

**Jacket:** 724-274  
**Title:** Individual Taxpayer Burden Survey  
**Agency:** IRS  
**Bid Opening:** May 22, 2020 at 2pm

<b>Contractor Name</b>	<b>Bid</b>	<b>Terms</b>		<b>Discounted Total</b>
Gray Graphics Corp	\$110,070.00	2.0%	20 days	\$107,868.60
NPC Inc	\$136,370.00	2.0%	20 days	\$133,642.60
Advantage Mailing LLC - Anaheim	\$190,111.00	1.0%	20 days	\$188,209.89

**BID OPENING:** Bids shall be opened at 2:00pm, prevailing Eastern Standard Time, on May 22, 2020 at the U.S. Government Publishing Office, Atlanta GA. Due to the COVID-19 pandemic, this will NOT be a public bid opening.

**ISSUE DATE:** May 18, 2020

ANY QUESTIONS BEFORE AWARD CONCERNING THESE SPECIFICATIONS, CALL (404) 605-9160, EXT. 32704 (TRACI COBB). NO COLLECT CALLS.

### SPECIFICATIONS

U.S. Government Publishing Office (GPO)  
Atlanta Regional Office  
3715 Northside Parkway, NW  
Suite 4-305  
Atlanta, Georgia 30327

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 09-19)).

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**PREDOMINANT PRODUCTION FUNCTION:** The predominant production function for this procurement is the printing of the pamphlets and forms (including variable data).

Contract Clause 6, "Subcontracts," of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)), is modified to permit subcontracting of the printing of the envelopes.

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**PRODUCT:** Consists of proofing, printing (forms, envelopes, and pamphlets), binding and/or construction, and individualized addressing/mailing of surveys. See "QUANTITY" for each individual Item.

The survey will be mailed to approximately 20,040 taxpayers. The mailings will be mailed in 4 Waves. Each Wave will be comprised of 6 "contacts" plus ad hoc mailings. Mailings will begin in June 2020 and continue through July 2021 (see "SCHEDULE").

- For Wave 1, the first and second contacts will involve approximately 9,010 taxpayers each. After the second contact, the following four contacts will involve the total quantity minus the respondents.
- For Wave 2, the first and second contacts will involve approximately 7,010 taxpayers each. After the second contact, the following four contacts will involve the total quantity minus the respondents.
- For Wave 3, the first and second contacts will involve approximately 3,010 taxpayers each. After the second contact, the following four contacts will involve the total quantity minus the respondents.
- For Wave 4, the first and second contacts will involve approximately 1,010 taxpayers each. After the second contact, the following four contacts will involve the total quantity minus the respondents.

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**SECURITY CLEARANCE:** The contractor and all employees who handle variable data (files or on the printed product) must go through an Internal Revenue Service security background investigation. See below requirements:

*Requirements for contractors with IRS security clearance or in the process of obtaining IRS security clearance (suitability & background clearance for employees, physical security for production facility, and cyber security*

**for information systems):** The contractor will be required to re-validate their clearances as follows (WITHIN TWO WORKDAYS after award):

1. Each contractor employee who handles variable data (files or on the printed product) must complete and sign the IRS Non-Disclosure Agreement in "EXHIBIT #3".
2. The contractor must complete and submit two Risk Assessment Checklists (IT RAC and Non-IT RAC). Each RAC will include employees who handle variable data (files or on the printed product).

**Requirements for the apparent low bidder if the contractor does not have IRS security clearance nor is in the process of obtaining IRS security clearance (suitability & background clearance for employees, physical security for production facility, and cyber security for information systems):** The contractor will be required to complete and submit the following prior to award (WITHIN TWO WORKDAYS after Government notification):

1. A copy of any internal security review and findings the contractor may have made within the previous 12 months;
2. A narrative description of the contractor's proposal to comply with required security measures;
3. A copy of all the contractors' policies and procedures relating to security;
4. An organization listing or chart;
5. Contractor's Security Letter & Plans (see "EXHIBIT #1" for additional information).
6. Physical and Cyber Security Assessments (worksheets provided by IRS)

In addition, WITHIN TWO WORKDAYS after award, the contractor will be required to submit the following:

1. Each contractor employee who handles variable data (files or on the printed product) must complete and sign the IRS Non-Disclosure Agreement in "EXHIBIT #3".
2. The contractor must complete and submit two Risk Assessment Checklists (IT RAC and Non-IT RAC). Each RAC will include employees who handle variable data (files or on the printed product).
3. Each contractor employee who handles variable data (files or on the printed product) must complete and submit all of the security documents listed in "EXHIBIT #2".

