

Program 3527-S Contract Term: December 1, 2015 through November 30, 2016 plus 4 option years

TITLE: Litigation-Style Copying/Scanning of FOIA Case Files - CATEGORY 1 (St. Louis, MO)

ITEM	DESCRIPTION	BASIS OF AWARD 1 YEAR	Ricoh USA Malvern PA		Kkon Legal Doc/Ricoh USA Previous Contractor	
			UNIT RATE	COST	UNIT RATE	COST
I.	COPYING:					
(a)	Copying of case files, per impression					
(1)	Format "A"	5,700	.10	570.00	.11	627.00
(2)	Format "B"	270	.11	29.70	.11	29.70
(3)	Format "C"	30	.25	7.50	.25	7.50
(b)	Tab dividers, per printed tab divider					
(1)	Format "A"	200	.25	50.00	.25	50.00
(2)	Format "B"		XXX	XXXX	XXX	XXXX
(3)	Format "C"		XXX	XXXX	XXX	XXXX
(c) (1)	Copying large format documents, black only, per sq. ft.	120	.75	90.00	.80	96.00
(d)	Blowbacks from CD-ROM, per impression					
(1)	Format "A"	950	.06	57.00	.06	57.00
(2)	Format "B"	45	.07	3.15	.07	3.15
(3)	Format "C"	5	.15	0.75	.15	0.75
(e)	Blowbacks from CD-ROM, large format documents, black only, per sq. ft.	60	.75	45.00	1.00	60.00
II.	SCANNING:					
(a)	Scanning of case files, per image					
(1)	Format "A"	57,000	.10	5700.00	.11	6270.00
(2)	Format "B"	4,000	.11	440.00	.11	440.00
(3)	Format "C"	500	.25	125.00	.25	125.00
(b)	OCR processing, per image					
(1)	Format "A"	1,900	.015	28.50	.015	28.50
(2)	Format "B"	90	.015	1.35	.015	1.35
(3)	Format "C"	10	.015	0.15	.015	0.15
(c) (1)	Scanning large format documents, black only, per sq. ft.	60	.75	45.00	1.00	60.00
III.	ADDITIONAL OPERATIONS:					
(a)	"Bates" serial numbering, per page	1,500	.015	22.50	.015	22.50
(b)	Colored separator sheets, per 8-1/2 x 11" impression	150	.02	3.00	.02	3.00
(c)	Duplicate CD, per CD	200	5.00	1000.00	10.00	2000.00
(d)	Duplicate DVD, per DVD	100	7.50	750.00	15.00	1500.00
(e)	CD/DVD mailer, per mailer	50	2.00	100.00	2.00	100.00
	TOTAL OFFER:			\$9,068.60		\$11,481.60
	DISCOUNT:		0.00%	\$0.00	0.00%	\$0.00
	NET OFFER:			\$9,068.60		\$11,481.60
				AWARD		

GMC 1/24/15

Program 3527-S Contract Term: December 1 , 2015 through November 30, 2016 plus 4 option years

TITLE: Litigation-Style Copying/Scanning of FOIA Case Files - CATEGORY 2 (Cincinnati, OH)

ITEM	DESCRIPTION	BASIS OF AWARD 1 YEAR	RICOH USA Mavem, PA		Ikon Legal Document/Ricoh Previous Contractor	
			UNIT RATE	COST	UNIT RATE	COST
I.	COPYING:					
(a)	Copying of case files, per impression					
(1)	Format "A"	5,700	.08	456.00	.08	456.00
(2)	Format "B"	270	.08	21.60	.08	21.60
(3)	Format "C"	30	.16	4.80	.16	4.80
(b)	Tab dividers, per printed tab divider					
(1)	Format "A"	50	.20	10.00	.20	10.00
(2)	Format "B"		XXX	XXXX	XXX	XXXX
(3)	Format "C"		XXX	XXXX	XXX	XXXX
(c)(1)	Copying large format documents, black only, per sq. ft.	100	.75	75.00	.30	30.00
(d)	Blowbacks from CD-ROM, per impression					
(1)	Format "A"	950	.06	57.00	.06	57.00
(2)	Format "B"	45	.06	2.70	.06	2.70
(3)	Format "C"	5	.12	0.60	.12	0.60
(e)	Blowbacks from CD-ROM, large format documents, black only, per sq. ft.	50	.75	37.50	.30	15.00
II.	SCANNING:					
(a)	Scanning of case files, per image					
(1)	Format "A"	61,000	.08	4880.00	.08	4880.00
(2)	Format "B"	4,000	.08	320.00	.08	320.00
(3)	Format "C"	500	.16	80.00	.16	80.00
(b)	OCR processing, per image					
(1)	Format "A"	1,900	.02	38.00	.02	38.00
(2)	Format "B"	90	.02	1.80	.02	1.80
(3)	Format "C"	10	.02	0.20	.02	0.20
(c)(1)	Scanning large format documents, black only, per sq. ft.	50	.75	37.50	.30	15.00
III.	ADDITIONAL OPERATIONS:					
(a)	"Bates" serial numbering, per page	2,000	.20	400.00	.02	40.00
(b)	Colored separator sheets, per 8-1/2 x 11" impression	100	.20	20.00	NC	
(c)	Duplicate CD, per CD	200	5.00	1000.00	5.00	1000.00
(d)	Duplicate DVD, per DVD	100	7.50	750.00	10.00	1000.00
(e)	CD/DVD mailer, per mailer	50	2.00	100.00	NC	
	TOTAL OFFER:			\$8,292.70		\$7,972.70
	DISCOUNT:		0.00%	\$0.00	0.00%	\$0.00
	NET OFFER:			\$8,292.70		\$7,972.70

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Program 3527-S Contract Term: December 1, 2015 through November 30, 2016 plus 4 option years

TITLE: Litigation-Style Copying/Scanning of FOIA Case Files - CATEGORY 3 (St. Paul, MN)

