returns and return information and details that any violation of the Act could result in civil and criminal penalties. Contractor/subcontractor personnel are bound by the Records Management by Federal Agencies (44 U.S.C. Chapter 31) regarding the care and retention of federal records.

1. The contractor must ensure all new contractor/subcontractor personnel complete all assigned briefings which are based on the responses provided on the Risk Assessment Checklist Form 14606. These responses pertaining to access to any IRS system, including basic LAN, email and internet; access to any Sensitive but Unclassified (SBU) data; and access to any IRS facility. Since new contractor/subcontractor personnel will not have access to the IRS training system, the COR shall provide softcopy versions of each briefing.
 - i. Exception: Contractor personnel (including subcontractors) performing under IRS contracts with Nonprofit Agencies Employing People Who Are Blind or Severely Disabled (as described in

- FAR Subpart 8.7) are exempted from the aforementioned briefing requirements, unless the contractor requests access to the training, or there is a compelling justification for requiring the training that is approved by the Contracting Officer (CO). An example of this would be in an instance where visually impaired personnel is assigned to perform systems development and has potential staff-like access to IRS information.
- ii. Contractor/subcontractor personnel working with IRS information at contractor-controlled facilities with no access to the IRS network will be subject to all mandatory briefing excepting the Facilities Management Physical Security briefing as outlined in Publication 4812.
 - iii. Service Personnel: Inadvertent Sensitive Information Access Training Contractor personnel performing: (i) janitorial and cleaning services (daylight operations), (ii) building maintenance, or (iii) other maintenance and repair and need staff-like access to IRS facilities are required to complete Inadvertent Access to Sensitive Information (SBU) Access training.
 - iv. Service Personnel Security Awareness Training: Contractor personnel providing services in the following categories are required to complete FMSS Physical Security Training:
 - o Medical;
 - o Cafeteria;
 - o Landscaping;
 - o Janitorial and cleaning (daylight operations);
 - o Building maintenance; or
 - o Other maintenance and repair
2. In combination these mandatory briefings are known as IRS Security Awareness Training (SAT). The topics covered are: Cybersecurity Awareness, Privacy Information Protection and Disclosure, Unauthorized Access to Taxpayer Data, Records Management, Inadvertent Sensitive Information Access, and/or Facilities Physical Security. The completion of the assigned mandatory briefings constitutes the completion of the Security Orientation.
 3. The SAT must be completed by contractor/subcontractor personnel within 10 business days of successful resolution of the suitability and eligibility for staff-like access as outlined in IR1052.204-9000 Submission of Security Forms and Related Materials and before being granted access to SBU data. The date listed on the memo provided by IRS Personnel Security shall be used as the commencement date.
 4. Training completion process: The contractor must submit confirmation of completed SAT mandatory briefings for each contractor/subcontractor personnel by either:
 - i. Using Form 14616 signed and dated by the individual and authorized contractor management entity and returned to the COR. This option is used for new contractor/subcontractor personnel and any that do not have an IRS network account.
 - ii. Using the IRS training system which is available to all contractors with IRS network accounts
 5. Annual Training. For contracts/orders/agreement exceeding one year in length, either on a multiyear or multiple year basis, the contractor must ensure that personnel complete assigned SAT mandatory briefings annually no later than October 31st of the current calendar year. The contractor must submit confirmation of completed annual SAT on all personnel unable to complete the briefings in the IRS training systems by submitting completed Form 14616 assigned to this contract/order/agreement, via email, to the COR, upon completion.

6. Contractor's failure to comply with IRS security policy (to include completion and certification of SAT requirements within the timeframe specified) may be subject to suspension, revocation or termination (temporarily or permanently) of staff-like access to IRS IT systems and facilities.
7. Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the substantially same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

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

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

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

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

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

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

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

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

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

Eligibility Requirements Include the Following:

1. Must meet the following U.S. citizenship or residency requirements based on the assigned position risk level:
 - Low Risk - Must be a U.S. citizen or Lawful Permanent Resident (LPR) of the United States.

- Moderate Risk - Must be a U.S. Citizen or LPR with at least three (3) consecutive years of U.S. residency, from the date of legal entry, as an LPR.
- High Risk - Must be a U.S. Citizen.

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

2. Subjects must be Federal tax compliant and must remain tax compliant while actively working on IRS contracts. IRS will check subjects’ tax compliance status upon notification of subject being assigned to work on the IRS contract.

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

Suitability Requirements Include the Following:

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

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

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

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

1. Privacy, Information Protection & Disclosure Briefing Mandatory Briefing
2. Records Management Overview
3. Introduction to UNAX Briefing for Contractors
4. Certification of Annual UNAX Awareness Briefing
5. Cybersecurity Awareness Training
6. Contractor Security Awareness Training (SAT) Certification
7. Inadvertent Sensitive Information Access
8. Insider Threat and/or Facilities Physical Security.

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

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

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

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

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

Contractor and subcontractor employees newly assigned to a significant IT security role, including at time of contract award, must complete the training prior to commencement of work. Proof of specialized IT training is required within five (5) business days of being granted staff-like access approval by Personnel Security. Thereafter, each contractor and subcontractor employee assigned to the contract/order shall complete Awareness Training annually by the date specified by the IRS, of the current calendar year. Existing contracts that have been modified or will be modified to include contractor and subcontractor employees identified as having a specialized IT security role must complete the SITS Training within 45 calendar days of the contract modification designating an employee to a specialized IT security role and annually, by the date specified by the IRS, thereafter.

Separation of Contractor's Employee From this Contract:

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

The contractor shall email Form 14604 (provided upon award of the contract) to the Contracting Officer within one (1) workday of the contractor becoming aware of any change in the employment status, information access requirement, assignment, or standing of a contractor employee under this contract or order.

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

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

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

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

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

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through September 30, 2025 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" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and the period specified herein. Delivery of items or performance of work shall be made only as authorized by orders issued under 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 above the limit on total orders under this contract if any.

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

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

The Government may issue orders which provide for 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 under the "ORDERING" clause of this contract.

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

PRIVACY ACT

(a) The contractor agrees:

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

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

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

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

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

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

PAYMENT: Contractor's billing invoices must be approved before submitting to GPO for payment. Not later than 10 workdays upon completion of each order, the contractor shall submit a PDF file of the itemized statement of billing to the Internal Revenue Services for verification, approval, and signature. The requisition number, program number, print order number, and survey form number shall be noted on the billing documents. Contractor to submit to the Internal Revenue Services to Michael Smith at Michael.J.SmithATSC@irs.gov.

Invoices may be submitted to GPO weekly or monthly for work performed during the period covered on the print order.

Contractor to submit the agency-verified/signed billing invoice to the Government Publishing Office.

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

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

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

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

All contractor billing invoices must be itemized under the line items in the "SCHEDULE OF PRICES."

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the performance of on-site proofreading services of tax forms, instructional material, computer printouts, and other textual and tabular material which are produced on the computerized photocomposition system and/or by commercial contractor.

