

PROG#	TERM: Date of Award through July 31, 2014 (Options thru 7/2018)	BASIS	RICOH USA Greensboro, NC	GPO Estimate
1468-S		OF		
ITEM NUMBER	ITEM DESCRIPTION	AWARD	COST	COST
Category 1 - Greensboro, NC				
I. COPYING:				
(a)	Copying of case files			
(1)	Format A (per 8 1/2 x 11" impression)	1,000	0.0699	69.90
(2)	Format B (per 8 1/2 x 14" impression)	10	0.0699	0.70
(3)	Format C (per 11 x 17" impression)	10	0.15	1.50
(b)	Tab Dividers			
(1)	Per printed tab divider...	10	0.10	1.00
(c)	Copying large format documents			
(1)	Black only (per square foot)	5	0.50	2.50
(2)	Full color (per square foot)	5	2.50	12.50
(d)	Blowbacks from CD-ROM			
(1)	Format A (per 8 1/2 x 11" impression)	500	0.04	20.00
(2)	Format B (per 8 1/2 x 14" impression)	10	0.04	0.40
(3)	Format C (per 11 x 17" impression)	10	0.06	0.60
(e)	Blowbacks from CD-ROM, large format documents			
(1)	Black only (per square foot)	5	0.50	2.50
(2)	Full color (per square foot)	5	2.50	12.50
II. SCANNING:				
(a)	Scanning case files:			
(1)	Format A (per 8 1/2 x 11" impression)	10,715	0.0699	748.98
(2)	Format B (per 8 1/2 x 14" impression)	10	0.0699	0.70
(3)	Format C (per 11 x 17" impression)	10	0.15	1.50
(b)	OCR processing:			
(1)	Format A (per 8 1/2 x 11" impression)	100	0.01	1.00
(2)	Format B (per 8 1/2 x 14" impression)	10	0.01	0.10
(3)	Format C (per 11 x 17" impression)	10	0.01	0.10
(c)	Scanning large format documents:			
(1)	Black only (per square foot)	10	0.50	5.00
(2)	Full color (per square foot)	10	2.50	25.00
(d)	Creation of PDF file (max 500 pages)	21	0.00	0.00
III. ADDITIONAL OPERATIONS:				
(a)	"Bates" serial numbering..per page.....	1,000	0.01	10.00
(b)	Colored separator sheets...per 8 1/2 x 11" impression	10	0.00	0.00
(c)	Duplicate CD.....per CD.....	10	5.00	50.00
(d)	Duplicate DVD.....per DVD.....	10	5.00	50.00
TOTAL				
			1,016.48	1,769.05
DISCOUNT			0.00	0.00
NET TOTAL			1,016.48	1,769.05

Awarded ?

PROG#	TERM: Date of Award through July 31, 2014 (Options thru 7/2018)	BASIS	DataSavers Inc Jacksonville, FL	RICOH USA Jacksonville, FL	GPO Estimate	
1468-S		OF				
NUMBER	ITEM DESCRIPTION	AWARD	UNIT RATE	COST	UNIT RATE	COST
Category 2 - Jacksonville, FL						
I. COPYING:						
(a)	Copying of case files					
(1)	Format A (per 8 1/2 x 11" impression)	34,699	0.08	2,775.92	0.0899	2,425.46
(2)	Format B (per 8 1/2 x 14" impression)	10	0.09	0.90	0.0899	0.70
(3)	Format C (per 11 x 17" impression)	10	0.20	2.00	0.15	1.50
(b)	Tab Dividers					
(1)	Per printed tab divider...	10	0.18	1.80	0.10	1.00
(c)	Copying large format documents					
(1)	Black only (per square foot)	5	0.55	2.75	0.50	
(2)	Full color (per square foot)	5	3.35	16.75	2.50	12.50
(d)	Blowbacks from CD-ROM					
(1)	Format A (per 8 1/2 x 11" impression)	1,000	0.07	70.00	0.04	40.00
(2)	Format B (per 8 1/2 x 14" impression)	10	0.07	0.70	0.04	0.40
(3)	Format C (per 11 x 17" impression)	10	0.12	1.20	0.06	0.60
(e)	Blowbacks from CD-ROM, large format documents					
(1)	Black only (per square foot)	5	0.35	1.75	0.50	2.50
(2)	Full color (per square foot)	5	2.55	12.75	2.50	12.50
II. SCANNING:						
(a)	Scanning case files:					
(1)	Format A (per 8 1/2 x 11" impression)	167,946	0.08	13,435.68	0.0699	11,739.4254
(2)	Format B (per 8 1/2 x 14" impression)	10	0.095	0.95	0.0699	0.6990
(3)	Format C (per 11 x 17" impression)	10	0.125	1.25	0.15	1.50
(b)	OCR processing:					
(1)	Format A (per 8 1/2 x 11" impression)	1,000	0.01	10.00	0.01	10.00
(2)	Format B (per 8 1/2 x 14" impression)	10	0.01	0.10	0.01	0.10
(3)	Format C (per 11 x 17" impression)	10	0.01	0.10	0.01	0.10
(c)	Scanning large format documents:					
(1)	Black only (per square foot)	10	0.22	2.20	0.50	5.00
(2)	Full color (per square foot)	10	0.35	3.50	2.50	25.00
(d)	Creation of PDF file (max: 500 pages)	335	0.25	83.75	0.00	0.00
III. ADDITIONAL OPERATIONS:						
(a)	"Bates" serial numbering .per page.....	1,000	0.02	20.00	0.01	10.00
(b)	Colored separator sheets...per 8 1/2 x 11" impression	10	0.025	0.25	0.00	0.00
(c)	Duplicate CD.....per CD.....	18	3.50	63.00	5.00	90.00
(d)	Duplicate DVD.....per DVD.....	10	5.00	50.00	5.00	50.00
TOTAL						
			16,557.30	14,428.98	0.00%	22,691.10
DISCOUNT			0.00%	0.00	0.00%	0.00
NET TOTAL			16,557.30	14,428.98	0.00%	22,691.10