ITEM	DESCRIPTION	BASIS OF AWARD 1 YEAR	RICOH USA Malvern, PA		Ikon Legal Doc/Ricoh Previous Contractor	
			UNIT RATE	COST	UNIT RATE	COST
I.	COPYING:					
(a)	Copying of case files, per impression					
(1)	Format "A"	1,900	.08	152.00	.08	152.00
(2)	Format "B"	90	.08	7.20	.08	7.20
(3)	Format "C"	10	.16	1.60	.16	1.60
(b)	Tab dividers, per printed tab divider					
(1)	Format "A"	100	.20	20.00	.20	20.00
(2)	Format "B"		XXX	XXXX	XXX	XXXX
(3)	Format "C"		XXX	XXXX	XXX	XXXX
(c)(1)	Copying large format documents, black only, per sq. ft.	50	.75	37.50	.30	15.00
(d)	Blowbacks from CD-ROM, per impression					
(1)	Format "A"	450	.06	27.00	.06	27.00
(2)	Format "B"	45	.06	2.70	.06	2.70
(3)	Format "C"	5	.12	0.60	.12	0.60
(e)	per sq. ft.	50	.75	37.50	.30	15.00
II.	SCANNING:					
(a)	Scanning of case files, per image					
(1)	Format "A"	9,000	.08	720.00	.08	720.00
(2)	Format "B"	2,000	.08	160.00	.08	160.00
(3)	Format "C"	400	.016	6.40	.16	64.00
(b)	OCR processing, per image					
(1)	Format "A"	950	.02	19.00	.02	19.00
(2)	Format "B"	45	.02	0.90	.02	0.90
(3)	Format "C"	5	.02	0.10	.02	0.10
(c)(1)	Scanning large format documents, black only, per sq. ft.	50	.75	37.50	.30	15.00
III.	ADDITIONAL OPERATIONS:					
(a)	"Bates" serial numbering, per page	1,000	.02	20.00	.02	20.00
(b)	Colored separator sheets, per 8-1/2 x 11" impression	100	.02	2.00	NC	
(c)	Duplicate CD, per CD	100	5.00	500.00	5.00	500.00
(d)	Duplicate DVD, per DVD	50	10.00	500.00	10.00	500.00
(e)	CD/DVD mailer, per mailer	50	2.00	100.00	NC	
				0.00		
	TOTAL OFFER:			\$2,352.00		\$2,240.10
	DISCOUNT:		0.00%	\$0.00		\$0.00
	NET OFFER:			\$2,352.00		\$2,240.10

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Program 3527-S Contract Term: December 1, 2015 through November 30, 2016 plus 4 option years

TITLE: Litigation-Style Copying/Scanning of FOIA Case Files - CATEGORY 4 (Chicago, IL)

ITEM	DESCRIPTION	BASIS OF AWARD 1 YEAR	RICOH USA Malvern, PA		SPOT PRINTING CHICAGO, IL		Ikon Legal/RICOH Previous Contractor	
			UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I.	COPYING:							
(a)	Copying of case files, per impression							
(1)	Format "A"	9,500	.07	665.00	.08	760.00	.07	665.00
(2)	Format "B"	450	.07	31.50	.15	67.50	.07	31.50
(3)	Format "C"	50	.15	7.50	.18	9.00	.15	7.50
(b)	Tab dividers, per printed tab divider							
(1)	Format "A"	100	.20	20.00	.25	25.00	.20	20.00
(2)	Format "B"		XXX	XXXX	XXX	XXXX	XXX	XXXX
(3)	Format "C"		XXX	XXXX	XXX	XXXX	XXX	XXXX
(c)(1)	Copying large format documents, black only, per sq. ft.	100	.75	75.00	.95	95.00	.25	25.00
(d)	Blowbacks from CD-ROM, per impression							
(1)	Format "A"	1,900	.06	114.00	.07	133.00	.06	114.00
(2)	Format "B"	90	.06	5.40	.15	13.50	.06	5.40
(3)	Format "C"	10	.12	1.20	.18	1.80	.12	1.20
(e)	Blowbacks from CD-ROM, large format documents, black only, per sq. ft.	50	.75	37.50	1.05	52.50	.25	12.50
II.	SCANNING:							
(a)	Scanning of case files, per image							
(1)	Format "A"	90,000	.07	6300.00	.08	7,200.00	.07	6300.00
(2)	Format "B"	9,000	.07	630.00	.09	810.00	.07	630.00
(3)	Format "C"	500	.16	80.00	.15	75.00	.16	80.00
(b)	OCR processing, per image							
(1)	Format "A"	3,000	.02	60.00	.04	120.00	.02	60.00
(2)	Format "B"	450	.02	9.00	.10	45.00	.02	9.00
(3)	Format "C"	50	.02	1.00	.12	6.00	.02	1.00
(c)(1)	Scanning large format documents, black only, per sq. ft.	50	.75	37.50	1.05	52.50	.25	12.50
III.	ADDITIONAL OPERATIONS:							
(a)	"Bates" serial numbering, per page	3,000	.02	60.00	.02	60.00	.02	60.00
(b)	Colored separator sheets, per 8-1/2 x 11" impression	125	.02	2.50	.06	7.50	NC	
(c)	Duplicate CD, per CD	400	5.00	2000.00	13.50	5,400.00	5.00	2000.00
(d)	Duplicate DVD, per DVD	200	7.50	1500.00	17.50	3,500.00	10.00	2000.00
(e)	CD/DVD mailer, per mailer	50	2.00	100.00	1.50	75.00	NC	
				0.00				
	TOTAL OFFER:			\$11,737.10		\$18,508.30		\$12,034.60
	DISCOUNT:		0%	\$0.00	2%	370.17	0%	\$0.00
	NET OFFER:			\$11,737.10		\$18,138.13		\$12,034.60

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TOTAL OFFER OF CATAGORIES:

	RICOH USA	SPOT PRINTING (CAT.3 ONLY)	Ikon Legal/Ricoh Previous Contractor
1	\$9,068.60		\$ 11,481.60
2	\$8,292.70		\$ 7,972.70
3	\$2,352.00		\$ 2,240.10
4	\$11,737.10	\$ 18,508.30	\$ 12,034.60

TOTAL BIDS FOR ALL 4 CATAGORIES: NET

\$31,450.40	\$ 18,508.30	\$ 33,729.00
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U.S. GOVERNMENT PUBLISHING OFFICE
Chicago, IL

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Litigation-Style Copying/Scanning of FOIA Case Files

As requisitioned from the U.S. Government Publishing Office (GPO) by the
Department of Treasury - Internal Revenue Service (Various Cities)

Single Award - Four Categories

BID OPENING: Bids shall be publicly opened at 2 pm, prevailing Chicago, IL time, on
November 13, 2015.