NOTE: For the purpose of this contract, “on-site” is defined as performing at the Internal Revenue Service’s facilities. See “PLACE OF PERFORMANCE.”

TITLE: Proofreading Services.

FREQUENCY OF ORDERS: Two (2) print orders per year (during the months of May and November) will be issued to cover all services performed during the contract period.

QUANTITY AND NUMBER OF PAGES: The workload is approximately 2,000 pages of forms and approximately 6,000 to 10,000 pages of text.

Each document will require one (1) initial reading. It is anticipated that up to approximately four (4) revision readings will be required.

GOVERNMENT TO FURNISH: Proofs of tax forms, instructional materials, computer printouts, textual and tabular material.

An appropriate work area(s) for up to 11 contractor personnel (at both the DC and New Carrollton Offices) which will contain the following items, at a minimum:

- desk(s) and/or worktables
- chair(s)
- telephone
- photocopying machine
- computer and/or laptop

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.

PROOFREADERS: The contractor shall provide 11 proofreaders per day (two (2) of whom must be bilingual (English/Spanish)) during the period of performance.

The Contracting Officer may request, upon 48-hour notice, additional proofreaders up to approximately two (2), for a total of 13 proofreaders.

The contractor is required to make every effort to provide the same individuals for the services required under this contract throughout the entire contract period. Substitutions of qualified individuals may be necessary in some circumstances (e.g., proofreader is out sick long term or on vacation); however, this should not occur on more than two (2) separate occasions in any one month per proofreader, without prior authorization from the Contracting Officer.

NOTE: If a proofreader must leave work early or is out of the office on a short-term basis (e.g., has a sick day), a substitution is not needed. If a contractor employee will be out of the office for a period longer than five (5) workdays, the Government may request a substitute employee be provided.

PROOFREADING SERVICES:

Proofreading services will include, but are not limited to, the following:

- proofreading/editing (consisting of, but not limited to, misspellings, typos, grammar corrections)
- live readings with Government personnel
- office duties as necessary to successfully complete the task (e.g., photocopying, collation services of material to be proofread).

See “QUALIFICATIONS/PRODUCTION STANDARDS OF CONTRACTOR PERSONNEL,” specified herein, for additional requirements of proofreaders.

PLACE OF PERFORMANCE: All work will be performed on-site at the Internal Revenue Service at two (2) of its locations:

- Washington, DC Office: IRS, 111 Constitution Avenue, NW, Washington, DC 20224
- New Carrollton Office: IRS, 5000 Ellin Road, Lanham, MD 20706

After award, the Government will determine how many proofreaders are needed at each office.

Travel to locations other than those specified above is not expected on this contract.

REGULAR WORK HOURS: The contractor shall perform during regular working hours of the Internal Revenue Service, Monday through Friday. The proofreaders will work an 8-1/2-hour shift (which includes a 1/2 hour lunch period) with the exception of Federal holidays or days that the Government closes due to special circumstances, as determined by the Office of Personnel Management (OPM) or IRS for the Washington, DC area (including the New Carrollton office).

NOTE: Special circumstances may include closure due to inclement weather, National Day of Mourning (which is treated the same as a Federal holiday), or an issue with the work area/building causing closure.

The start of the shift shall be no earlier than 6:30 a.m., and no later than 9:00 a.m.

There are 11 Federal holidays set by law – New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas. If any holiday falls on a Saturday, the holiday is observed on the preceding Friday. If any holiday falls on a Sunday, the holiday is observed on the following Monday.

The Internal Revenue Service will be occupied during performance under this contract, and all work shall be performed in such a manner as to cause minimal interruption to normal activities.

The contractor shall be required to supply proofreading and other specified services for a regular 40-hour work week. A regular 40-hour work week is Monday through Friday, eight (8) hours per day, as specified above.

PREMIUM WORK HOURS: At the request of the Contracting Officer, with 24-hour notice, at least two (2) proofreaders must be available to work eight (8) hours on Saturdays, Sundays, Federal holidays, or up to four (4) hours of overtime during the evenings of Monday through Friday.

TELEWORKING: All proofreaders are required to adhere to the IRS’ teleworking policies. Recurring telework is available (40 hours or less per pay period). At the IRS program manager's discretion, employee(s) may be required to report to the office on scheduled telework days (e.g., meetings, training). All proofreaders will be required to sign the IRS teleworking agreement.

On workdays that the Government offices are closed for inclement weather, building closures, Government furlough/shutdown, etc., the contractor employees will be required to telework.

All proofreaders will have a Government-furnished laptop. The furnished laptops will contain all the necessary software, including software to encrypt the connection to the network.

The proofreaders will need to supply their own network connection.

NOTE: Teleworking is only allowed in the special circumstances described above. If Government offices are open, the contractor employees are expected to be on-site to work. Additionally, teleworking is not an option for work during premium work hours, unless the need for premium hours occurs during any one of the special circumstances described above.

QUALIFICATIONS/PRODUCTION STANDARDS OF CONTRACTOR PERSONNEL: Each proofreader must be able to meet or exceed the following minimum requirement/production standards:

1. A minimum of two (2) years of professional editorial proofreading experience with a firm/company/agency which is/was regularly engaged in the proofreading, printing, publishing, or editorial field. This experience must include the ability to produce standard proofreader copy markup in accordance with the U.S. Government Publishing Office Style Manual and must have consisted of editing/proofreading complex form pages and instructional material.
2. The ability to perform a variety of office tasks with minimal guidance, instructions, and supervision.
3. The ability to read an average of three (3) form pages per hour on initial reading.
4. The ability to read an average of six (6) form pages per hour on revised form pages.
5. The ability to read an average of three (3) pages of typeset copy per hour on initial reading of textual material.
6. The ability to read an average of four (4) pages of typeset copy per hour on revised textual material.
7. The ability to read an average of two (2) pages per hour of typeset copy on tabular instructional material.
8. The ability to read an average of four (4) pages of typeset copy per hour on revised tabular material.
9. The ability to effectively communicate typesetting errors and other required changes to forms designers as required on proofs or verbally, if needed.
10. The ability to perform tasks utilizing Microsoft Office.

The contractor shall:

1. Read manual/hard copy and electronic proofs to detect and mark errors to be corrected.
2. Maintain daily production information that may be reviewed by the IRS employees for the type, quality, quantity, and time performed on any given instructional material, form pages, or tabular material.

The IRS employee(s) will mark errors that were missed by the contractor (in a distinct color) and return them to the proofreader(s) for correction.

SECTION 3. - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the “SCHEDULE OF PRICES” to the following units of production which are the estimated requirements to produce one (1) year’s production 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 for a like period of time.

PREMIUM PAYMENTS: Orders requiring production on Saturdays, Sundays, Federal holidays, and or daily overtime (see “PREMIUM WORK HOURS”) in order to meet production requirements will be paid for at the premium rate in accordance with the price submitted for Item II. in the “SCHEDULE OF PRICES.”