AWarded

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PROG#	TERM: Date of Award through July 31, 2014 (Options thru 7/2018)	BASIS OF AWARD	Imaging Universe FL Lauderdale	RICOH Weston, FL	Xoedaimaging Weston, FL	GPO Estimate
1488-S						
ITEM NUMBER	ITEM DESCRIPTION	AWARD	UNIT RATE	COST	UNIT RATE	COST
I. Category 3 - Plantation, FL						
COPYING:						
(a)	Copying of case files					
(1)	Format A (per 8 1/2 x 11" impression)	40,972	0.05	2,048.60	0.0699	2,863.94
(2)	Format B (per 8 1/2 x 14" impression)	10	0.05	0.50	0.0699	0.70
(3)	Format C (per 11 x 17" impression)	10	0.05	0.50	0.0699	0.70
(b)	Tab Dividers					
(1)	Per printed tab divider...	10	0.07	0.70	0.10	1.00
(c)	Copying large format documents					
(1)	Black only (per square foot)	5	0.20	1.00	0.25	1.25
(2)	Full color (per square foot)	5	0.20	1.00	0.75	3.75
(d)	Blowbacks from CD-ROM					
(1)	Format A (per 8 1/2 x 11" impression)	1,000	0.04	40.00	0.04	40.00
(2)	Format B (per 8 1/2 x 14" impression)	10	0.04	0.40	0.04	0.40
(3)	Format C (per 11 x 17" impression)	10	0.04	0.40	0.06	0.60
(e)	Blowbacks from CD-ROM, large format documents					
(1)	Black only (per square foot)	5	0.20	1.00	0.25	1.25
(2)	Full color (per square foot)	5	0.20	1.00	0.75	3.75
II. SCANNING:						
Scanning case files:						
(1)	Format A (per 8 1/2 x 11" impression)	235,940	0.04	9,437.60	0.0699	16,492.21
(2)	Format B (per 8 1/2 x 14" impression)	10	0.04	0.40	0.0699	0.70
(3)	Format C (per 11 x 17" impression)	10	0.04	0.40	0.0699	0.70
(b)	OCR processing:					
(1)	Format A (per 8 1/2 x 11" impression)	5,000	0.015	75.00	0.01	50.00
(2)	Format B (per 8 1/2 x 14" impression)	10	0.015	0.15	0.01	0.10
(3)	Format C (per 11 x 17" impression)	10	0.015	0.15	0.01	0.10
(c)	Scanning large format documents:					
(1)	Black only (per square foot)	10	0.20	2.00	0.25	2.50
(2)	Full color (per square foot)	10	0.20	2.00	0.75	7.50
(d)	Creation of PDF file (max.500 pages)	471	0.20	94.20	0.00	0.00
III. ADDITIONAL OPERATIONS:						
(a)	"Bates" serial numbering...per page.....	5,000	0.025	125.00	0.01	50.00
(b)	Colored separator sheets...per 8 1/2 x 11" impression	443	0.01	4.43	0.00	0.00
(c)	Duplicate CD.....per CD.....	10	12.50	125.00	5.00	50.00
(d)	Duplicate DVD.....per DVD.....	10	12.50	125.00	5.00	50.00
TOTAL						
			0.00%	12,086.43	0.00%	19,621.14
	DISCOUNT			0.00		0.00
	NET TOTAL			12,086.43		19,621.14

Awarded

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PROG#	TERM: Date of Award through July 31, 2014 (Options thru 7/2018)	BASIS	DSI Document Solutions OF Nashville, TN	GPO Estimate
1468-S				
ITEM	ITEM DESCRIPTION	AWARD	UNIT RATE	UNIT RATE
NUMBER				
Category 4 - Nashville, TN				
I. COPYING:				
(a)	Copying of case files			
(1)	Format A (per 8 1/2 x 11" impression)	62,502	0.15	9,375.30
(2)	Format B (per 8 1/2 x 14" impression)	10	0.15	1.50
(3)	Format C (per 11 x 17" Impression)	1,117	0.25	279.25
(b)	Tab Dividers			
(1)	Per printed tab divider...	10	0.50	5.00
(c)	Copying large format documents			
(1)	Black only (per square foot)	5	0.75	3.75
(2)	Full color (per square foot)	5	7.00	35.00
(d)	Blowbacks from CD-ROM			
(1)	Format A (per 8 1/2 x 11" impression)	1,000	0.06	60.00
(2)	Format B (per 8 1/2 x 14" impression)	10	0.06	0.60
(3)	Format C (per 11 x 17" Impression)	10	0.25	2.50
(e)	Blowbacks from CD-ROM, large format documents			
(1)	Black only (per square foot)	5	0.75	3.75
(2)	Full color (per square foot)	5	7.00	35.00
II. SCANNING:				
Scanning case files:				
(a)	Scanning case files:			
(1)	Format A (per 8 1/2 x 11" impression)	100,428	0.15	15,094.33
(2)	Format B (per 8 1/2 x 14" impression)	10	0.15	1.50
(3)	Format C (per 11 x 17" Impression)	10	0.15	1.50
(b)	OCR processing:			
(1)	Format A (per 8 1/2 x 11" impression)	1,000	0.02	20.00
(2)	Format B (per 8 1/2 x 14" impression)	10	0.02	0.20
(3)	Format C (per 11 x 17" Impression)	10	0.02	0.20
(c)	Scanning large format documents:			
(1)	Black only (per square foot)	10	0.75	7.50
(2)	Full color (per square foot)	10	7.00	70.00
(d)	Creation of PDF file (max. 500 pages)	200	5.00	1,000.00
III. ADDITIONAL OPERATIONS:				
(a)	"Bates" serial numbering, per page.....	1,000	0.01	10.00
(b)	Colored separator sheets...per 8 1/2 x 11" Impression	3,219	0.06	193.14
(c)	Duplicate CD.....per CD.....	4	10.00	40.00
(d)	Duplicate DVD.....per DVD.....	5	15.00	75.00
TOTAL				
			0.00%	26,315.02
			0.00%	0.00
			0.00%	26,315.02
			0.00%	25,190.94
			0.00%	0.00
			0.00%	25,190.94

Awarded

TERM: Date of Award through July 31, 2014 (Options thru 7/2018)

PROG#	ITEM NUMBER	ITEM DESCRIPTION	BASIS OF AWARD	UNIT RATE	RICOH USA Atlanta, GA COST	UNIT RATE	GPO Estimate COST
I. COPYING: Category 6 - Atlanta, GA							
(a)	(1)	Copying of case files					
	(1)	Format A (per 8 1/2 x 11" impression)	41,186	0.0699	2,878.90	0.11	4,530.46
	(2)	Format B (per 8 1/2 x 14" impression)	24	0.0699	1.68	0.11	2.64
	(3)	Format C (per 11 x 17" impression)	20	0.15	3.00	0.20	4.00
	(b)	Tab Dividers					
	(1)	Per printed tab divider...	56	0.10	5.60	0.20	11.20
	(c)	Copying large format documents					
	(1)	Black only (per square foot)	5	0.50	2.50	0.49	2.45
	(2)	Full color (per square foot)	5	2.50	12.50	3.50	17.50
	(d)	Blowbacks from CD-ROM					
	(1)	Format A (per 8 1/2 x 11" impression)	1,000	0.04	40.00	0.08	80.00
	(2)	Format B (per 8 1/2 x 14" impression)	10	0.04	0.40	0.08	0.80
	(3)	Format C (per 11 x 17" impression)	10	0.06	0.60	0.12	1.20
	(e)	Blowbacks from CD-ROM, large format documents					
	(1)	Black only (per square foot)	5	0.50	2.50	0.29	1.45
	(2)	Full color (per square foot)	5	2.50	12.50	3.50	17.50
II. SCANNING:							
	(a)	Scanning case files:					
	(1)	Format A (per 8 1/2 x 11" impression)	314,744	0.0699	22,000.61	0.11	34,621.84
	(2)	Format B (per 8 1/2 x 14" impression)	10	0.0699	0.70	0.11	1.10
	(3)	Format C (per 11 x 17" impression)	10	0.15	1.50	0.20	2.00
	(b)	OCR processing:					
	(1)	Format A (per 8 1/2 x 11" impression)	1,000	0.01	10.00	0.03	30.00
	(2)	Format B (per 8 1/2 x 14" impression)	10	0.01	0.10	0.03	0.30
	(3)	Format C (per 11 x 17" impression)	10	0.01	0.10	0.03	0.30
	(c)	Scanning large format documents:					
	(1)	Black only (per square foot)	10	0.50	5.00	0.29	2.90
	(2)	Full color (per square foot)	10	2.50	25.00	2.00	20.00
	(d)	Creation of PDF file (max.500 pages)	629	0.00	0.00	1 0.00	0.00
III. ADDITIONAL OPERATIONS:							
	(a)	"Bates" serial numbering...per page.....	600	0.01	6.00	0.03	18.00
	(b)	Colored separator sheets...per 8 1/2 x 11" impression	50	0.00	0.00	0.00	0.00
	(c)	Duplicate CD.....per CD.....	17	5.00	85.00	5.00	85.00
	(d)	Duplicate DVD.....per DVD.....	10	5.00	50.00	10.00	100.00
TOTAL							
					25,144.18	0.00%	39,550.64
DISCOUNT					0.00	0.00%	0.00
NET TOTAL					25,144.18		39,550.64

Awarded



QUOTATION REQUEST

U.S. GOVERNMENT PRINTING OFFICE
Atlanta, GA

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Litigation-Style Scanning & Copying of FOIA Case Files

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

Department of Treasury: Internal Revenue Service
(Various Cities)

Single Award in each of Seven Categories

CONTRACT TERM: The term of this contract is for the period beginning date of award and ending July 31, 2014, plus up to four optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

PLEASE NOTE: These specifications have been extensively revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before quoting.