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**QUALITY ASSURANCE:** The contractor must furnish a complete **Quality Systems Plan** (see below) within FIVE WORKDAYS AFTER AWARD.

**Quality Systems:** 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 subcontractors and subsidiary plants. 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 and that all addressed items are mailed.

These procedures shall explicitly describe the methods to be used to assure that no records are missed or duplicated when an interruption of variable printing occurs (e.g., due to equipment malfunction) during all phases of production.

**Quality Systems Official:** The prime contractor shall designate an official who shall monitor and coordinate the quality system. 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 title, position, and telephone number.

**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.

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.

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

**Quality Systems Plan:** The prime contractor shall submit written outline plans of the Quality Systems and copies of the forms used to record the inspections and test results. The plans shall be emailed to Erika Bryant (Erika.J.Bryant@irs.gov) and Traci Cobb (tcobb@gpo.gov). The proposed Quality Systems Plans are subject to Government approval.

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**SECURE FILE TRANSFER PROTOCOL NETWORK (SFTP) REQUIREMENT:** The data files for the mailing addresses will be furnished to the contractor from the Marketing Research Firm (MRF) via Secure File Transfer Protocol network (SFTP). Contractor is responsible for setting up and maintaining a secure network according to the National Institute of Standards and Technology (NIST) SP 800 security guidelines. Prior to award, the contractor will be required to submit in writing to GPO's Atlanta Regional Office that the contractor is able to meet this requirement.

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**POST AWARD CONFERENCE:** A post award conference will be held via telephone. The purpose of the conference will be to discuss and review all aspects of the contractor's internal operations required to complete this contract. Representatives from the IRS, GPO, and the Marketing Research Firm will participate in the call. To establish coordination of all required operations, the contractor must have a representative from each involved production area in attendance for the call.

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**INSERTION/PACKAGE ASSEMBLY INSPECTION REQUIRED:** An "insertion/package assembly" inspection is required for Contact 2 for each Wave. Representatives from the IRS will inspect the printing (including variable data), insertion of money, addressing, and mailing operations at the contractor's plant. See "INSPECTION NOTIFICATION" for additional information.

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**TITLE/FORM NO:**

Individual Taxpayer Burden Survey

-- Form 14231 (Rev. 12-2019), Catalog Number 57576P

Individual Taxpayer Compliance Burden Survey (SP)

-- Form 14231 (SP) (Rev. 12-2019), Catalog Number 62338X

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**QUALITY LEVEL:** III Quality Assurance Through Attributes (GPO PUB 310.1, effective May 1979 (Rev. 8-02)) applies.

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**QUANTITY:**

Thirteen (13) individual Items (see below for each Item):

- **Item 1:** Form (IRS English Prenote): 20,060 copies
- **Item 2:** Form (IRS Letter #1): 20,060 copies
- **Item 3:** Form (IRS Letter #2): 20,060 copies
- **Item 4:** Form (FMG Letter #1): 20,060 copies
- **Item 5:** Form (FMG Letter #2): 20,060 copies
- **Item 6:** Form (FMG Letter #3): 20,060 copies
- **Item 7:** Saddle-Stitched Pamphlet (English Survey): 63,220 copies
- **Item 8:** Saddle-Stitched Pamphlet (Spanish Survey): 200 copies
- **Item 9:** Form (Ad Hoc Letter): 3,020 copies