All other orders will be issued to the contractor with the regular schedule (see “REGULAR WORK HOURS”) and paid for in accordance with the submitted price for Item I. in the “SCHEDULE OF PRICES.”

Failure of the contractor to perform work during the specified premium work hours will result in the disallowance of premium payments that were anticipated, and the contractor shall not list such items on their billing invoice.

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

I. 22,000

II. 264

SECTION 4. - SCHEDULE OF PRICES

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

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

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

Bids submitted with NB (No Bid), NA (Not Applicable), or blank spaces for an item may be declared non-responsive.

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

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

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

I. PROOFREADING SERVICES: Prices offered must include all contractor costs for all work performed on this contract during regular work hours.

NOTE: Work in excess of eight (8) hours per day/per person or 40 hours per week/per person is to be charged under Item II.

Price per regular work hourper hour.....\$ _____

II. PREMIUM PAYMENT: Prices offered must include all contractor costs for all work performed on this contract during Saturdays, Sundays, Federal holidays, and/or daily overtime (in excess of the initial eight (8) hours per day/per person).

NOTE: The initial eight (8) hours per day/per person is to be charged under Item I.

Price per premium work hourper hour.....\$ _____

(Initials)

SHIPMENTS: Shipments will be made from: City _____ State _____.

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

DISCOUNTS: Discounts are offered for payment as follows: _____ Percent _____ Calendar Days. See Article 12 "Discounts" of Solicitations Provisions in GPO Contract Terms (Publication 310.2).

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

BID ACCEPTANCE PERIOD: In compliance with the above, the undersigned 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. Failure to provide a 60-day bid acceptance period may result in the expiration of the bid before award.

BIDDER'S NAME AND SIGNATURE: Unless a specific written exception is taken, the bidder, by signing and submitting a bid, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms - Publication 310.2. When responding by email, fill out and return one copy of all pages in "SECTION 4. – SCHEDULE OF PRICES," including initialing/signing where indicated. Valid electronic signatures will be accepted per the Uniform Electronic Transactions Act, §2. Electronic signatures must be verifiable of the person authorized by the company to sign bids. *Failure to sign the signature block below may result in the Bid being declared non-responsive.*

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

(Street Address)

(City – State – Zip Code)

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

(Person to be Contacted) (Telephone Number)

(Email) (Fax Number)

THIS SECTION FOR GPO USE ONLY

Certified by: _____ Date: _____ Contracting Officer: _____ Date: _____
(Initials) (Initials)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4281 Revision No.: 29 Date Of Last Revision: 04/11/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		21.35
01012 - Accounting Clerk II		23.96
01013 - Accounting Clerk III		26.80
01020 - Administrative Assistant		38.79
01035 - Court Reporter		28.71
01041 - Customer Service Representative I		17.17***
01042 - Customer Service Representative II		18.74
01043 - Customer Service Representative III		21.03
01051 - Data Entry Operator I		18.16
01052 - Data Entry Operator II		19.81
01060 - Dispatcher, Motor Vehicle		24.53
01070 - Document Preparation Clerk		19.93
01090 - Duplicating Machine Operator		19.93

01111 - General Clerk I	18.31
01112 - General Clerk II	19.98
01113 - General Clerk III	22.42
01120 - Housing Referral Assistant	26.61
01141 - Messenger Courier	21.58
01191 - Order Clerk I	18.41
01192 - Order Clerk II	20.09
01261 - Personnel Assistant (Employment) I	21.50
01262 - Personnel Assistant (Employment) II	24.05
01263 - Personnel Assistant (Employment) III	26.82
01270 - Production Control Clerk	26.81
01290 - Rental Clerk	20.61
01300 - Scheduler, Maintenance	21.33
01311 - Secretary I	21.33
01312 - Secretary II	23.86
01313 - Secretary III	26.61
01320 - Service Order Dispatcher	21.93
01410 - Supply Technician	38.79
01420 - Survey Worker	22.08
01460 - Switchboard Operator/Receptionist	18.14
01531 - Travel Clerk I	22.65
01532 - Travel Clerk II	24.70
01533 - Travel Clerk III	26.66
01611 - Word Processor I	18.97
01612 - Word Processor II	21.29
01613 - Word Processor III	23.81
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	27.46
05040 - Automotive Glass Installer	25.87
05070 - Automotive Worker	25.87
05110 - Mobile Equipment Servicer	22.24
05130 - Motor Equipment Metal Mechanic	28.91
05160 - Motor Equipment Metal Worker	25.87
05190 - Motor Vehicle Mechanic	28.91
05220 - Motor Vehicle Mechanic Helper	20.35
05250 - Motor Vehicle Upholstery Worker	24.14
05280 - Motor Vehicle Wrecker	25.87
05310 - Painter, Automotive	27.46
05340 - Radiator Repair Specialist	25.87
05370 - Tire Repairer	19.20
05400 - Transmission Repair Specialist	28.91
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.68
07041 - Cook I	20.22
07042 - Cook II	23.51
07070 - Dishwasher	16.96***
07130 - Food Service Worker	17.01***
07210 - Meat Cutter	21.58
07260 - Waiter/Waitress	17.08***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.83
09040 - Furniture Handler	14.06***
09080 - Furniture Refinisher	22.55
09090 - Furniture Refinisher Helper	16.71***
09110 - Furniture Repairer, Minor	19.82
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	16.85***
11060 - Elevator Operator	17.46
11090 - Gardener	24.79
11122 - Housekeeping Aide	17.74
11150 - Janitor	17.74
11210 - Laborer, Grounds Maintenance	18.88
11240 - Maid or Houseman	16.96***