RESTRICTION ON LOCATION OF PRODUCTION FACILITIES FOR EACH CATEGORY:

NOTE: All production facilities used in the manufacture of the product(s) ordered under the contract **MUST** be located within a 25-mile radius (*or maximum 50-mile radius) of zero milestone of the following cities depending on the Category:

Category 1: Greensboro, NC*

Category 2: Jacksonville, FL

Category 3: Plantation, FL

Category 4: Nashville, TN

Category 5: Memphis, TN

Category 6: Atlanta, GA (includes multiple addresses in the Atlanta, GA metro area)

Category 7: Shreveport, LA*

DIRECT ALL QUESTIONS CONCERNING THESE SPECIFICATIONS TO RENEE SESSUM (404) 605-9160, Ext. 32706, OR E-MAIL rsessum@gpo.gov. NO COLLECT CALLS.

ABSTRACT OF PREVIOUS PRICES IS AVAILABLE

via the internet (<http://www.gpo.gov/gpo/abstracts/abstract.action?region=Atlanta>),
or you may **FAX request** to 1-800-270-4758.

QUOTE OPENING: Quotes due by 11 a.m., prevailing Atlanta, GA time on July 30, 2013

QUOTE SUBMISSION: This is a Small Purchase Term Contract (GPO 910 Form is NOT required). Telephone and/or email quotes are NOT acceptable. Facsimile quotes are acceptable (see GPO Contract Terms, Pub. 310.2, Rev. June 2001). Fax quotes to 1-800-270-4758 or mail to GPO Atlanta Regional Printing Procurement Office, 3715 Northside Parkway NW, Suite 4-305, Atlanta, GA 30327.

To submit a quote, the contractor must execute and submit the "Schedule of Prices", which are included at the end of this specification (pages 20 through 29).

All GPO publications referenced in these specifications are available on the internet via the GPO web-site, <http://www.contractorconnect.gpo.gov>.

SECTION 1. - GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this request for quote (RFQ) will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised August 2002)).

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

SUBCONTRACTING: Subcontracting will not be permitted.

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

Product Quality Levels:

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

Copies will not be acceptable if they contain background tone, strip-lines, or printed products which are not equal to the furnished copy.

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

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

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

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Camera Copy/File Setup/ Other Government Furnished Originals

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.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 60 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award to June 30, 2014, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending January 31, 2013, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

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

The security and confidentiality of Government legal documents handled and stored by the contractor during the execution of the contract are of critical importance and play a vital role in determining whether a contractor is responsible for award under the contract. If there is a deficiency in any area, the contractor will allowed no more than 5 workdays to insure all of the security requirements of the IRS are met.

SECURITY: IRS Certification of Nondisclosure (*see Attachment A*) is hereby made an integral part of these specifications. Each bidder will be required to sign the Certification of Nondisclosure and submit a copy with the contract quote.

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

The contractor will be provided with documents such as tax returns, return information, checks, receipts, ledgers, bank statements, etc. for the purpose of reproduction. These legal documents are considered sensitive but unclassified (SBU) federal tax information (FTI). The contractor shall provide the necessary means, methods and facilities to ensure secure custody and strict accountability of all job materials while in the contractor's possession. All work performed (scanning, copying, binding, and packing, etc.) must be done in a secured area accessible only to authorized personnel to ensure strict confidentiality of sensitive legal documents (*see Attachment A*).

Unless otherwise indicated, all extra copies, materials, waste, etc., must be destroyed beyond recognition or reconstruction, or returned to IRS as specified on each print order.

The contractor must ensure compliance with Internal Revenue Service (IRS) Publication 1075 (Rev. 08-2010), Catalog Number 469370, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities. A copy of this publication is available at <http://www.irs.gov/>. The IRS reserves the right to conduct both on-site pre-award and post-award Safeguard Reviews at any time during the term of the contract.

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

All access doors should be equipped with high security locks that are not easily compromised. The locking devices should be high-security, pin-tumbler cylinder locks that are key operated mortised or rim-mounted dead-bolt lock. The locks should have no less than one-inch throw and at least five pin tumblers. If bolt is visible when locked, it must contain hardened inserts or be made of steel. Both the keys and the lock must be "off master". All keys issued to this space must be accounted for and controlled, even when not in use. If combination locks are used, they should have no less than four digits in the combination with a recorded audit trail. The space must also have a current access list of employees allowed to access the space. All perimeter doors must be solid cored or metal. The door hinges must be non-removal or installed on the interior of the door so that they cannot be removed from the outside of the space. If the door has a glass insert it must have wire mesh sandwiched between the glasses to prevent unauthorized access into the space. The space should be cleaned during daytime hours in the company of the contractor employees. If daytime cleaning is not possible, the cleaning personnel will be advised of nondisclosure of information requirements set out in Internal Revenue Code (IRC) 7213A and IRM 11.3.1.6.2 . (A copy of the IRC can be obtained at: <http://www.gpoaccess.gov/uscode/browse.html>. A copy of the IRM can be obtained at <http://www.irs.gov/irm>

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

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

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

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

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

If additional background information is required, the contractor shall submit a properly completed set of investigative request processing forms for each such employee in compliance with instructions to be furnished by the IRS. The IRS will assess the risk level for such employee and determine the need for individual security investigation. It is anticipated that most contractor employees will require a basic investigation.

The contractor shall notify IRS and the Contracting Officer, Atlanta Regional Government Printing Procurement Office (in writing) of the termination, resignation, or reassignment of any authorized personnel under the contract. Further, the contractor shall include the steps taken to insure continued performance in accordance with the contract. Replacement personnel or new hires must have qualifications that are equal to or higher than the qualifications of the person(s) to be replaced.

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

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

Contractor may contact Rose Wong (510-637-2771) regarding questions concerning requirements for a security clearance.

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

Accordingly, the release of any IRS case file materials to any person or party not expressly authorized by the IRS is strictly prohibited. The contractor shall take all appropriate action and measures to minimize exposure of the furnished materials to a minimum number of employees. The contractor will be required to account for all furnished originals and manufactured copies. Unless otherwise indicated, all extra copies (in any format), waste, spoilage sheets, and so forth are to be destroyed beyond recognition and reconstruction, or return to IRS as specify on print orders. All electronic files and data shall be completely purged from all data storage components of the contractor's computer facility.

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

Safe Custody: The contractor has the responsibility to ensure that all copy materials constantly remain in safe custody from the time they are picked-up until the time they are returned.

Safe custody ensures the legal documents remain in the sealed cartons until they arrive at the contractor's secure area within plant. The legal document cartons and litigation copy cartons must always remain in view of authorized personnel. No unauthorized personnel are to handle the cartons.