BID SUBMISSION: Facsimile bids are acceptable (see GPO Contract Terms, Pub. 310.2, 5/99). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910, "Schedule of Prices" (including page 30) **and the "IRS Certification of Nondisclosure" (Attachment B, pages 37 thru 40), both of which are included herein at the end of this specification.** Send bids to U.S. Government Publishing Office, Suite 810, 200 N. LaSalle St., Chicago, IL 60601, or fax bids to **312-886-2057**.

CONTRACT TERM: The term of this contract is for the period beginning Date of Award (December 2015) and ending November 30, 2016, plus four optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the products ordered under this contract will be located within a 50-mile radius of the applicable four city/state listed on page 25 for: St. Louis, MO – Category 1; Cincinnati, OH – Category 2; St. Paul, MN – Category 3; and Chicago, IL – Category 4. Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the critical document and schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING ITEMS: (1) 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. (2) **New Security language throughout contract.** (3) Bidders to note the 'Preaward Survey' 'Security' and 'Contractor to Furnish' clauses herein.

For questions about these specifications call Gina Conaway, 312 353-3916, ext. 5. Do **not** call with request for specifications or abstracts.

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised August 2002)) (available at <http://www.gpo.gov/vendors/sfas.htm/index.html>).

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

SUBCONTRACTING: The predominant production function is copying and scanning of sensitive documents. Any bidder who must subcontracting this function will be declared not-responsible for award.

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

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

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

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

Product Quality Levels:

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

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

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

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

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Camera Copy/Government-Furnished Material

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

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

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers -Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

NOTE: The Economic Price Adjustment (EPA) is NOT cumulative. The EPA is applied to the original contract price not to the original contract price plus any other EPAs applied.

PERFORMANCE RECORDS: Notification of Performance forms will be furnished to the awarded contractor. Information such as the GPO program and print-order numbers and dates mailed/delivered must be filled in by the contractor and sent along with copies of all delivery receipts and post office mailing receipts via telefacsimile to the GPO, (312-866-2057), attn: Chicago GPO front desk, on the day mailing and delivery was completed.

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

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

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

SECURITY GUIDELINES:

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

The contractor must ensure compliance with Internal Revenue Service (IRS) Publication 1075 (Rev. 10-2007), Catalog Number 469370, Tax Information Security Guidelines for Federal, State, Local Agencies and Entities (A copy of this publication is available at <http://www.irs.gov>). The IRS and/or GPO 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 sandwich 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 personal will be advised of nondisclosure of information requirements set out in Internal Revenue Code (IRC) 7213A and IRM 11.3.1.5.2. (A copy of the IRC can be obtained at the following web address: http://www.access.gpo.gov/uscode/title26/subtitlef_chapter75_subchapter_a_parti.html. A copy of the IRM can be obtained at <http://www.irs.govgov/irm>.)

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

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer, Government Publishing Office, Chicago 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.

SECURITY WARNING: Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. All Sensitive But Unclassified (SBU) data must be adequately protected and secured and meet the required physical security minimum protection standards as defined in Publications 1075, 4812, and 4812-A. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed in accordance with IRS Publications 1075 (Rev. 8-2010) 4812, and 4812-A, Tax Information Security Guidelines for Federal, State, and Local Agencies.

The contractor agrees that it shall establish and maintain full Secure Data Transfer (SDT) compliance throughout the term of this contract. Contractor receiving SBU information from the IRS shall meet the requirements set forth below, in accordance with the IRS Publications 1075, 4812, 4812-A and Federal Information Security Management Act (FISMA) Compliant Data Protection and Internal Revenue Code 6103 (n):

- (a) All federal, state, and local agencies or entities shall comply with IRS Publications 1075, 4812, and 4812-A, Tax Information Security Guidelines for Federal, State and Local Agencies and Entities (as revised) if transmitted data contains Federal Taxpayer Information (FTI). All data that originates from the IRS shall be protected to ensure compliance with FISMA, including the technical security, physical security, personnel security, and record retention requirements.
- (b) All IRS systems that handle or process Federal Tax Information or other Sensitive but Unclassified information, including Personally Identifiable Information (PII), source code, etc. are categorized at the moderate risk level, as required by Publication FIPS 199, Standards for Security Categorization of Federal Information and Information Systems. This contract handles FTI at the moderate risk level.

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

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

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

1. **Authorized Data Recipients:** Only authorized individuals may receive SBU information from the IRS. Individual identification and authentication will be accomplished through use of a third-party digital certificate issued by name to authorized individuals. Authorized contractor employees shall apply, authenticate, and retrieve a digital certificate.
2. **Data Tracking and Accounting:** Contractors receiving SBU information are responsible for ensuring the security of SBU information within the firm and shall establish procedures to track and account for data from receipt to disposition. If contracted entity is a federal, state, or local agency and transmitted data contains FTI, these procedures shall meet the requirements of Publications 1075, 4812, and 4812-A. All contractors shall ensure that the individual responsible for accounting for receipt of SBU information is provided with the “control file” that accompanies the extract file on SDT. The contractor is required to provide IRS with a separate acknowledgement of receipt of SBU information.
3. **Data Transfer Log File:** Contractors receiving SBU information must maintain a log file that records complete and incomplete data transfers. For complete transmissions, the log file must identify the sender of the information, the file name, the date/time of receipt, and the record count. For incomplete transfers, the log file must identify as much of the above information as is possible.
4. **Confirmation of Successful Data Transfers and Record Count:** When a contractor receives a file from the IRS via SDT, the contractor shall check the file to see that it is intact and usable; the contractor shall also validate the record count provided on the “control file.” In the event of incomplete or unsuccessful transfers, including a file where record counts cannot be validated, the contractor shall notify the IRS immediately and request that the file be retransferred. Requests for retransfer shall include the following information: Name, phone number, and email address of the person making the request; Name, phone number, and email address of an alternate contractor contact; file name; job run file ID number; and, complete contractor name.
5. **Sensitive but Unclassified Information Breach/Misrouted File:** An SBU information breach includes any incident where SBU data is lost, misused, or compromised. This includes but is not limited to situations involving a misrouted file (a file meant for one entity or contractor is received by another entity or contractor) containing SBU data.