11260 - Pruner	18.02
11270 - Tractor Operator	22.69
11330 - Trail Maintenance Worker	18.88
11360 - Window Cleaner	18.59
12000 - Health Occupations	
12010 - Ambulance Driver	24.09
12011 - Breath Alcohol Technician	28.19
12012 - Certified Occupational Therapist Assistant	38.30
12015 - Certified Physical Therapist Assistant	36.32
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	51.13
12030 - EKG Technician	41.73
12035 - Electroneurodiagnostic Technologist	41.73
12040 - Emergency Medical Technician	24.09
12071 - Licensed Practical Nurse I	25.20
12072 - Licensed Practical Nurse II	28.19
12073 - Licensed Practical Nurse III	31.44
12100 - Medical Assistant	22.39
12130 - Medical Laboratory Technician	31.94
12160 - Medical Record Clerk	25.58
12190 - Medical Record Technician	28.61
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	46.61
12221 - Nursing Assistant I	14.54***
12222 - Nursing Assistant II	16.35***
12223 - Nursing Assistant III	17.84
12224 - Nursing Assistant IV	20.04
12235 - Optical Dispenser	26.69
12236 - Optical Technician	23.50
12250 - Pharmacy Technician	21.46
12280 - Phlebotomist	22.95
12305 - Radiologic Technologist	40.40
12311 - Registered Nurse I	31.84
12312 - Registered Nurse II	38.95
12313 - Registered Nurse II, Specialist	38.95
12314 - Registered Nurse III	47.12
12315 - Registered Nurse III, Anesthetist	47.12
12316 - Registered Nurse IV	56.48
12317 - Scheduler (Drug and Alcohol Testing)	34.93
12320 - Substance Abuse Treatment Counselor	29.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	24.49
13042 - Illustrator II	30.33
13043 - Illustrator III	37.10
13047 - Librarian	42.46
13050 - Library Aide/Clerk	19.29
13054 - Library Information Technology Systems Administrator	38.33
13058 - Library Technician	24.01
13061 - Media Specialist I	27.67
13062 - Media Specialist II	30.94
13063 - Media Specialist III	34.50
13071 - Photographer I	22.33
13072 - Photographer II	25.16
13073 - Photographer III	31.50
13074 - Photographer IV	38.14
13075 - Photographer V	45.78
13090 - Technical Order Library Clerk	24.23
13110 - Video Teleconference Technician	30.84
14000 - Information Technology Occupations	
14041 - Computer Operator I	27.25
14042 - Computer Operator II	30.48

14043 - Computer Operator III	33.99
14044 - Computer Operator IV	37.76
14045 - Computer Operator V	41.82
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	27.25
14160 - Personal Computer Support Technician	37.76
14170 - System Support Specialist	41.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	40.86
15020 - Aircrew Training Devices Instructor (Rated)	49.42
15030 - Air Crew Training Devices Instructor (Pilot)	59.24
15050 - Computer Based Training Specialist / Instructor	40.86
15060 - Educational Technologist	46.24
15070 - Flight Instructor (Pilot)	59.24
15080 - Graphic Artist	38.51
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	59.24
15086 - Maintenance Test Pilot, Rotary Wing	59.24
15088 - Non-Maintenance Test/Co-Pilot	59.24
15090 - Technical Instructor	32.56
15095 - Technical Instructor/Course Developer	39.83
15110 - Test Proctor	26.28
15120 - Tutor	26.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	19.59
16030 - Counter Attendant	19.59
16040 - Dry Cleaner	22.40
16070 - Finisher, Flatwork, Machine	19.59
16090 - Presser, Hand	19.59
16110 - Presser, Machine, Drycleaning	19.59
16130 - Presser, Machine, Shirts	19.59
16160 - Presser, Machine, Wearing Apparel, Laundry	19.59
16190 - Sewing Machine Operator	23.34
16220 - Tailor	24.28
16250 - Washer, Machine	20.53
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	31.46
19040 - Tool And Die Maker	38.21
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	23.78
21030 - Material Coordinator	26.81
21040 - Material Expediter	26.81
21050 - Material Handling Laborer	18.44
21071 - Order Filler	17.70
21080 - Production Line Worker (Food Processing)	23.78
21110 - Shipping Packer	19.99
21130 - Shipping/Receiving Clerk	19.99
21140 - Store Worker I	18.66
21150 - Stock Clerk	22.41
21210 - Tools And Parts Attendant	23.78
21410 - Warehouse Specialist	23.78
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	45.12
23019 - Aircraft Logs and Records Technician	35.77
23021 - Aircraft Mechanic I	42.85
23022 - Aircraft Mechanic II	45.12
23023 - Aircraft Mechanic III	47.32
23040 - Aircraft Mechanic Helper	30.16
23050 - Aircraft, Painter	40.69
23060 - Aircraft Servicer	35.77

23070 - Aircraft Survival Flight Equipment Technician	40.69
23080 - Aircraft Worker	38.32
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	38.32
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	42.85
23110 - Appliance Mechanic	25.28
23120 - Bicycle Repairer	19.30
23125 - Cable Splicer	40.48
23130 - Carpenter, Maintenance	28.16
23140 - Carpet Layer	22.54
23160 - Electrician, Maintenance	33.41
23181 - Electronics Technician Maintenance I	35.18
23182 - Electronics Technician Maintenance II	37.35
23183 - Electronics Technician Maintenance III	39.32
23260 - Fabric Worker	27.66
23290 - Fire Alarm System Mechanic	29.84
23310 - Fire Extinguisher Repairer	25.49
23311 - Fuel Distribution System Mechanic	37.07
23312 - Fuel Distribution System Operator	28.53
23370 - General Maintenance Worker	24.26
23380 - Ground Support Equipment Mechanic	42.85
23381 - Ground Support Equipment Servicer	35.77
23382 - Ground Support Equipment Worker	38.32
23391 - Gunsmith I	25.49
23392 - Gunsmith II	29.64
23393 - Gunsmith III	33.13
23410 - Heating, Ventilation And Air-Conditioning Mechanic	31.79
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	33.49
23430 - Heavy Equipment Mechanic	30.95
23440 - Heavy Equipment Operator	28.45
23460 - Instrument Mechanic	35.15
23465 - Laboratory/Shelter Mechanic	31.46
23470 - Laborer	18.44
23510 - Locksmith	32.72
23530 - Machinery Maintenance Mechanic	31.20
23550 - Machinist, Maintenance	31.20
23580 - Maintenance Trades Helper	18.43
23591 - Metrology Technician I	35.15
23592 - Metrology Technician II	37.03
23593 - Metrology Technician III	38.83
23640 - Millwright	29.89
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	23.35
23790 - Pipefitter, Maintenance	33.08
23810 - Plumber, Maintenance	31.42
23820 - Pneudraulic Systems Mechanic	33.13
23850 - Rigger	34.16
23870 - Scale Mechanic	29.64
23890 - Sheet-Metal Worker, Maintenance	30.59
23910 - Small Engine Mechanic	23.01
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	43.07
23960 - Welder, Combination, Maintenance	28.60
23965 - Well Driller	29.56
23970 - Woodcraft Worker	33.13
23980 - Woodworker	25.49
24000 - Personal Needs Occupations	
24550 - Case Manager	21.35
24570 - Child Care Attendant	17.20
24580 - Child Care Center Clerk	21.46
24610 - Chore Aide	16.90***