During transportation, the contractor will ensure that IRS documents are not co-mingled with other non-IRS documents. The documents should be transported in sealed marked containers and segregated from other documents during transportation. The markings should not disclose the name or any other identifying information of the records. Records/materials requiring pre-production or non-working hour storage must be stored in locked containers within a secured area with the access controlled.

The vehicle that the contractor uses to transport the furnished job materials (as well as the produced materials) must be locked at all times unless loading and unloading cartons. If authorized personnel must make more than one trip to load or unload cartons, the contractor must have another authorized person guarding the cartons in the vehicle. Cartons in a locked vehicle left unattended by an authorized person are in direct violation of the contract. The only time the cartons can be left unattended is in the secure area of the plant.

The contractor must provide a procedure for safeguarding documents and chain of custody. The procedure should set forth all precautions that will be taken to ensure integrity of documents.

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

PRIVACY ACT NOTIFICATION: This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

PRIVACY ACT

(A) The contractor agrees:

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

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

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

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

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through June 30, 2014, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

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

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

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

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

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

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

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

PAYMENT: The contractor will be required to furnish a copy of the billing, with a final count of items copied, for signature **prior to submission for payment*** to: the IRS, Attn: Ms. Rose Wong (FAX: 510-637-2768)

****NOTE: This does NOT authorize payment for items procured OUTSIDE the scope of the contract, without a contract modification issued and signed by the Contracting Officer, U.S. Government Printing Office.***

Once verification has been received, submit the signed copy to: Comptroller, Stop FMCE, Financial Management Service, U.S. Government Printing Office, Washington, D.C. 20401. (NOTE: GPO recommends using the Contractor Fax Billing System. Please visit the GPO web-site, <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>, for instructions.)

Failure to comply with the above may result in a delay of payment

Additionally, the contractor is to FAX a copy of the invoice to GPO Atlanta, 1-800-270-4758, ATTN: Program 1468-S Administrator.

NOTE: CONTRACTOR BILLING MUST BE ITEMIZED PER THE SCHEDULE OF PRICES – SEE PAGES 20 through 29.

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

POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION:

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

(b) During performance, in whole or in part, of this contract on a Federal facility, the Contractor shall provide to the Contracting Officer all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA, the emergency notice requirements of Section 304 of EPCRA, the list of Material Data Safety Sheets required by Section 311 of EPCRA, the emergency and hazardous chemical inventory forms of Section 312 of EPCRA, and the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications are designed for occasional, unpredictably-requested, quick-turnaround digital scanning/copying of sensitive IRS file documents requested under the Freedom of Information Act (FOIA), requiring such operations as pickup of the furnished materials by the contractor in a contractor-owned vehicle; disassembly and hand-feeding of original documents; digital scanning, OCR document processing, electrostatic thermal or other copying process, including large format documents (over 11 x 17" up to 24 x 36") in black and/or full color; "Bates" serial numbering; Xerographic generation of "blowback" hardcopies from furnished digital copy, archiving onto (as well as copying of) CD-R and DVD-R disc(s), reassembly of furnished documents into their original state, packing, delivery of the reproduced copy, and return of the furnished materials by the contractor in a contractor-owned vehicle.

TITLE: Litigation-Style Scanning & Copying of FOIA Case Files.

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

FREQUENCY OF ORDERS: It is impossible to determine the precise requirements; however, it is anticipated that approximately 175 orders per year per year will be required (see below for the anticipated breakdown per Category).

- Category 1: Greensboro, NC – approximately 5 orders.
- Category 2: Jacksonville, FL – approximately 24 orders.
- Category 3: Plantation, FL – approximately 36 orders.
- Category 4: Nashville, TN – approximately 50 orders.
- Category 5: Memphis, TN – approximately 5 orders.
- Category 6: Atlanta, GA – approximately 50 orders.
- Category 7: Shreveport, LA – approximately 5 orders.

ALL REQUIREMENTS APPLY TO ALL CATEGORIES UNLESS NOTED

QUANTITY: The majority of orders will require scanning of approximately 200 to approximately 37,000 legal documents to PDF files and archiving PDF files onto CD/DVD optical media, with an average of 2000 documents per order. Each PDF file is not to exceed 500 scanned pages or as specified on print orders. The PDF files will typically not need to be text-searchable, "Bates" numbered or require blowback hard copies.

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

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

Occasional orders will require 1 or 2 paper hard copies of approximately 200 to approximately 37,000 legal documents, with an average of 6,624 documents per order. It is anticipated that less than 1% of those documents will be tab dividers (usually 1/5 cut, 1/2" tabs).

Orders may require colored separator sheets (blank or printed) inserted as indicated on the print order.

TRIM SIZE: Various trim sizes will be ordered and paid for in their respective "Format" classification as follows:

Text:

Format "A": 8-1/2 x 11"

Format "B": 8-1/2 x 14"

Format "C": 11 x 17"

It is anticipated that most of the pages will be Format A.

Large Format Documents: over 11 x 17" up to 24 x 36"

Tabs (for Format A only) – 9* x 11" (*includes 1/2" tab lip).

GOVERNMENT TO FURNISH: Original legal documents packed in cartons consisting of line copy including tax returns, bank and personal checks, receipts, financial ledgers, bank statements, photo prints, etc. on various sizes and colors of stock to be produced at 100% or 95% and occasionally at other rates of reduction. The individual print order will specify the rate of reduction, if applicable. It is estimated that less than one percent of the furnished originals will include color elements. Furnished material may be single and/or multiple leaf documents held together with numerous staples or other fasteners in envelopes, folders, binders, boxes, etc.

Occasionally, furnished material(s) may be saddle or side-stitched, perfect or case bound. Saddle, perfect bound and case bound publications must be kept intact, cutting at spine WILL NOT be permitted. Furnished materials may also include documents in various digital formats on CD-ROM(s) for generation of "blowback" hard copies. Agency furnished digital formats on CD/DVD may also require duplication from disc to disc.

Copy size ranges from 1 x 2" up to and including 24 x 36". Reproduce same size or at various focuses as indicated on print order.

It is estimated that:

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

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

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

Print orders.

Facsimile, Form 905 (R. 3/90) with labeling and marking specifications.

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

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

The GPO imprint requirement is waived.

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

NOTICE: Copies of the "Government Paper Specifications Standards" are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402; or from the GPO web site.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

The paper to be used will be indicated on each print order. All text paper used in each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine.

Text: White Plain Copier, Xerographic, Laser Printer, basis weight: 20 lbs per 500 sheets, 17 x 22", equal to JCP Code O-63.

Separator Sheets: Colored Plain Copier, Xerographic, Laser Printer, basis weight: 20 lbs per 500 sheets, 17 x 22", equal to JCP Code O-63.

Tab Dividers: White Index, basis weight: 90 lbs per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10.
(NOTE: It is anticipated that 1% of the total required leaves will be Index stock.)

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

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

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

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

COPYING: All documents reproduce face only in black (except as noted for Large Format Documents*, below). (NOTE: Occasionally, originals may be in color and/or two sided; however, reproduction ALWAYS to be FACE ONLY in black and full color).

Contractor will be required to remove all fasteners from furnished material prior to reproducing, with the exception of perfect and case bound spines. Staples, paper clips, comb binding, etc. must be removed to duplicate, but should be replaced after completion. Government furnished material must be recompiled and refilled in their original state. (NOTE: Post-it notes should be removed, copied, and put back on the original just as it was furnished. The contractor is make *two* copies of such documents: One copy of the original document

with the Post-It note(s) affixed or just the Post-It note(s) per the agency instructions; and one copy of the original without the Post-It note(s) affixed.)