- **Item 10:** 6 x 9" Window Envelope: 60,180 copies (see below breakdown)  
60,140 copies print with indicia  
40 copies print without indicia (includes 20 advance samples)
- **Item 11:** 8-3/4 x 11-1/2" Business Reply Envelope: 63,440 copies (includes 20 advance samples)
- **Item 12:** 9 x 12" Window Booklet Envelope: 63,460 total copies (see below breakdown)  
60,140 copies print with indicia  
3,320 copies print without indicia (includes 20 advance samples)
- **Item 13:** Form (IRS Spanish Prenote): 20,060 copies

**NOTE:** Contractor to provide bids based on the above quantities per Item. Quantity and price (based on the contractor's rate for each Item) may be adjusted based on actual mailed quantities for Contacts 3 through 6 (Items 2, 3, 5, 6, 7, 10, 11, & 12). Any adjustments in quantity and price will be addressed in a Contract Modification.

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**TRIM SIZE:**

- **Items 1, 2, 3, & 13:** 8-1/2 x 11" (flat); 8-1/2 x 5-1/2" (folded)
- **Items 4, 5, 6, 7, 8, & 9:** 8-1/2 x 11"
- **Item 10:** 6 x 9"
- **Item 11:** 8-3/4 x 11-1/2"
- **Item 12:** 9 x 12"

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**PAGES:**

- **Items 1, 2, 3, 4, 5, 6, 9, & 13:** Face Only
- **Items 7 & 8:** 16 pages (self-cover)
- **Item 10:** Face Only (before construction)
- **Items 11 & 12:** Face and Back (before construction)

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**DESCRIPTION:**

Specifications apply equally to each Item unless otherwise specified.

- **Item 1:** Face prints type matter in Black ink with variable data\*\* printing in Black. Variable data includes taxpayer name and address, date, and unique number with corresponding barcode.

- **Items 2 & 3:** Face prints type, rule, and screen matter in Black and Pantone 301 Blue with variable data\*\* printing in Black. Variable data includes taxpayer name and address, date, PIN, and unique number with corresponding barcode.

- **Items 4, 5, 6, 9, & 13:** Face prints type, rule, line art, and/or screen matter in Black and Pantone 301 Blue with variable data\*\* printing in Black. Variable data includes taxpayer name and address, date, and unique number with corresponding barcode.

- **Items 7 & 8:** Folio 1 prints solid, screen, reverse type, and reverse line art in Pantone 301 Blue.

Folio 2 prints type, solid, and screen matter in Black and Pantone 301 Blue.

Folios 3 through 15 print type, rule, reverse, solid, and screen matter in Black and Pantone 301 Blue with variable data\*\* printing in Black. Variable data includes the human readable ID printing in the upper right corner. FMG's corporate ID (static matter) prints in the upper left corner.

Folio 16 prints type, solid, reverse, and screen matter in Black and Pantone 301 Blue with variable data\*\* printing in Black. Variable data includes the PIN and human readable ID with corresponding barcode in the bottom right corner. FMG's corporate ID (static matter) prints in the upper left corner. NOTE: For Item 7, the PIN prints in two locations. For Item 8, the PIN prints in one location.

Pamphlets print head to head. Surveys must be compatible with Teleform scanning requirements. SEE "STOCK".

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- **Item 10:** Envelope prints type, rule, line art, solid, reverse, and G-48 Domestic indicia in Black ink on the side opposite the seams. NOTE: All envelopes must conform to the appropriate regulations in the USPS manual for Domestic Mail as applicable.

NOTE: There will be a plate change to print 40 copies without the G-48 indicia.

Construction: Open side, side seams, water soluble gummed flap. Die-cut face with one round cornered window, 4-1/2" (w) x 1-3/4" (h), with 4-1/2" (w) dimension parallel to the 9" dimension, at 7/8" from left and 2-1/2" from top edge when viewed with the flap at the TOP. Cover window with a clear transparent material (glassine or equal) securely glued to all sides of the envelope.