In the case of an SBU breach, the contractor shall contact the following offices within one (1) hour: the Computer Security Incident Response Center (CSIRC)/the Situation Awareness Management Center (SAMC) through the CSIRC/SAMC Incident Hotline at (866) 216-4809; the Government Publishing Office, DC Team 2 at (202) 512-1239, and the Contracting Officer’s Representative, Glenn Pelishek at (202) 317-5859. The Government will take appropriate action and advise the contractor of further action, if any, required by the contractor and/or consequences resulting from the SBU Breach.

6. **Access Controls and Audit Logs:** The contractor shall ensure that any information system (server, workstation, laptop, etc.) storing SBU information maintains access controls to the information and audit logs that document any access to the information in accordance with NIST SP 800-53. Audit logs must be saved for seven (7) years. For all federal, state, and local agencies or entities, if data transmitted through the SDT and stored on the agency’s system contains FTI, access to the information shall be recorded and reviewed, as identified for access controls and auditing within Publications 1075, 4812, and 4812-A.
7. **Validation of Authorized Users:** All logical access to IRS information shall be controlled by U.S. Government-approved authentication methods to validate the authorized users.

8. Web Accessible File Sharing Support: There shall be no dial-up or broadband support for web accessible file sharing. Remote administration of the web accessible file sharing systems is permitted only via FIPS 140-2 compliant products.
9. Safeguard Disclosure of Federal Taxpayer Information Data Transmitted Through the Secure Data Transfer: If SDT is used by the contractor to receive FTI data from the IRS, a revised Safeguard Procedures Report (SPR) is not required to participate in the SDT. The contractor's next annual Safeguard Activity Report (SAR) submission shall document all protection mechanisms used to secure and store all data received in performing this contract. This shall include identifying the protection procedures, as well as the destruction procedures for data files received via SDT.
10. Contractor shall ensure that all laptops being used for this contract use full disc encryption.

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

SECURITY REQUIREMENTS: Protection of Confidential Information: (See Exhibits E through I)

The contractor shall restrict access to all information obtained from the IRS in the performance of this contract to those employees and officials who need it to perform the contract.

The contractor shall process all information obtained from the IRS in the performance of the contract under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the records and in such a way that the unauthorized persons cannot retrieve any such records.

The contractor shall inform all personnel with access to the confidential information obtained from the IRS in the performance of this contract of the confidential nature of the information and the safeguards required to protect this information from improper disclosure.

The contractor shall assure that each contractor employee with access to IRS work knows the prescribed rules of conduct, and that each contractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act. All confidential information obtained from the IRS for use in the performance of this contract shall, at all times, be stored in an area that is physically safe from unauthorized access.

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

At least one supervisory employee must be permanently assigned to the secured areas to visually observe, at all times, the printing, imaging, inserting, storing, mailing, and destruction of any spoiled materials.

The contractor must maintain 100% accountability in the accuracy of imaging and mailing of all pieces throughout the run. The contractor must ensure that there are no missing or duplicate pieces and no pieces with mis-imaged data or imaged data derived from more than one record on the same piece. The contractor must also ensure that no outgoing envelope contains IRS statements for more than one individual.

SENSITIVE BUT UNCLASSIFIED (SBU) SYSTEMS OR INFORMATION:

- (a) In addition to complying with any functional and technical security requirements set forth in the schedule and elsewhere in the contract, the contractor shall request that the Government initiate personnel screening checks and provide signed user nondisclosure agreements, as required by this clause, for each contractor employee requiring staff-like access, i.e., unescorted or unsupervised physical access or electronic access, to the following limited or controlled areas, systems, programs, and data: IRS facilities, information systems, security items and products, and sensitive but unclassified information. Examples of electronic access would include the ability to access records by a system or security administrator.
- (b) The contractor shall submit a properly completed set of investigative request processing forms for each such employee in compliance with instructions to be furnished by the IRS.
- (c) Depending upon the nature of the type of investigation necessary, it may take a period up to eleven months to complete complex personnel screening investigations. At the discretion of the Government, background screening may not be required for employees with recent or current favorable Federal Government investigations.

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

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

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

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

PERSONNEL SECURITY AND ANNUAL TRAINING REQUIREMENTS: The IRS requires that the contractor's employees having a need for staff-like access to sensitive but unclassified information must be approved through an appropriate level of security screening or investigation. IMMEDIATELY UPON AWARD, the contractor must furnish the Government with a description of all positions requiring staff-like access to IRS data. The Government (including an IRS personnel security officer) will assess the risk level for each position and determine the need for individual security investigations.

Upon award of contract, the IRS will provide the necessary forms and instructions to the contractor. Within 10 workdays of receipt of the forms/instructions, the contractor must return the forms filled out for each employee who will be involved in the production of the vouchers produced on this contract.

- The IRS shall bear the cost of conducting a security screening for contractor employees requiring one.
- The Government will provide electronic copies of the required forms.
- Any costs for fingerprinting will be borne by the contractor.
- Contractor personnel requiring investigation will not be allowed staff-like access to IRS data until approved by the IRS National Background Investigation Center (NBIC).

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

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

To initiate the background investigation, the contractor must complete the Risk Assessment Checklist (RAC) form and security documents: Form 13340, (Fair Credit Reporting Act), Optional Form 306 (Declaration for Federal Employment), and review and initial Notice 1379 ((Rev. 3-2008) (Tax Record Check Notice)). The IRS Contractor Lifecycle Management (CLM) office may request additional forms to complete their investigation.

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

IR1052.204-9005- SUBMISSION OF SECURITY FORMS AND RELATED MATERIALS (MAY 2013):

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

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

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

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

- The IRS provided Risk Assessment Checklist (RAC), and
- All required security forms (for new contractor employees) are available through the publicly accessible website for IRS: <http://www.irs.gov/uac/Security-Forms>

(b) Tax Compliance, Credit Checks, and Fingerprinting:

- (1) Contractor personnel whose contract/order exceeds 180 calendar days must be eligible for access, per certification of tax compliance, and shall undergo, at a minimum a National Agency Check and Inquiries as a condition of work under the contract/order, to include a credit check and fingerprinting.
- (2) If the duration of employment is less than 180 calendar days or access is infrequent (e.g., 2 or 3 days per month) and the contractor requires unescorted access, the contractor employee must be eligible for access, per certification of tax compliance, and require at a minimum a fingerprint check (Special Agreement Check).
- (3) With the exception of contractors who need access to IT systems, no background investigation or tax check is necessary if the duration of employment is less than 180 calendar days or access is infrequent when there is escort provided by an IRS employee or an approved contractor employee at the same or higher position risk level.