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

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

**Large Format Documents: Some orders may include reproduction of documents larger than 17 x 11" to as large as 24 x 36". Note: Occasional maps may require printing in full color.*

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

Reproduced files may require the contractor to substitute separator sheets (a blank or printed colored 8-1/2 x 11" sheet of paper) for each original tab divider, as indicated on the print order in lieu of the tab divider.

Occasionally, the contractor will be required to print from documents provided in various digital formats on CD-ROM(s).

Occasionally, duplicate copies of CDs and/or DVDs will be required. Contractor is to ensure that the copied CDs/DVDs can be read from any standard CD/DVD reader.

MARGINS: Margins will be specified on the print order or furnished copy.

BINDING: Trim four sides and bind the same way as the copy was received, unless otherwise indicated on the print order. No guarantees can be made; however, various binding styles will be required.

As stated the contractor is to rebind the furnished material exactly the way it was furnished (exception case bound, perfect bound, and saddle-stitched products, which are kept intact).

After copying the documents, the contractor will bind as follows, unless otherwise indicated on the print order:

Stapled originals: The contractor shall assemble the contractor-produced copy(ies) in the same sequence as the furnished originals and insert plain color sheets as separators between each set of documents. After copying, the contractor shall staple (at upper left corner) the original documents in the same sequence and manner as furnished.

Loose-leaf originals bound with a rubber band: The contractor shall rubber band both the originals and the contractor-produced copy in the same sequence and manner as the furnished originals.

Loose-leaf originals furnished within a folder or binder: The contractor shall insert the originals back into the furnished folder or binder in the same sequence and manner as furnished, and shall rubber band the contractor-produced copy in the same sequence as the furnished material.

Case bound, perfect bound, saddle-stitched originals: The contractor shall rubber band the contractor-produced copy in the same sequence as the furnished bound publication. Combing or intermixing of separate publications is not permitted.

DIGITAL SCANNING/ ARCHIVING REQUIREMENTS: It is anticipated that most orders will require the contractor to digitally scan case file documents to PDF format and archive onto CD-R/DVD-R disc(s).

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

Occasionally, the scanned documents will require OCR processing.

The contractor shall digitally scan the designated hardcopy originals using image scanning means and methods to digitize the furnished documents at minimum of 300 dpi, to readily accommodate OCR processing.

Conversion to Text-Searchable PDF files: Once the furnished printed originals have been scanned and processed with OCR software to create text-searchable copy, the contractor shall create Adobe Acrobat PDF files in satisfaction of the requirements cited hereafter using the most recent version of Adobe Acrobat and Adobe Distiller. If the contractor chooses to use Adobe Capture to scan the furnished original documents, the contractor shall use Adobe Capture 3.0 (or newer updated version). Use of Adobe Capture versions previous to Capture 3.0 is *not* acceptable.

It is assumed that the contractor shall best meet the stated contract requirements by distilling the copy elements using the Adobe Distiller "PrintOptimized" settings. The contractor shall contact the GPO before undertaking any alternatives to this production assumption.

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

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

The contractor may be required to generate hardcopy printouts of the scanned copy.

Digital Archiving:

- CD-R for duplication must be a 650 MB (74 minute) or 700 MB (80 minute) capacity, and be used on consumer quality target CD-R drives.
- DVD-R for duplication must be a single layer, with a minimum of 4.7 GB capacity, and be used on consumer quality target DVD-R drives.

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

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

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

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

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

PACKING: Furnished originals: Contractor shall re-box, re-pack and seal the furnished originals within the original container(s) in exactly the same way that they were furnished.

Reproduced copies: Contractor shall pack copied contents in sealed shipping carton(s) suitable for subsequent secure handling and shipping. Reproductions shall be packed in the same manner as the furnished originals.

Shipping containers shall not exceed 32 pounds gross weight.

Requirements for containers having a bursting strength of 275 pounds p.s.i. as described in GPO, Pub. 310.2 is waived. Containers must however, have adequate strength to insure safe delivery and storage.

DISTRIBUTION: Deliver f.o.b. destination using a contractor-owned vehicle to the following cities, as applicable by category:

Category 1: IRS Disclosure, 4905 Koger Blvd., Greensboro, NC 27401

Category 2: IRS Disclosure, 400 West Bay Street, Jacksonville, FL 32202

Category 3: IRS Disclosure, 7850 SW 6th Court, Plantation, FL 33324

Category 4: IRS Disclosure, 801 Broadway, 4th Floor, Nashville, TN 37203

Category 5: IRS Disclosure, 5333 Getwell Road, Stop 820, Memphis, TN 38118

Category 6: IRS Disclosure, 401 W. Peachtree Street, NW, Atlanta, GA 30308
and/or IRS Disclosure, 2980 Brandywine Road, Fordham Building, Suite 209, Chamblee, GA 30341.

Category 7: IRS Disclosure, 3007 Knight Street, Shreveport, LA 71105-2538

INSIDE DELIVERY IS REQUIRED AT EACH DESTINATION.

Upon completion of each order, all Government furnished material must be returned to the ordering agency at the address listed under "Schedule" (as applicable by category). Certificate for payment may be withheld until received.

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

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

No definite schedule for pickup of material can be predetermined. Furnished material must be picked up from and delivered to the cities listed under DISTRIBUTION, depending on the Category (note specific street address, room numbers, point of contact, and telephone number will be provided at the time that the print order is issued).

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

Contractor's personnel entering each IRS facility must pass through and exit from a screening procedure that will not exceed 30 minutes for each pickup or delivery.

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

The following schedule begins upon notification of the availability of each individual print order and furnished material. When notification of availability is given AFTER 11:00 a.m. the date of notification for compliance purposes shall be the following workday.

Most orders must be completed and delivered within two to four workdays. Occasional orders must be completed and delivered within 24 hours (1 workday). *(NOTE: A premium payment of 10% will be applied on orders requiring 24 hour (1 workday) turnaround.)*

Deliveries MUST be made no later than 2:30 p.m. on the scheduled delivery date. Deliveries received after 2:30 p.m. will be considered as arriving the following workday. (NOTE: Occasionally an URGENT order may require delivery PRIOR to 2:30 p.m., but in no case earlier than 10:00 a.m.)

The delivery date indicated on the print order is construed to be the at destination date.

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

SECTION 3.- DETERMINATION OF AWARD

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

- Category 1: Greensboro, NC;
- Category 2: Jacksonville, FL;
- Category 3: Plantation, FL;
- Category 4: Nashville, TN;
- Category 5: Memphis, TN;
- Category 6: Atlanta, GA (includes multiple addresses in the Atlanta Metro area); or
- Category 7: Shreveport, LA.

The Government will make an award in each category since it is anticipated that one firm may not be able to meet all of the requirements. The lowest bid will be determined by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during the term of the contract.