24620 - Family Readiness And Support Services Coordinator	21.35
24630 - Homemaker	21.35
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	40.12
25040 - Sewage Plant Operator	29.55
25070 - Stationary Engineer	40.12
25190 - Ventilation Equipment Tender	28.25
25210 - Water Treatment Plant Operator	29.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	27.39
27007 - Baggage Inspector	19.39
27008 - Corrections Officer	31.85
27010 - Court Security Officer	30.66
27030 - Detection Dog Handler	21.69
27040 - Detention Officer	31.85
27070 - Firefighter	31.96
27101 - Guard I	19.39
27102 - Guard II	21.69
27131 - Police Officer I	33.39
27132 - Police Officer II	37.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	20.27
28042 - Carnival Equipment Repairer	22.16
28043 - Carnival Worker	15.65***
28210 - Gate Attendant/Gate Tender	21.04
28310 - Lifeguard	15.38***
28350 - Park Attendant (Aide)	23.53
28510 - Recreation Aide/Health Facility Attendant	17.18***
28515 - Recreation Specialist	29.16
28630 - Sports Official	18.75
28690 - Swimming Pool Operator	25.76
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.06
29020 - Hatch Tender	35.06
29030 - Line Handler	35.06
29041 - Stevedore I	32.73
29042 - Stevedore II	37.23
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	51.58
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	35.56
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	39.17
30021 - Archeological Technician I	22.95
30022 - Archeological Technician II	25.67
30023 - Archeological Technician III	31.79
30030 - Cartographic Technician	31.79
30040 - Civil Engineering Technician	37.80
30051 - Cryogenic Technician I	35.21
30052 - Cryogenic Technician II	38.90
30061 - Drafter/CAD Operator I	22.95
30062 - Drafter/CAD Operator II	25.67
30063 - Drafter/CAD Operator III	28.61
30064 - Drafter/CAD Operator IV	35.21
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	31.79
30095 - Evidence Control Specialist	31.79
30210 - Laboratory Technician	28.21
30221 - Latent Fingerprint Technician I	37.63
30222 - Latent Fingerprint Technician II	41.56
30240 - Mathematical Technician	38.51

30361 - Paralegal/Legal Assistant I	25.58
30362 - Paralegal/Legal Assistant II	31.69
30363 - Paralegal/Legal Assistant III	38.77
30364 - Paralegal/Legal Assistant IV	46.90
30375 - Petroleum Supply Specialist	38.90
30390 - Photo-Optics Technician	31.79
30395 - Radiation Control Technician	38.90
30461 - Technical Writer I	31.47
30462 - Technical Writer II	38.50
30463 - Technical Writer III	46.57
30491 - Unexploded Ordnance (UXO) Technician I	32.78
30492 - Unexploded Ordnance (UXO) Technician II	39.66
30493 - Unexploded Ordnance (UXO) Technician III	47.53
30494 - Unexploded (UXO) Safety Escort	32.78
30495 - Unexploded (UXO) Sweep Personnel	32.78
30501 - Weather Forecaster I	35.21
30502 - Weather Forecaster II	42.82
30620 - Weather Observer, Combined Upper Air Or	(see 2) 28.61
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 31.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	39.66
31020 - Bus Aide	18.33
31030 - Bus Driver	26.31
31043 - Driver Courier	20.84
31260 - Parking and Lot Attendant	16.85***
31290 - Shuttle Bus Driver	19.93
31310 - Taxi Driver	17.71
31361 - Truckdriver, Light	22.77
31362 - Truckdriver, Medium	24.71
31363 - Truckdriver, Heavy	27.88
31364 - Truckdriver, Tractor-Trailer	27.88
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	19.33
99030 - Cashier	15.83***
99050 - Desk Clerk	16.90***
99095 - Embalmer	34.10
99130 - Flight Follower	32.78
99251 - Laboratory Animal Caretaker I	18.47
99252 - Laboratory Animal Caretaker II	20.18
99260 - Marketing Analyst	38.33
99310 - Mortician	34.10
99410 - Pest Controller	21.91
99510 - Photofinishing Worker	22.57
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.95
99810 - Sales Clerk	16.89***
99820 - School Crossing Guard	18.75
99830 - Survey Party Chief	31.00
99831 - Surveying Aide	19.26
99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	17.03***
99841 - Vending Machine Repairer	21.64
99842 - Vending Machine Repairer Helper	17.03***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into

with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

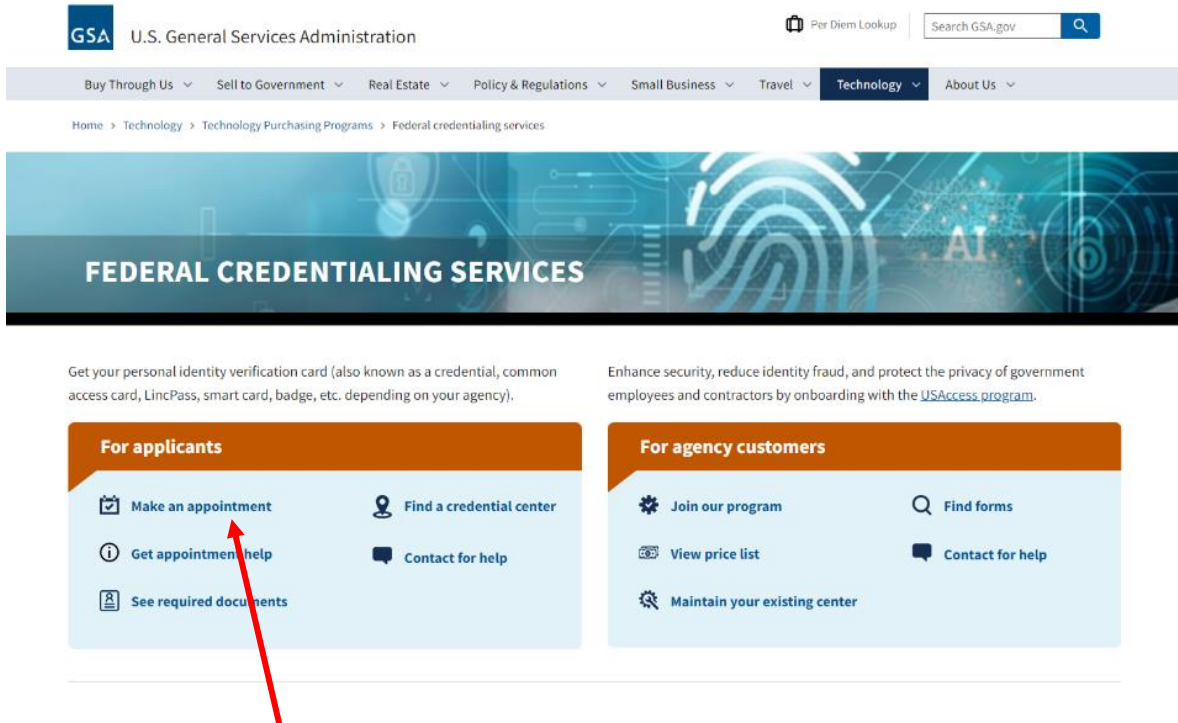
5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

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


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Contractor will need to present 2 federal documents for ID purposes.

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Knowledge Article



SUBJECT EAPP GUIDE - SF86

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Purpose: A guide for filling out the Standard Form 86 (SF86) within eApp.

Note: The Subject eApp Guide is not intended to be a recap of every question on the standard forms, rather an additional helpful tool to aid in the overall completion of the forms. Although this guide is specific to the SF86, it may be useful in aiding the completion of the SF85 and SF85P.