The contractor employee will be permitted to perform under the contract and have access to IRS facilities only upon notice of an interim or final approval, as defined in Internal Revenue Manual (IRM) 10.23.2, "Contractor Investigations," and is otherwise consistent with IRS security practices and related IRMs, to include, but not limited to, IRM 1.4.6, "Managers Security Handbook," IRM 10.2.14, "Methods of Providing Protection," and IRM 10.8.1, "Policy and Guidance."

As prescribed in IRM 10.23.2, escorting in lieu of staff-like access for IT systems will not be allowed.

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

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

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

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

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

The contractor shall present, in writing, to the Contracting Officer within five (5) workdays of being notified to do so by the Contracting Officer or his/her representative, detailed plans for each of the following activities. The workday after notification to submit will be the first workday of the schedule.

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

Production Plan: This plan shall include items such as a detailed listing of all production equipment and equipment capacities to be utilized on this contract. If new equipment is to be utilized, documentation of the source, delivery schedule, and installation dates are required.

Items to be included in the Production Plan are:

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

Quality Systems Plans: The prime contractor shall initiate, prior to start-up and maintain throughout the term of this contract, quality systems to assure conformance to all requirements of this contract. The quality systems should be documented in a Quality Systems Plan. The plan should also address what actions will be initiated when defects are detected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Option Years: For each option year that may be exercised, the contractor will be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. The contractor should be prepared to submit these revised plans at each year’s meeting (See “PREPRODUCTION CONFERENCE”). THE REVISED PLANS ARE SUBJECT TO GOVERNMENT APPROVAL. If the meeting is waived by the Government, the revised plans must be submitted to GPO within five (5) workdays of notification of the option year being exercised.

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

IRS IN-PLANT LIAISON: One or more IRS representatives may be stationed at the contractor’s and/or subcontractor’s facility to provide project coordination in the receipt of CDs, monitoring of the printing, imaging, binding/construction, quality control sample selection, inserting, staging, and distribution of the packages. These liaisons do not have contractual authority and cannot make changes in the specifications or contract terms but are to bring any and all defects they see to the attention of the company Quality Control Officer. These liaisons will have full and unrestricted access to all production areas where IRS work is being produced. The contractor will furnish office space to include a desk, telephone, and personal computer with CD Drive and internet access to send and receive emails. Additionally, the contractor will provide a barcode scanner to the liaisons for reading Intelligent Mail Barcodes (IMB) when applicable. The personal computer must be loaded with Adobe Acrobat 8.0, and current Microsoft Office software suite for submitting reports. Access to a fax machine will also be required for the liaisons. This space will be in an enclosed, secure area adjacent to the binding/ construction/ mailing operations. Desk and telephone access are also required for a postal clerk during the turnover of packages to the Postal Service. The contractor and In-Plant Liaison will conduct product sampling. The contractor must make contractor-pulled samples available to the liaison for review. The liaison will review contractor samples each day. The liaison will also pull their own quality samples from each production line throughout the day. These samples are outside the scope of any sampling the contractor may do as part of their own internal quality plan and must be captured as spoilage and put back into the mailing. The contractor must maintain storage of these samples for a warranty period of 120 days as outlined in GPO contract terms. (See “QUALITY SYSTEMS AUDIT, Records.”)

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

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

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

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

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

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

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

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

Records: Records of tests, inspections, and critical process controls shall be time stamped and maintained on file. The records must be made available to the GPO and/or IRS inspector until the expiration of the warranty period of this contract (see GPO Contract Terms). Copies of the forms used to record the inspections and test results shall be submitted with the plan. NOTE: All quality control samples must be produced at no additional cost to the Government.

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

DATA SECURITY AND SAFEGUARD REQUIREMENTS:

Protection of Confidential Information: The contractor must guarantee that they, and any subcontractor(s), will not reproduce, or allow reproduction of, the CD-ROMs, furnished by IRS, nor use or allow any person to use the CD-ROMs or the taxpayer data for any other purpose than mailing the tax packages. (See IRS Publication 1075 "Tax Information Security Guidelines for Federal, State, and Local Agencies"). A copy may be obtained either from the Internet at <http://www.irs.gov>, or from IRS by calling 1-800-829-3676. The contractor shall assure that each contractor employee with access to IRS work knows the prescribed rules of conduct, and that each contractor employee is aware that he/she may be subject to criminal and civil penalties for violations of the Privacy Act and the Internal Revenue Code. The IRS will also provide the contractor with the video, "Protecting Federal Tax

Information.” This video is also available at www.tax.gov/sbv_pfti/. Publication 4465-A, “IRS Disclosure Awareness Pocket Guide” and Publication 4465-A (SP), Spanish Version, will also be provided.

CD-ROM Security: Contractor must maintain all CD-ROMs in a secure environment for 60 calendar days after completion of contract. After 60 calendar days, contractor must immediately incinerate to ash or crosscut-shred CD-ROMs and submit a signed certificate of destruction to IRS on company letterhead. CD-ROMs must not be returned to the IRS.

Contractor’s Security Letter: The contractor must email or fax on company letterhead (reference the GPO program and print order number) a detailed report of the inventory and tracking system and the security measures to be taken to secure the IRS CD-ROMs and any information output from them, throughout the period the contractor and/or subcontractor(s) have possession of taxpayer information. Email to: glenn.r.pelishk@irs.gov, or fax to (202) 317-7154, Attn: Glenn Pelishek.

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

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

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

Physical Storage Facility Requirements: The contractor must provide a secured perimeter (a dedicated, enclosed by slab-to-slab walls constructed of approved materials and supplemented by periodic inspection). Any lesser-type partition supplemented by UL-approved electronic intrusion detection and fire detection systems. Unless there is electronic intrusion detection devices, all doors entering the space must be locked and strict key or combination control should be exercised in accordance with “Locking Systems for Secured Areas.” See IRS Publications 1075, 4812, and 4812-A (Rev. 8-2010), for additional security information. Janitorial services must be performed by cleared employees or during the daytime in the presence of cleared employees. Contractor must meet all physical security requirements as outlined in Publications 1075, 4812, and 4812-A.