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

		Category 1		
I.		(1)	(2)	(3)
	(a)	1,000	10	10
	(b)	10		
	(c)			
	1.	5		
	2.	5		
	(d)	500	10	10
	(e)			
	1.	5		
	2.	5		
II.	(a)	10,715	10	10
	(b)	100	10	10
	(c)			
	1.	10		
	2.	10		
	(d)	21		
III.	(a)	1,000		
	(b)	10		
	(c)	10		
	(d)	10		

Category 2

I.		(1)	(2)	(3)
(a)		34,699	10	10
(b)		10		
(c)				
	1.	5		
	2.	5		
(d)		1,000	10	10
(e)				
	1.	5		
	2.	5		
II.				
(a)		167,946	10	10
(b)		1,000	10	10
(c)				
	1.	10		
	2.	10		
(d)		335		
III.				
(a)		1,000		
(b)		10		
(c)		18		
(d)		10		

Category 3

I.		(1)	(2)	(3)
(a)		40,972	10	10
(b)		10		
(c)				
	1.	5		
	2.	5		
(d)		1,000	10	10
(e)				
	1.	5		
	2.	5		
II.				
(a)		235,940	10	10
(b)		5,000	10	10
(c)				
	1.	10		
	2.	10		
(d)		471		
III.				
(a)		5,000		
(b)		443		
(c)		10		
(d)		10		

Category 4

I.		(1)	(2)	(3)
(a)		62,502	10	1,117
(b)		10		
(c)				
	1.	5		
	2.	5		
(d)		1,000	10	10
(e)				
	1.	5		
	2.	5		
II.				
(a)		100,428	10	10
(b)		1,000	10	10
(c)				
	1.	10		
	2.	10		
(d)		200		
III.				
(a)		1,000		
(b)		3,219		
(c)		4		
(d)		5		

Category 5

I.		(1)	(2)	(3)
(a)		1,000	10	10
(b)		10		
(c)				
	1.	5		
	2.	5		
(d)		500	10	10
(e)				
	1.	5		
	2.	5		
II.				
(a)		10,715	10	10
(b)		1,000	10	10
(c)				
	1.	10		
	2.	10		
(d)		21		
III.				
(a)		1,000		
(b)		10		
(c)		10		
(d)		10		

Category 6

I.		(1)	(2)	(3)
(a)		41,186	24	20
(b)		56		
(c)				
	1.	5		
	2.	5		
(d)		1,000	10	10
(e)				
	1.	5		
	2.	5		
II.				
(a)		314,744	10	10
(b)		1,000	10	10
(c)				
	1.	10		
	2.	10		
(d)		629		
III.				
(a)		600		
(b)		50		
(c)		17		
(d)		10		

Category 7

I.		(1)	(2)	(3)
(a)		1,000	10	10
(b)		10		
(c)				
	1.	5		
	2.	5		
(d)		500	10	10
(e)				
	1.	5		
	2.	5		
II.				
(a)		10,715	10	10
(b)		1,000	10	10
(c)				
	1.	10		
	2.	10		
(d)		21		
III.				
(a)		1,000		
(b)		10		
(c)		10		
(d)		10		

SECTION 4.- SCHEDULE OF PRICES

GPO Atlanta Regional Printing Office Facsimile Number: 800-270-4758

Quotes due by: 11:00 a.m. / Date: 07-30-2013

BIDDERS NAME AND SIGNATURE: Fill out and return* of all the pages in "Section 4.- Schedule of Prices", initial each in the space provided.

Bidder _____

(Address) (City) (State) (Zip)

(Person to be contacted) (Telephone Number) (Date) (State Code/Contractor's Code)

*You may FAX the Schedule of Prices pages to the above number, or you may mail them to: Atlanta Regional Printing Office, 3715 Northside Parkway NW, Suite 4-305, Atlanta, GA 30327.

(NOTE: TELEPHONE/E-MAILED QUOTATIONS ARE NOT ACCEPTABLE.)

PAYMENT TERMS:

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

THIS SECTION FOR GPO USE ONLY

Certified by: _____ Date: _____
(Initials)

Contracting Officer: _____ Date: _____
(Initials)

Quotes offered are f.o.b. destination.

Bidder must make an entry in each of the spaces provided, in the category or categories for which quotes are submitted. Bidder may bid in one category and no-bid the other categories. Quotes submitted with any obliteration, revision, or alteration of the order and manner of submitting quotes, may be declared nonresponsive.

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

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

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

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

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

IRS CERTIFICATION OF NONDISCLOSURE (See Attachment A): The contractor **MUST** execute and return a copy of the Certification of Nondisclosure with submission of quote.

Category 1 (Greensboro, NC)

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

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Copying of case files per impression	\$ _____	\$ _____	\$ _____
(b) Tab dividers..... per printed tab divider	\$ _____	\$ <u>XXXX</u>	\$ <u>XXXX</u>
(c) Copying large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color..... per square foot.....	\$ _____		
(d) Blowbacks from CD-ROM per impression	\$ _____	\$ _____	\$ _____
(e) Blowbacks from CD-ROM, large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color..... per square foot.....	\$ _____		

II. SCANNING: Scanning furnished originals at a minimum of 300 dpi to Adobe Acrobat PDF files and archiving onto CD-R/DVD-R discs, including occasional OCR processing, as well as the cost of blank CDs/DVDs and a standard, single clear plastic jewel case for each.

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Scanning case files per image	\$ _____	\$ _____	\$ _____
(b) OCR processing per image	\$ _____	\$ _____	\$ _____
(c) Scanning large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color..... per square foot.....	\$ _____		
(d) Creation of PDF file (maximum of 500 pages)..... per PDF file.....	\$ _____		

III. ADDITIONAL OPERATIONS:

(a) "Bates" serial numbering..... per page	\$ _____
(b) Colored separator sheets per 8-1/2 x 11" impression	\$ _____
(c) Duplicate CD..... per CD	\$ _____
(d) Duplicate DVD per DVD	\$ _____

(Initials)

Category 2 (Jacksonville, FL)

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

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Copying of case files per impression	\$ _____	\$ _____	\$ _____
(b) Tab dividers..... per printed tab divider	\$ _____	\$ <u>XXXX</u>	\$ <u>XXXX</u>
(c) Copying large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		
(d) Blowbacks from CD-ROM per impression	\$ _____	\$ _____	\$ _____
(e) Blowbacks from CD-ROM, large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		

II. SCANNING: Scanning furnished originals at a minimum of 300 dpi to Adobe Acrobat PDF files and archiving onto CD-R/DVD-R discs, including occasional OCR processing, as well as the cost of blank CDs/DVDs and a standard, single clear plastic jewel case for each.

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Scanning case files per image	\$ _____	\$ _____	\$ _____
(b) OCR processing per image.....	\$ _____	\$ _____	\$ _____
(c) Scanning large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		
(d) Creation of PDF file (maximum of 500 pages)..... per PDF file.....	\$ _____		

III. ADDITIONAL OPERATIONS:

(a) "Bates" serial numbering..... per page	\$ _____
(b) Colored separator sheets per 8-1/2 x 11" impression	\$ _____
(c) Duplicate CD..... per CD	\$ _____
(d) Duplicate DVD per DVD	\$ _____

 (Initials)

Category 3 (Plantation, FL)

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

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Copying of case files per impression	\$ _____	\$ _____	\$ _____
(b) Tab dividers..... per printed tab divider	\$ _____	\$ <u>XXXX</u>	\$ <u>XXXX</u>
(c) Copying large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		
(d) Blowbacks from CD-ROM per impression	\$ _____	\$ _____	\$ _____
(e) Blowbacks from CD-ROM, large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		

II. SCANNING: Scanning furnished originals at a minimum of 300 dpi to Adobe Acrobat PDF files and archiving onto CD-R/DVD-R discs, including occasional OCR processing, as well as the cost of blank CDs/DVDs and a standard, single clear plastic jewel case for each.