SF86

The SF86 is a questionnaire for national security positions intended to be used for subjects seeking positions that require a security determination. The SF86 may also be used as a basis for future investigations and suitability for employment either for the Federal Government or working on a Federal Government contract.

BEFORE YOU START

The organization sponsoring the investigation may establish the amount of time to complete the form. It is best to set aside time to complete the SF86, as it can take several hours. On average, the estimated time to complete it is 150 minutes, which includes information and document gathering. Begin as soon as possible to ensure the invitation does not expire.

Gather information to cover the requested period. For most sections, one will need information going back 10 years. In most sections, the instructions state that one should not list information prior to his/her 18th birthday unless two years' worth of history must be provided. There are certain sections that ask "if you have ever in your life," which are yes or no questions. Please read each section and question carefully, as specific instructions will be provided if different than the 10-year requirement. One should gather the following information:

- ☐ Citizenship and identifying information for the applicant, the applicant's spouse, immediate family, or cohabitant, if applicable. This includes:
 - US Passport
 - Certificate of Citizenship (N560 or N561)
 - Naturalization Certificate (N550 or N570)
 - Certification of Report of Birth Abroad (DS1350)
 - Certification of Birth (FS545)
 - Consular Report of Birth Abroad (FS240)
- ☐ Or proof of legal status within the US with expiration dates
 - Permanent Resident Card (Green Card I-551)
 - Employment Authorization Card (EAD Card I-766)
 - US Visa
 - I-94
 - Unexpired Foreign Passports
- ☐ Date and place of birth, date of death, if applicable, and physical address for immediate relatives. Immediate relatives include:
 - Mother/Stepmother/Mother-in-Law
 - Father/Stepfather/Father-in-Law
 - Child (including adopted/foster)/Stepchild
 - Brother/Stepbrother/Half-brother
 - Sister/Stepsister/Half-sister
 - Guardian
- ☐ Full name, complete physical address, phone number, and email address for three personal references as well as for individuals who can verify the applicant at each physical address, educational activity, and employment location.

- ☐ Previous physical residency addresses working back 10 years. Addresses prior to the applicant's 18th birthday are not required unless the applicant must provide two years of history.
- ☐ Dates of attendance, diplomas/degrees(s) received, and school addresses for current/past educational activity to include high school attended. One must provide school information for the past 10 years. If the applicant did not receive a degree or diploma within this time period, he/she will be asked to list the last school attended.
- ☐ Dates of employment, work location(s), supervisor name, and contact information for current/past employment activity going back 10 years.

HELPFUL TIPS

- Read instructions for each section carefully.
- All sections must be completed and answered truthfully.
- Ensure all dates follow the format mm/dd/yyyy.
- Do not have any gaps in dates. For example, if time was taken off before starting a new job, list the gap in activities as unemployment.
- Avoid responses of "I do not know," "Unknown," or "Not Applicable."
- Provide complete physical addresses (PO boxes are not allowed). Physical addresses are where the applicant sets down at night and might not necessarily be one's home of record.
- Do not select the browser's **Back** button. Use the section selections on the side to go back or forward throughout the application.
- Most importantly, once the form is fully completed, save a copy.

SECTION 1 - INFORMATION ABOUT YOU

- ☐ The applicant must provide his/her full, legal name, including middle name. If the applicant does not have a middle name, select the "**No Middle Name (NMN)**" checkbox.
- ☐ The applicant must provide his/her actual date of birth. Do not check the "**estimated**" box unless the birthdate is unknown.
- ☐ A Social Security number must be provided. If the applicant does not have a Social Security number, he/she must reach out to the organization requesting the investigation for a pseudo Social Security number.
- ☐ Provide all names used to include maiden names, name changes, all married names, and aliases. If a closed adoption occurred and a new birth certificate was received, only the adoptive name is required to be listed as this is now considered a legal birth name.
 - Remember to include shortened versions of names such as "Jake" for "Jacob" or "Mike" for "Michael."

SECTION 2 - YOUR HISTORY

Where You Have Lived

Create an entry for all addresses that served as a residence or mailing address beginning with the present and working back 10 years.

- ☐ Temporary residences of less than 90 days are not required to be listed if the residence did not serve as a permanent mailing address.
- ☐ If time was split between two residences, list both residences.
- ☐ For military addresses, provide an APO/FPO address and complete unit information, if available.
- ☐ A complete physical address must be provided. A PO box is not acceptable, as this is not a physical location.
- ☐ For entries within the last three years, provide a verifier to validate time at the residency. Verifiers that aren't acceptable to be listed here include relatives already required to be listed and/or cohabitants.

Note: A cohabitant is someone whom the applicant shares bonds of affection, obligation, or other commitment. In other words, this is someone with whom the applicant is involved in a romantic relationship with but are not married to. A cohabitant is not a relative (parent or child) or a roommate.

Your Employment History

- ☐ Provide employment and unemployment activities for the requested period beginning with the present and working back 10 years.
 - There must be no gaps in dates.
 - If the applicant has/had multiple jobs at the same time, dates can overlap.
 - "Student" or "Retirement" are not considered employment activities.
- ☐ If the applicant is/was not working, provide an **unemployment entry**.
 - Unemployment and employment dates cannot overlap.
 - One cannot be unemployed and employed at the same time.
 - One is still considered unemployed even if not receiving benefits.

Note: The National Guard or Reserve Components are to be listed as an employment entry. Do not create an unemployment entry if a member of the National Guard or Reserves and no other employment is held during that time.

- ☐ Military personnel should list each change of station to include deployments.
- ☐ List different physical locations with the same employer as separate employment entries.
- ☐ For remote work, list a home address as the physical work location, not the employer's mailing or physical address.
- ☐ List mergers/acquisitions as separate employers.

Your Education

- ☐ Provide all schools attended during the last 10 years.
- ☐ If no school was attended within the required period, provide the last school attended. If school was not attended in person, select the “**correspondence/distance/extension/online school**” option.

Former Federal Service

- ☐ This does not have a timeline requirement. Former federal service that occurred outside of 10 years should be included.

SECTION 3 - RELATIONSHIPS

Your Marital Status

- ☐ The applicant must provide his/her current **marital status**. Options include Never Married, Married, Separated, Annulled, Divorced, or Widowed.
- ☐ All former spouses are required to be listed, not just the most recent former spouse.
- ☐ Provide requested information about the spouse/former spouse.
 - Provide the spouse/former spouse's complete name (including all previously used names and names prior to marriage).
 - Provide the spouse/former spouse's Social Security number (if applicable).
- ☐ If the applicant currently lives with a cohabitant, provide all requested information.

Note: A cohabitant is someone whom the applicant shares bonds of affection, obligation, or other commitment. In other words, this is someone with whom the applicant is involved in a romantic relationship with but are not married to. A cohabitant is not a relative (parent or child) or a roommate.