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

Security Container Requirements: Security containers must be metal containers that are lockable and have a resistance to penetration. The containers should have only two (2) keys. Strict control of keys is mandatory. Examples are mini safes, metal lateral key lock files, and metal pull drawer cabinets with center/off center lock bars secured by padlocks.

DISCLOSURE OF INFORMATION REQUIREMENTS:

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

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

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the GPO, Attn: Contracting Officer.

- (3) The contractor certifies that the data processed during the performance of this contract shall be completely purged/destroyed from all data storage components of his/her computer facility (after 60 calendar days of completion of the contract) and no output will be retained by the contractor at the time the IRS work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.
- (4) Any spoilage or any intermediate hard copy printout which may result during the processing of IRS data must be destroyed by a NIST approved shredder in accordance with NIST regulations.
- (5) Should the contractor or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (in accordance with GPO Contract Terms, GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)), may be invoked, and the person will be considered to be in breach of this contract.

Criminal/Civil Sanctions:

- (a) Each officer or employee of any person at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (b) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- (d) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the

Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

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

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

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

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

The contractor must ensure compliance with Internal Revenue Service (IRS) Publication 1075 (Rev. 10-2007), Catalog Number 469370, Tax Information Security Guidelines for Federal, State, Local Agencies and Entities (A copy of this publication is available at <http://www.irs.gov>). The IRS and/or GPO 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 sandwich 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 personal will be advised of nondisclosure of information requirements set out in Internal Revenue Code (IRC) 7213A and IRM 11.3.1.5.2. (A copy of the IRC can be obtained at the following web address: <http://www.access.gpo.gov/uscode/title26/subtitlef chapter75 subchaptera parti .html>. A copy of the IRM can be obtained at <http://www.irs.govgov/irm>.)

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

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

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

PRIVACY ACT:

(a) The contractor agrees:

(1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;

(2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and

(3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.

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

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

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.

(2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

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 (December 2015) through November 30, 2016, 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.

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

POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION:

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

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

PAYMENT: The contractor will be required to furnish a copy of the billing, with a final count of items copied/scanned, for signature prior to submission for payment to: the IRS, Attn: Mr. David Adams e-mail david.a.adams2@irs.gov

(NOTE: The signature does NOT approve work outside scope of the contract.)

Once signature has been received, submit all billing to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Publishing Office, Washington, D.C. 20401. Vouchers may be faxed to 202-512-0992 or 202-512-0993. To expedite payment from GPO, use the bar code cover sheet. Refer to the following web page for instructions: <http://winapps.access.gpo.gov/fms/vouchers/barcode>. If the bar code cover sheet is used, fax the voucher and the bar code cover sheet to 202-512-1851 in lieu of the fax numbers listed above.

CONTRACTOR'S INVOICE FOR PAYMENT MUST BE ITEMIZED IN ACCORDANCE WITH THE SCHEDULE OF PRICES – SEE PAGES 29 - 33. FAILURE TO ITEMIZE IN ACCORDANCE WITH THE SCHEDULE OF PRICES MAY RESULT IN DELAYED PAYMENT.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications are for production of occasional, unpredictably-requested, quick-turnaround copying and/or scanning of sensitive documents requested under the Freedom of Information Act (FOIA) that will require such operations as copy pickup, disassembly and re-assembly of the furnished copy, copying/duplicating, Optical Character Recognition (OCR) scanning and conversion to text-searchable Adobe Acrobat Portable Document (PDF) files, producing “blowback” hard copies from PDF files and from furnished digital files in various formats, copying PDF files to CD, bates numbering, collating, binding, packing, delivery and safeguarding of information, and return of the furnished materials by the contractor in a contractor-owned vehicle.

TITLE: Litigation-Style Copying/Scanning 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 96 orders per year will be required (see below for the anticipated breakdown per Category).

A majority of orders will require scanning documents to PDF files and copying PDF files to CD. The PDF files will not need to be text-searchable, bates numbering or blowback hard copies. However, an occasional order may require OCR scanning, PDF file be text-searchable, and bates numbering.

Some orders will require copying/duplicating only (1 to 2 copies per order with an average of 1 copy per order) and bates numbering of originals/reproduction copy. Orders may require colored separator sheets (blank or printed) inserted as indicated on the print order.

- Category 1: St. Louis, MO – approximately 16
- Category 2: Cincinnati, OH – approximately 29
- Category 3: St. Paul, MN – approximately 4
- Category 4: Chicago, IL - approximately 47

NUMBER OF PAGES: It is estimated that each order will consist of approximately 100 to 20,000 (average 1,000) legal document pages per order. It is estimated that approximately 1% of the total leaves will be tab dividers.

ALL REQUIREMENT APPLY TO ALL CATEGORIES UNLESS NOTED

TRIM SIZE:

- Format “A”:
Up to and including 8-1/2 x 11”
- Format “B”:
Over 8-1/2 x 11” up to and including 8-1/2 x 14” (Legal Size)
- Format “C”:
Over 8-1/2 x 14” and up to and including 11 x 17”

It is anticipated that most of the pages will be Format “A”. Occasionally an order will require large format reproduction of documents larger than 11 x 17” to as large as 24 x 36”.

Tabs (for Format “A” only) – 9 x 11”

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

The Government will also furnish digital copy in the form of various file formats on optical media (typically CD-R discs) for generation of “blowback” hard copies or for converting the furnished digital files to PDF format and copy to CD-R.

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

Based upon past performance, it is estimated that:

Difficult Work: Approximately 60% of the total furnished source materials shall consist of variable-contrast stapled or clipped letter and legal size documents (8-1/2 x 11” and 8-1/2 x 14”), 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.

Moderate Work: Approximately 20% of the total furnished source materials shall consist of stapled or clipped letter and legal size documents (8-1/2 x 11” and 8-1/2 x 14”), requiring folder tabs and/or tab dividers to be copied or inserted, moderate deconstruction and reconstruction of attachments.

Normal Work: Approximately 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.

Print orders.

One reproduction proof, Form 905 (R. 3/90) with labeling and marking specifications.

GPO “VERIFICATION OF DELIVERY” form. Contractor MUST complete this form and fax to GPO Chicago, Attn: Compliance Section WITHIN 24 HOURS OF DELIVERY. Failure to follow this procedure may result in delayed payment after billing.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc. must not print on finished product. The GPO imprint requirement is waived.