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Scanning case files per image	\$ _____	\$ _____	\$ _____
(b) OCR processing per image	\$ _____	\$ _____	\$ _____
(c) Scanning large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		
(d) Creation of PDF file (maximum of 500 pages)..... per PDF file.....	\$ _____		

III. ADDITIONAL OPERATIONS:

(a) "Bates" serial numbering..... per page	\$ _____
(b) Colored separator sheets per 8-1/2 x 11" impression	\$ _____
(c) Duplicate CD..... per CD	\$ _____
(d) Duplicate DVD per DVD	\$ _____

 (Initials)

Category 4 (Nashville, TN)

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

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Copying of case files per impression	\$ _____	\$ _____	\$ _____
(b) Tab dividers..... per printed tab divider	\$ _____	\$ <u>XXXX</u>	\$ <u>XXXX</u>
(c) Copying large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color..... per square foot.....	\$ _____		
(d) Blowbacks from CD-ROM per impression	\$ _____	\$ _____	\$ _____
(e) Blowbacks from CD-ROM, large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color..... per square foot.....	\$ _____		

II. SCANNING: Scanning furnished originals at a minimum of 300 dpi to Adobe Acrobat PDF files and archiving onto CD-R/DVD-R discs, including occasional OCR processing, as well as the cost of blank CDs/DVDs and a standard, single clear plastic jewel case for each.

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Scanning case files per image	\$ _____	\$ _____	\$ _____
(b) OCR processing per image.....	\$ _____	\$ _____	\$ _____
(c) Scanning large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color..... per square foot.....	\$ _____		
(d) Creation of PDF file (maximum of 500 pages)..... per PDF file.....	\$ _____		

III. ADDITIONAL OPERATIONS:

(a) "Bates" serial numbering..... per page	\$ _____
(b) Colored separator sheets per 8-1/2 x 11" impression	\$ _____
(c) Duplicate CD..... per CD	\$ _____
(d) Duplicate DVD per DVD	\$ _____

 (Initials)

Category 5 (Memphis, TN)

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

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Copying of case files per impression	\$ _____	\$ _____	\$ _____
(b) Tab dividers..... per printed tab divider	\$ _____	\$ <u>XXXX</u>	\$ <u>XXXX</u>
(c) Copying large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		
(d) Blowbacks from CD-ROM per impression	\$ _____	\$ _____	\$ _____
(e) Blowbacks from CD-ROM, large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		

II. SCANNING: Scanning furnished originals at a minimum of 300 dpi to Adobe Acrobat PDF files and archiving onto CD-R/DVD-R discs, including occasional OCR processing, as well as the cost of blank CDs/DVDs and a standard, single clear plastic jewel case for each.

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Scanning case files per image	\$ _____	\$ _____	\$ _____
(b) OCR processing per image	\$ _____	\$ _____	\$ _____
(c) Scanning large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		
(d) Creation of PDF file (maximum of 500 pages)..... per PDF file.....	\$ _____		

III. ADDITIONAL OPERATIONS:

(a) "Bates" serial numbering..... per page	\$ _____
(b) Colored separator sheets per 8-1/2 x 11" impression	\$ _____
(c) Duplicate CD..... per CD	\$ _____
(d) Duplicate DVD per DVD	\$ _____

 (Initials)

Category 6 (Atlanta, GA)

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

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Copying of case files per impression	\$ _____	\$ _____	\$ _____
(b) Tab dividers..... per printed tab divider	\$ _____	\$ <u>XXXX</u>	\$ <u>XXXX</u>
(c) Copying large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		
(d) Blowbacks from CD-ROM per impression	\$ _____	\$ _____	\$ _____
(e) Blowbacks from CD-ROM, large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		

II. SCANNING: Scanning furnished originals at a minimum of 300 dpi to Adobe Acrobat PDF files and archiving onto CD-R/DVD-R discs, including occasional OCR processing, as well as the cost of blank CDs/DVDs and a standard, single clear plastic jewel case for each.

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Scanning case files per image	\$ _____	\$ _____	\$ _____
(b) OCR processing per image	\$ _____	\$ _____	\$ _____
(c) Scanning large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color per square foot.....	\$ _____		
(d) Creation of PDF file (maximum of 500 pages)..... per PDF file.....	\$ _____		

III. ADDITIONAL OPERATIONS:

(a) "Bates" serial numbering..... per page	\$ _____
(b) Colored separator sheets per 8-1/2 x 11" impression	\$ _____
(c) Duplicate CD..... per CD	\$ _____
(d) Duplicate DVD per DVD	\$ _____

 (Initials)

Category 7 (Shreveport, LA)

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

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Copying of case files per impression	\$ _____	\$ _____	\$ _____
(b) Tab dividers..... per printed tab divider	\$ _____	\$ <u>XXXX</u>	\$ <u>XXXX</u>
(c) Copying large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color..... per square foot.....	\$ _____		
(d) Blowbacks from CD-ROM per impression	\$ _____	\$ _____	\$ _____
(e) Blowbacks from CD-ROM, large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color..... per square foot.....	\$ _____		

II. SCANNING: Scanning furnished originals at a minimum of 300 dpi to Adobe Acrobat PDF files and archiving onto CD-R/DVD-R discs, including occasional OCR processing, as well as the cost of blank CDs/DVDs and a standard, single clear plastic jewel case for each.

	Format "A" (1)	Format "B" (2)	Format "C" (3)
(a) Scanning case files per image	\$ _____	\$ _____	\$ _____
(b) OCR processing per image.....	\$ _____	\$ _____	\$ _____
(c) Scanning large format documents:			
1. Black only per square foot.....	\$ _____		
2. Full color..... per square foot.....	\$ _____		
(d) Creation of PDF file (maximum of 500 pages)..... per PDF file.....	\$ _____		

III. ADDITIONAL OPERATIONS:

(a) "Bates" serial numbering..... per page	\$ _____
(b) Colored separator sheets per 8-1/2 x 11" impression	\$ _____
(c) Duplicate CD..... per CD	\$ _____
(d) Duplicate DVD per DVD	\$ _____

 (Initials)

RESTRICTED AREA OF PRODUCTION: My production facilities are located within the RESTRICTED area of production for:

Category 1 - Yes_____ No_____ (bidders who answer "no" will NOT be considered).

Category 2 - Yes_____ No_____ (bidders who answer "no" will NOT be considered).

Category 3 - Yes_____ No_____ (bidders who answer "no" will NOT be considered).

Category 4 - Yes_____ No_____ (bidders who answer "no" will NOT be considered).

Category 5 - Yes_____ No_____ (bidders who answer "no" will NOT be considered).

Category 6 - Yes_____ No_____ (bidders who answer "no" will NOT be considered).

Category 7 - Yes_____ No_____ (bidders who answer "no" will NOT be considered)

(Initials)

ATTACHMENT A: IRS CERTIFICATION OF NON-DISCLOSURE

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

A. General Safeguards

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

B. Disclosure of Information - Safeguards

1. All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
2. Any return or return information, or information marked "Official Use Only" made available in any format or to which access is provided, shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.
4. The contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility and no output will be retained by the contractor at the time the IRS work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.

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

C. Criminal/Civil Sanctions

1. Each officer or employee of the contractor at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the contractor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such contractor shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1 (A copy of the Code of Federal Regulations (CFR) can be obtained at <http://www.gpoaccess.gov/cfr/index.html>.)