People Who Know You Well

- ☐ These individuals should be friends, peers, colleagues, college roommates, associates, etc., who are aware of the applicant's activities outside of the workplace, school, or neighborhood.
- ☐ The association should cover at least the last 10 years.
- ☐ Do not list a spouse, former spouse, other required-to-be-listed relatives, or anyone listed elsewhere on the form.

Relatives

- ☐ Enter all known information on relatives. Reasonable efforts should be made to obtain date and place of birth, as well as citizenship. A list of relatives and documentation requirements for citizenship are listed in the beginning of this document.

SECTION 4 - CITIZENSHIPS

Passports

- ☐ Input the most current passport information, regardless of whether the passport is expired or current. The most recent expired passport is required to be inputted if a current passport is not held.

Citizenship

- ☐ The applicant must provide his/her **citizenship status**. Required documentation is listed in the beginning of this document.
- ☐ If not a US citizen, provide supporting information including document numbers. If the place of birth is not in the US, but a US citizenship is held, it must be reported how the citizenship was obtained. Any individual born outside of the US has some process of obtaining US citizenship even if born on a US military institution.

Dual Citizenship/Foreign Passport

- ☐ Provide the following information if dual citizenship status is/was held:
 - The country (not the US) where citizenship is/was held.
 - Dates of citizenship.
 - How the citizenship was acquired.
 - List actions to renounce citizenship, if applicable.
 - If a foreign passport is or was ever held, all current and expired foreign passports are required to be inputted.

SECTION 5 - MILITARY HISTORY

Selective Service

- ☐ All persons born male after December 31, 1959, are required to register with the Selective Service System.
- ☐ The applicant's Social Security number is not the Selective Service number.
- ☐ If Selective Service information is unknown, visit the Selective Service website (<https://www.sss.gov/Home/Verification>).

US Military

- ☐ Status of service changes require a new entry. For example, transitioning from Active Duty to Active Reserves and vice versa requires a separate entry.

SECTION 6 - FOREIGN ASSOCIATIONS

- ☐ Foreign travel should match what is listed in a passport. However, list all foreign travel taken, even if a stamp was not obtained during travel.
- ☐ Foreign travel should only go back seven years.
- ☐ Foreign contact questions may only request information going back seven years. Some may ask if one has ever had a foreign contact. Please read questions carefully.
 - The applicant will be required to provide information on any questions answered Yes.

SECTION 7 - FINANCIAL RECORD

- ☐ List accounts individually. Some questions have several options and sub-questions, so one question can have multiple answers with multiple explanations. Within each selection indicated Yes, enter entries individually, versus together.
- ☐ Any past due debts should include the following information:
 - Reason.
 - Amounts owed.
 - Satisfied or not.
 - Payment plan with creditor and when the debt will be paid.
- ☐ Any filing of bankruptcy should go back seven years.
- ☐ The timeframe required will be mentioned with each question.

SECTION 8 - SUBSTANCE USE

- ☐ Questions must be answered based on period requirements. Remember that substance questions are based on federal, not state requirements.

SECTION 9 - INVESTIGATION & CRIMINAL HISTORY

- ☐ Do not list a traffic ticket under \$300 unless the incident involved drugs or alcohol.
- ☐ Any felony, domestic violence, alcohol, drugs, firearms, or explosives charge is required to be listed regardless of when it occurred.
- ☐ All arrests and charged offenses within seven years must be listed. This is required even if the charges were dropped or not convicted.
- ☐ List all prior background investigations to include reinvestigations.

SECTION 10 - PSYCHOLOGICAL & EMOTIONAL HEALTH

- ☐ Read each question carefully, as it states when questions should be answered Yes or No.
- ☐ Some questions ask if the applicant has ever done something (not just in a limited period).
- ☐ For any Yes answers, provide the following:
 - The date of occurrence or treatment.
 - The name and address of an ordering agency or physician.
 - The disposition.
 - If the matter was appealed.
 - Whether admission was voluntary or not.
 - The diagnosis.
 - Whether the applicant is currently receiving treatment and, if so, at which location.
- ☐ Any Yes answers require an Authorization for Release of Medical Information signature form.



EMPLOYEE RIGHTS ON GOVERNMENT CONTRACTS

**THIS ESTABLISHMENT IS PERFORMING GOVERNMENT CONTRACT WORK SUBJECT TO:
(CHECK ONE)**

- ☐ **SERVICE CONTRACT ACT (SCA)**
- ☐ **PUBLIC CONTRACTS ACT (PCA)**

MINIMUM WAGES

Your rate must be no less than the federal minimum wage established by the Fair Labor Standards Act (FLSA).

A higher rate may be required for SCA contracts if a wage determination applies. Such wage determination will be posted as an attachment to this notice.

FRINGE BENEFITS

SCA wage determinations may require fringe benefit payments (or a cash equivalent). PCA contracts do not require fringe benefits.

OVERTIME PAY

You must be paid 1.5 times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.

CHILD LABOR

No person under 16 years of age may be employed on a PCA contract.

SAFETY & HEALTH

Work must be performed under conditions that are sanitary, and not hazardous or dangerous to employees’ health and safety.

ENFORCEMENT

Specific DOL agencies are responsible for the administration of these laws. To file a complaint or obtain information, contact the **Wage and Hour Division (WHD)** by calling its toll-free help line at 1-866-4-USWAGE (1-866-487-9243), or visit **www.dol.gov/whd**

Contact the **Occupational Safety and Health Administration (OSHA)** by calling 1-800-321-OSHA (1-800-321-6742), or visit **www.osha.gov**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



U.S. DEPARTMENT OF LABOR

The purpose of the discussion below is to advise contractors which are subject to the Walsh-Healey Public Contracts Act or the Service Contract Act of the principal provisions of these acts.

WALSH-HEALEY PUBLIC CONTRACTS ACT

General Provisions— This act applies to contracts which exceed or may exceed \$10,000 entered into by any agency or instrumentality of the United States for the manufacture or furnishing of materials, supplies, articles, or equipment. The act establishes minimum wage, maximum hours, and safety and health standards for work on such contracts, and prohibits the employment on contract work of convict labor (unless certain conditions are met) and children under 16 years of age. The employment of homeworkers (except homeworkers with disabilities employed under the provisions of Regulations, 29 CFR Part 525) on a covered contract is not permitted.

In addition to its coverage of prime contractors, the act under certain circumstances applies to secondary contractors performing work under contracts awarded by the Government prime contractor.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

Minimum Wage— Covered employees must currently be paid not less than the Federal minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

Overtime— Covered workers must be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 a week. Overtime is due on the basis of the total hours spent in all work, Government and non-Government, performed by the employee in any week in which covered work is performed.

Child Labor— Employers may protect themselves against unintentional child labor violations by obtaining certificates of age. State employment or age certificates are acceptable.