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

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

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

In addition, the Department of the Treasury 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 contractor shall notify (in writing) Mr. David Adams of the IRS, as well as GPO Contracting Officer, of the termination, resignation, or reassignment of any personnel authorized to work on **3527-S** orders. The contractor shall proactively accommodate any workforce changes to insure continued performance in accordance with the contract requirements. Replacement personnel or new hires must have qualifications that are equal to or higher than the qualifications of the person(s) to be replaced.

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

Contract personnel performing work under this 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.

Secured Area: All work performed under this contract 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 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 abeyance with contract requirements.

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

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

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

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

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

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

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

NOTICE: Copies of the "Government Paper Specifications Standards No. 12," dated March 2011, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Publishing Office, Washington, D.C. 20401; or on the GPO web site @ <http://www.gpo.gov/qualitycontrol/paperspecs/index.html>.

White Xerographic Bond, (17 x 22", 20 lbs. per 500 sheets), equal to JCP Code O63, containing a minimum of 30% postconsumer recovered materials.

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

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

GENERATION OF "BLOWBACK" HARDCOPIES: Occasional orders will require the contractor to produce "blowback" hardcopies from furnished digital files consisting of various file formats (typically on furnished CD-R media).

"BATES" NUMBERING: Some orders will require the contractor to "Bates" (i.e. serial number) the submitted original documents or only the reproduction copy (not the original) at the bottom center, as indicated in the Print Order. The contractor shall print an identifying serial number in black ink on each furnished original/reproduction copy, serially stamping a number on each document that duplicates the sequence of the furnished originals. The numbering must not cover any type matter. The Bates Number must appear on all copies.

COPYING: Unless otherwise expressly indicated, all documents reproduce single-sided in black ink. All furnished two-sided originals, which may be in color, shall be reproduced as two single-sided sheets in black.

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

Contractor to 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.

Furnished originals will include documents with Post-It style note(s) affixed (Format "A"). The contractor is to 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) on a separate sheet; and one copy of the original without the Post-It note(s) affixed.

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

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

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

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

DRILLING: Reproduction copy(ies) will not require drilling.

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

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

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

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

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

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

DIGITAL SCANNING, ARCHIVING REQUIREMENTS: A majority of the orders, the contractor must scan the furnished file documents to PDF format and copy to CD-ROM. Files must be scanned at a minimum of 300 dpi. The final Adobe Acrobat PDF files need not be text searchable unless so indicated.

However, occasional orders would require that the final Adobe Acrobat PDF files be text searchable. In such orders, the contractor must perform OCR processing and convert the processed documents to text-searchable PDF files. The contractor must use the most recent version of Adobe Acrobat and Adobe Distiller to create the text-searchable PDF files. It is assumed that contractor shall best meet the stated contract requirements by distilling the copy elements using Adobe Distiller “Print Optimized” settings. The contractor shall contact the GPO before undertaking any alternative to this production assumption.

The final Adobe Acrobat PDF documents 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.
- When pages must be rotated, they are to open at 100%.
- Using the furnished case file titles and/or names, the contractor shall assign file names in an intuitive manner, to make them as user-friendly as possible. 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 blowback hardcopy of the scanned copy.

All duplicate (burned) CD-R discs shall be manufactured in accordance with the Phillips Orange Book, Part II: CD-R, Vols. 1 and 2 (Version 3.1, 1998). Duplicate CD-R discs manufactured under the terms of this contract will be 650 MB (74-minute) or 700 MB (80 minute) capacity discs, to be used on consumer quality target CD-ROM drives within a Microsoft Windows operating system environment.

Patent Rights: Several firms claim patent rights, which may be applicable to CD-ROM/DVD-ROM duplication. For example, see <http://www.licensing.philips.com>. U.S. Philips Corporation and Sony Corporation claim to hold patents for certain technologies essential to the manufacture and duplication/replication of CD-ROM/DVD-ROM's and assert it is impossible to manufacture or duplicate a

CD-ROM/DVD-ROM disc without infringing these patents. The patent claims cover, among other things, both the physical structure of and the manner in which data is encoded on a CD-ROM/DVD-ROM. Other firms, including Discovision Associates, Irvine, CA, also claim similar patent rights.

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

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

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

Disc packaging: The contractor shall first slip each CD disc into a common commercially available 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 CD mailer suitable for USPS mailing purposes. Mailer must be of suitable size to hold 1 to 5 jewel-cased CD/DVDs without damaging.**

Contractor will return CD/DVD contained mailers to Agency with order.

REASSEMBLY OF ORIGINALS: Unless otherwise instructed, the contractor will be required to reassemble, refasten and return the original documents in the same sequence and same condition as furnished. (See preceding "BINDING" section.)

PACKING:

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

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

DISTRIBUTION: Deliver F.O.B. destination using a **contractor-owned vehicle** to the following cities, as applicable by category:

Category 1: IRS Disclosure, 1222 Spruce Street, St. Louis, MO 63103

Category 2: IRS Disclosure, 550 Main Street, Room 7019, Cincinnati, OH 45202-3222

Category 3: IRS Disclosure, 30 East Seventh Street, Suite 1220, St. Paul, MN 55101

Category 4: IRS Disclosure, 230 S. Dearborn Street, Room 2820, Chicago, IL 60604-1505

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 "Distribution" (as applicable by category) by the contractor using a contractor-owned vehicle. 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.

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

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

No definite schedule for pickup of material at any particular IRS office can be predetermined. Furnished material will be ready for pickup (at contractor's expense) upon notification by the Government. 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 material 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 15 to 30 minutes for each pickup or delivery.

NOTE: Third party couriers are not permitted. Due to the sensitivity of the Government furnished materials, all pickups and return of Government-furnished materials, and deliveries must be made by a direct employee of the awarded contractor in a contractor-owned vehicle.

The following schedule begins the workday 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 shall be 9:00 a.m. the following workday.

Most orders must be completed and delivered within two to five workdays. Occasional orders must be completed and delivered within 24 hours (1 workday).