2. Each officer or employee of the contractor to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such contractor shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Sections 7213A and 7431.
3. Each officer or employee of the contractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.
4. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
5. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

D. Disclosure of Information—Inspection

1. The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On site inspections may occur throughout the term of the contract. On the basis of such inspection, the local IRS Disclosure Manager at the address listed under Distribution in the

specifications may require specific measures in cases where the contractor is found to be non-compliance with the required safeguards.

E. Contractor Acceptance

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

Contractor : _____ GPO Contractor Code No: _____

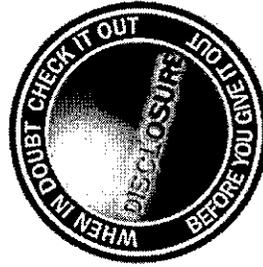
Authorized Signor: _____
(Type or print)

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

Phone number: _____ Email address: _____

IRS Disclosure Awareness

Pocket Guide for Contractors



INCIDENT REPORTING

Immediately report all unintentional or inadvertent unauthorized disclosures of tax information to the IRS Contracting Officer or to the IRS Project Manager.

Immediately report willful unauthorized disclosures to your local TIGTA office, or call the TIGTA Hotline at 1-800-366-4484.

IRS RESOURCES AVAILABLE

- IRS Cybersecurity is responsible for all safeguard reviews of contractors and contractor compliance, with Agency Wide Shared Services (AWSS).
- The IRS Contracting Officer's Technical Representative (COTR) is the functional liaison primarily responsible for executing the contract and communicating with the contractor.
- The IRS Office of Disclosure provides technical guidance and support about Disclosure questions and other issues.

**"WHEN IN DOUBT,
CHECK IT OUT
BEFORE YOU GIVE IT OUT!"**

- Observe the clean desk policy. Don't leave confidential information on your desk or on computer screens when you are away.
- Protect laptop computers and removable media that contain sensitive tax information.

- Don't discuss confidential federal tax matters with others unless they have a need to know for tax administration purposes. Don't discuss confidential tax matters on coffee breaks, at home or outside the office.

- Prepare all correspondence carefully. Completely over-write the information added to any pattern letters you use. Review all correspondence before sending to ensure that the text and all enclosed materials (reports, attachments, schedules, and other inserts) are intended for the recipient.

- Use double sealed envelopes when mailing confidential tax information or take other precautions to prevent viewing of actual content.

- Use a document receipt to verify that confidential material has been properly received when information is mailed or hand carried.

- Don't put documents containing sensitive tax information in recycle bins unless the bin is labeled as acceptable for confidential information.

There is no liability under §7431 if the disclosure of the return or return information was the result of a good faith but mistaken interpretation of §6103.

OTHER SENSITIVE IRS DATA

Some contractors may have access to IRS records covered by the Privacy Act or access to Sensitive But Unclassified (SBU) information. SBU information includes information once labeled Official Use Only (OUO) or Limited OUO. A new naming convention is planned for the future where SBU data will be referred to as Controlled Unclassified Information (CUI). Regardless of its designation, SBU data is protected by law. Unauthorized disclosure is subject to penalties under Title 18 of the United States Code §§641 and 3571.

Privacy Act protected information cannot be disclosed without the authority to do so. The routine use provision of Title 5 of the United States Code, §552a(b)(3), allows the disclosure of Privacy Act protected records to contractors. The published system of records notice must include language allowing contractors access to information in that system. Criminal penalties for Privacy Act violations are found in the law at Title 5 of the United States Code, §552a(i).

AVOID DISCLOSURE - FOLLOW THESE TIPS:

Safeguard confidential tax information, records protected by the Privacy Act and SBU material regardless of its format, be it electronic (hard drive, tape, disk, or other portable storage device), recorded (video or audio), in databases, or on paper:

- Always follow appropriate physical and information security guidelines.

INTRODUCTION

Safeguarding federal tax information is critically important.

As a contractor for the Internal Revenue Service, you and your employees are responsible for protecting all federal tax returns and return information entrusted to you. Internal Revenue Code (IRC) Section (§) 6103 sets out the requirements for protecting and for disclosing confidential returns and return information.

The law prohibits contractors from disclosing federal returns or return information unless allowed by statute. You and those who work for you have a responsibility to understand and apply the provisions of the law that relate to your job.

This guide provides you with basic information about:

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

THE GENERAL RULE – TAX INFORMATION IS CONFIDENTIAL

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

DEFINITIONS YOU NEED TO KNOW:

Return – A return is any tax or information return, estimated tax declaration, or refund claim (including amendments, supplements, supporting schedules, attachments or lists) required by law and filed with the IRS. Examples of returns include Forms 1040, 941, 1099, 1120 and W-2. They can be filed on paper or electronically.

Return Information – The definition of return information is very broad. Return information includes, but is not limited to:

- Any other information, other than the taxpayer's return, that IRS obtained from any source or developed through any means that relates to any person's liability under the IRC for any tax, penalty, interest, etc.
- The taxpayer's name, mailing address, identification number (social security number or employer identification number), and other information from a return, including names of dependents or business location.
- Information collected by the IRS about any person's tax matters, even if there are no identifiers like name, address and identification number. Simply removing identifying information does not mean that what's left is no longer return information. It remains return information and must be protected from unauthorized access or disclosure.
- Information on transcripts of accounts.
- The fact that a return was filed or fact of examination, investigation or collection activity, or information about someone's tax balance.

RESOURCES FOR SAFEGUARDING TAX INFORMATION

Requirements for handling, storage and use of federal tax information (FTI) are published in the National Institute of Standards & Technology (NIST) Special Publication 800-53, Recommended Security Controls for Federal Information Systems, available at csrc.nist.gov, using the search term: *Special Publication 800-53*. In general, contractors meet the standards for moderate risk systems.

Important provisions in the law, in Federal regulations and in your contract:

- §6103(a) – General rule prohibiting disclosure of returns and return information unless permitted by law. This provision specifically covers contractors.
- §6103(b) – Defines terms used in the statute such as return, return information and tax administration.
- §6103(n) – Provision that allows disclosure of returns and return information to contractors and their employees for tax administration.
- Treasury Regulation §301.6103(n)-1 – Places certain limitations on disclosures to contractors.
- §6103(p)(4) – Sets out the safeguard requirements for protecting Federal tax returns and return information.
- §7513 – Authorizes the use of contractors to process and reproduce film, photos, and documents for tax purposes.
- Treasury Regulation §301.7513-1 – Establishes safeguard requirements for contractors working with films or photo impressions.

Your contract with the IRS also contains information about your legal responsibilities for safeguarding information.

PENALTIES

It is a crime for a contractor or contractor's employee to knowingly and willfully disclose federal tax returns or return information to someone not authorized to receive it, or to access tax data without a business need to do so (known as UNAX).

Criminal Penalties:

Under §7213, willful unauthorized disclosure of returns or return information by a contractor or former contractor is a felony. The penalty is a maximum \$5,000 fine and/or up to five years in jail plus the costs of prosecution.

Under §7213A, willful unauthorized access or inspection (UNAX) of taxpayer records, by contractor or contractor employee is a misdemeanor. The penalty is a fine of up to \$1,000 and/or one year in prison.

Civil Penalties:

Under §7431, any taxpayer whose return or return information has been knowingly or negligently inspected or disclosed by a contractor or contractor's employee in violation of §6103 may sue for civil damages. Penalties may include:

- damages of \$1,000 for each act of unauthorized access or disclosure, or actual damages sustained, whichever is greater
- punitive damages (in the case of willful or gross negligence)
- costs of the action (which may include attorney's fees)