Safety and Health— No covered work may be performed in plants, factories, buildings, or surroundings or under work conditions that are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in the performance of the contract. The safety and health provisions of the Walsh-Healey Public Contracts Act are administered by the Occupational Safety and Health Administration.

Posting— During the period that covered work is being performed on a contract subject to the act, the contractor must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment.

Responsibility for Secondary Contractors— Prime contractors are liable for violations of the act committed by their covered secondary contractors.

SERVICE CONTRACT ACT

General Provisions— The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

Wages and Fringe Benefits— Every service employee performing any of the Government contract work under a service contract in excess of \$2,500 must be paid not less than the monetary wages, and must be furnished the fringe benefits, which the Secretary of Labor has determined to be prevailing in the locality for the classification in which the employee is working or the wage rates and fringe benefits (including any accrued or prospective wage rates and fringe benefits) contained in a predecessor contractor's collective bargaining agreement. The wage rates and fringe benefits required are usually specified in the contract but in no case may employees doing work necessary for the performance of the contract be paid less than the minimum wage established in section 6(a)(1) of the Fair Labor Standards Act. Service contracts which do not exceed \$2,500 are not subject to prevailing rate determinations or to the safety and health requirements of the act. However, the act does require that employees performing work on such contracts be paid not less than the minimum wage rate established in section 6(a)(1) of the Fair Labor Standards Act.

Overtime— The Fair Labor Standards Act and the Contract Work Hours Safety Standards Act may require the payment of overtime at time and one-half the regular rate of pay for all hours work on the contract in excess of 40 a week. The Contract Work Hours Safety Standards Act is more limited in scope than the Fair Labor Standards Act and generally applies to Government contracts in excess of \$100,000 that require or involve the employment of laborers, mechanics, guards, watchmen.

Safety and Health— The act provides that no part of the services in contracts in excess of \$2,500 may be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services. The safety and health provisions of the Service Contract Act are administered by the Occupational Safety and Health Administration.

Notice to Employees— On the date a service employee commences work on a contract in excess of \$2,500, the contractor (or subcontractor) must provide the employee with a notice of the compensation required by the act. The posting of the notice (including any applicable wage determination) contained on the reverse in a location where it may be seen by all employees performing on the contract will satisfy this requirement.

Notice in Subcontracts— The contractor is required to insert in all subcontracts the labor standards clauses specified by the regulations in 29 CFR Part 4 for Federal service contracts exceeding \$2,500.

Responsibility for Secondary Contractors— Prime contractors are liable for violations of the act committed by their covered secondary contractors.

Other Obligations— Observance of the labor standards of these acts does not relieve the employer of any obligation he may have under any other laws or agreements providing for higher labor standards.

Additional Information— Additional Information and copies of the acts and applicable regulations and interpretations may be obtained from the nearest office of the Wage and Hour Division or the national office in Washington, D.C. Information pertaining to safety and health standards may be obtained from the nearest office of the Occupational Safety and Health Administration or the national office in Washington, D.C.

Declaration for Federal Employment*

Form Approved:
OMB No. 3206-0182

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

Instructions

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

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

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

Privacy Act Statement

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

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

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

Public Burden Statement

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

Declaration for Federal Employment*

Form Approved:
OMB No. 3206-0182

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

General Information

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

2. SOCIAL SECURITY NUMBER

3a. PLACE OF BIRTH (Include city and state or country)

3b. ARE YOU A U.S. CITIZEN?

☐ YES ☐ NO (If "NO", provide country of citizenship)

4. DATE OF BIRTH (MM / DD / YYYY)

5. OTHER NAMES EVER USED (For example, maiden name, nickname, etc.)

6. PHONE NUMBERS (Include area codes)

Day

Night

Selective Service Registration

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

7a. Were you born a male after December 31, 1959?

☐ YES

☐ NO (If "NO", proceed to 8.)

7b. Have you registered with the Selective Service System?

☐ YES (If "YES", proceed to 8.)

☐ NO (If "NO", proceed to 7c.)

7c. If "NO," describe your reason(s) in item 16.

Military Service

8. Have you ever served in the United States military?

☐ YES (If "YES", provide information below) ☐ NO

If your only active duty was training in the Reserves or National Guard, answer "NO."

If you answered "YES," list the branch, dates, and type of discharge for all active duty.

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

Background Information

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

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

9. During the last 7 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) *If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.*

☐ YES ☐ NO

10. Have you been convicted by a military court-martial in the past 7 years? *(If no military service, answer "NO.") If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved.*

☐ YES ☐ NO

11. Are you currently under charges for any violation of law? *If "YES," use item 16 to provide the date, explanation of the charges, place of occurrence, and the name and address of the police department or court involved.*

☐ YES ☐ NO

12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? *If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address.*

☐ YES ☐ NO

13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) *If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt.*

☐ YES ☐ NO

Declaration for Federal Employment*

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

Form Approved:
OMB No. 3206-0182

Additional Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, and half-sister.) *If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relativeworks.* ☐ YES ☐ NO
15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service? ☐ YES ☐ NO

Continuation Space / Agency Optional Questions

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

Certifications / Additional Questions

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

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

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

- 17a. Applicant's Signature: _____ Date: _____
(MM / DD / YYYY)
- 17b. Appointee's Signature: _____ Date: _____
(MM / DD / YYYY)

Appointing Officer:

Enter Date of Appointment or Conversion
MM / DD / YYYY

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

- 18a. When did you leave your last Federal job? _____ Date: _____
(MM / DD / YYYY)
- 18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance? ☐ YES ☐ NO ☐ DO NOT KNOW
- 18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled. ☐ YES ☐ NO ☐ DO NOT KNOW

Conditional Access to Sensitive Information Non-disclosure Agreement

Project or contract name/number

Identify the nature of contract work or special project

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

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

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

I understand and agree to the following terms and conditions:

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 13526 or 13556; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government except within the Department of the Treasury as noted in item 8, above.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

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

If applicable:

When information is shared with the Office of Inspector General or the Treasury Inspector General for Tax Administration or the Special Inspector General for TARP, for official audit/investigative purposes, the following statement must be added below the signature line.

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

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

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

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

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

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

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

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

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

A Summary of Your Rights Under the Fair Credit Reporting Act

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

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

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

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

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

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

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

United States Department of the Treasury

Disclosure and Authorization Pertaining to Consumer Reports

Pursuant to the Fair Credit Reporting Act

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

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

(This page must be returned with your investigative paperwork)

Signature

Date

Privacy Act

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

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

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

Contractor Security Awareness Training (SAT) Certification

(Annual and New Contractor Certification for SAT)

SAT Training Year is July 1 thru June 30.

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

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

Part I—Contractor/COR Information

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

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

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

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

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

FOR COR USE ONLY

All training actions have been completed. ☐ Yes ☐ No

Acknowledgment sent ☐ Yes Date _____ ☐ No Reason _____

Criminal/Civil Sanctions

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

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

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

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

Some examples of SBU information follow:

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

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

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

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

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