Deliveries MUST be made no later than 2:30 p.m. on the scheduled delivery date. Deliveries received after 3:00 p.m. will be considered as arriving the following workday (NOTE: Occasionally an URGENT order may require delivery PRIOR to 3:00 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

The Government will determine the lowest bid by applying the prices offered in the “SCHEDULE OF PRICES” to the following units of production which are the estimated requirements to produce one (1) year’s production requirements under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

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

Category 1 (St. Louis, MO)

I.		(1)	(2)	(3)
	(a)	5,700	270	30
	(b)	200	xxx	xx
	(c)(1)	120		
	(d)	950	45	5
	(e)(1)	60		
II.	(a)	57,000	4,000	500
	(b)	1,900	90	10
	(c)(1)	60		
III.	(a)	1,500		
	(b)	150		
	(c)	200		
	(d)	100		
	(e)	50		

Category 2 (Cincinnati, OH)

I.		(1)	(2)	(3)
	(a)	5,700	270	30
	(b)	50	xxx	xx
	(c)(1)	100		
	(d)	950	45	5
	(e)(1)	50		
II.	(a)	61,000	4,000	500
	(b)	1,900	90	10
	(c)(1)	50		
III.	(a)	2,000		
	(b)	100		
	(c)	200		
	(d)	100		
	(e)	50		

Category 3 (St. Paul, MN)

I.	(1)	(2)	(3)
(a)	1,900	90	10
(b)	100	xx	xx
(c) (1)	50		
(d)	450	45	5
(e) (1)	50		
II.			
(a)	9,000	2,000	400
(b)	950	45	5
(c)(1)	50		
III.			
(a)	1,000		
(b)	100		
(c)	100		
(d)	50		
(e)	50		

Category 4 (Chicago, IL)

I.	(1)	(2)	(3)
(a)	9,500	450	50
(b)	100	xxx	xx
(c)(1)	100		
(d)	1,900	90	10
(e)(1)	50		
II.			
(a)	90,000	9,000	500
(b)	3,000	450	50
(c)(1)	50		
III.			
(a)	3,000		
(b)	125		
(c)	400		
(d)	200		
(e)	50		

SECTION 4 - SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

SUBMISSION OF OFFERS AND EVALUATION: 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. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

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

Bids submitted with NB (No Bid) or blank spaces for an item may be declared non-responsive.

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

All vouchers submitted to the GPO 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, Chicago GPO. If such orders are placed by the agency, and no Modification is received from the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

IRS CERTIFICATION OF NONDISCLOSURE (See Attachment B): The contractor MUST execute and return a copy of the Certification of Nondisclosure with submittal of bid.

- Format "A": Up to and including 8-1/2 x 11"
- Format "B": Over 8-1/2 x 11" up to and including 8-1/2 x 14" (Legal size)
- Format "C": Over 8-1/2 x 14" up to and including 11 x 17"

Category 1 (St. Louis, MO)

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.....	\$ _____		
(d) Blowbacks from CD-ROM.....per impression.....	\$ _____	\$ _____	\$ _____

(e) Blowbacks from CD-ROM, large format documents:

1. Black only.....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..... \$_____

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..... \$_____
- (e) CD/DVD mailer.....per mailer..... \$_____

Category 2 (Cincinnati, OH)

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.....	\$_____	\$_XXXX_	\$_XXXX_

(c) Copying large format documents:

1. Black only.....per square foot.....\$_____

(d) Blowbacks from CD-ROM.....per impression.....\$_____ \$_____ \$_____

(e) Blowbacks from CD-ROM,
 large format documents:

1. Black only.....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.....			\$ _____

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.....	\$ _____
(e) CD/DVD mailer.....per mailer.....	\$ _____

Category 3 (St. Paul, MN)

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.....			\$ _____
(d) Blowbacks from CD-ROM.....per impression.....	\$ _____	\$ _____	\$ _____
(e) Blowbacks from CD-ROM, large format documents:			
1. Black only.....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.....			\$ _____

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.....	\$ _____
(e) CD/DVD mailer.....per mailer.....	\$ _____

Category 4 (Chicago, IL)

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.....			\$ _____
(d) Blowbacks from CD-ROM.....per impression.....	\$ _____	\$ _____	\$ _____
(e) Blowbacks from CD-ROM, large format documents:			
1. Black only.....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.....			\$ _____

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..... \$ _____
- (e) CD/DVD mailer.....per mailer..... \$ _____

NOTICE: Bidders OUTSIDE the 4 specified assumed production areas of these specifications should complete the following information.

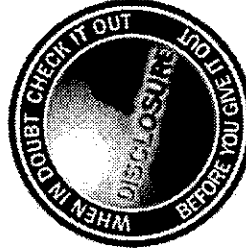
- 1. Proposed carrier(s) for pickup of Government Furnished Material _____
 - a. Number of hours from acceptance of print order to pickup of Government Furnished Material _____
 - b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant _____
- 2. Proposed carrier(s) for delivery of completed product _____
 - a. Number of hours from notification to carrier to pickup of completed product _____
 - b. Number of hours from pickup of completed product to delivery at destination..... _____

 (Initials)

ATTACHMENT A: IRS DISCLOSURE AWARENESS POCKET GUIDE FOR CONTRACTORS

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 1-800-366-4874.

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 (OUDO) or Limited QUO. 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 §§661 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(f).

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)

ATTACHMENT B: IRS CERTIFICATION OF NONDISCLOSURE

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

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 shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the local IRS Disclosure Manager (or his/her designee) of the Category at the address listed under Distribution in the specifications.
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 processing, storing and transmitting tax data must meet or exceed computer access protection controls - (C1). To meet C1 requirements, 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. 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. The penalties are prescribed by IRC Sections 7213A and 7431.
3. Each officer or employee of the contractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.
4. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(l)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

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 Managers at the addresses 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 CERTIFICATION OF NONDISCLOSURE (See Attachment B above, pages 37 thru 40): The contractor MUST execute and return a copy of the Certification of Nondisclosure with submittal of bid.

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

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department
BID

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

Shipment(s) will be made from: City _____, State _____

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

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

or

JACKET NO. _____

BID _____

Additional _____ Rate _____

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

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

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

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

COMPANY SUBMITTING BID

PERSON AUTHORIZED TO BID

Company _____

Name _____

Address _____

Title _____

City _____ State _____ Zip _____

Signature _____

GPO Contractor Code (if known) _____

Date _____

Telephone Number _____

Facsimile Number _____

Contracting Officer Review _____
(Initials)

Date _____

Certifier _____
(Initials)

Date _____

Representations and Certifications

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

REPRESENTATIONS.

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

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

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

CERTIFICATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The offeror certifies that:

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

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

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

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

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

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

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

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

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