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- **Item 11:** Envelope prints type, rule, line art, solid, reverse, FIM marks, and Intelligent Mail Barcode in Black on the side opposite the seams. Inside of envelope requires a black or blue opaquing security design. Contractor may use his own design, but must guarantee complete opacity and prevent show through of the contents therein. NOTE: All envelopes must conform to the appropriate regulations in the USPS manual for Domestic Mail as applicable.

Construction: Open side, side seams, water soluble gummed flap.

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- **Item 12:** Envelope prints type, rule, line art, solid, reverse, and G-48 Domestic indicia in Black ink on the side opposite the seams. Inside of envelope requires a black or blue opaquing security design. Contractor may use his own design, but must guarantee complete opacity and prevent show through of the contents therein. NOTE: All envelopes must conform to the appropriate regulations in the USPS manual for Domestic Mail as applicable.

NOTE: There will be a plate change to print 3,320 copies without the G-48 indicia.

Construction: Open side, side seams, water soluble gummed flap. Die-cut face with one round cornered window, 4-1/2" (w) x 1-3/4" (h), with 4-1/2" (w) dimension parallel to the 9" dimension, at 7/8" from left and 2-1/2" from top edge when viewed with the flap at the RIGHT. Cover window with a clear transparent material (glassine or equal) securely glued to all sides of the envelope.

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**\*\*VARIABLE DATA AND MAIL MERGE:**

- The contractor must take the IRS data and format it to produce all of the required information using their own equipment.

- It is the contractor's responsibility to ensure that the imaging equipment used on this contract has the capability to image all required areas.

- It is critical that the unique number (and its corresponding barcode) furnished on the Excel spreadsheet be matched to its corresponding name, address, and PIN. 100% matching accountability is required.

- It is the responsibility of the contractor to monitor all ID control numbers to ensure that the unique number (and its corresponding barcode) assigned to the individual taxpayer follows that selected taxpayer on all correspondence from initialization to completion of the survey.

- All copies of Items 1 through 9 & 13 print with variable data except the copies that deliver to FMG (see "DISTRIBUTION").
- Variable imaging is required utilizing data samples furnished in comma delimited text files (.CSV files). All data with the exception of the date will be provided in the data files. Contractor is to use the actual mail date for the date field.

The following merge fields will be clearly indicated in the print files:

**-- Date**

--- Prints on Items 1, 2, 3, 4, 5, 6, 9, & 13

NOTES: 1) For the Spanish letter, the date should be written in Spanish using the following format: Day Month Year. For example, January 5, 2020 should be written 5 de enero de 2020.

2) The date must be the same font and size as the body of the letter and must align with the right margin.

**-- Respondent Names (FName) (LName)**

**-- Addresses (Address 1) (Address 2) (City) (State) (Zip) (Zip+4)**

--- Prints on Items 1, 2, 3, 4, 5, 6, 9, & 13

NOTES: 1) The name, address and barcode block must be visible through the window.

2) The name & address block must be the same font and size as the body of the letter and must align with the left margin.

**-- Respondent PIN**

--- Prints on Items 2 & 3

--- Prints in two locations on folio 16 of Item 7 and in one location on folio 16 of Item 8

NOTE: The PIN must print in Menlo Bold or Helvetica Bold and align with the text.

**-- Respondent ID**

--- Prints on Items 1, 2, 3, 4, 5, 6, 9, & 13

--- Prints on folios 3 through 16 of Items 7 & 8

NOTES: 1) When the ID is in barcode format, it should appear in 3 of 9 font. When the ID is human readable, it should have minimum font size of 10, in Arial font.

2) On Items 1, 2, 3, 4, 5, 6, 9, & 13, the respondent ID prints above the name and address block with the unique human readable ID to the right of its corresponding barcode.

3) On Items 7 & 8, the unique human readable ID prints on folios 3 through 15 in the upper right corner. In addition, the respondent ID prints in the bottom right corner of folio 16 with the unique human readable ID below its corresponding barcode.

**ACCEPTABLE PRINTING METHODS:**

- Items 7 & 8 (excluding variable data when applicable) must be produced via conventional OFFSET printing with a minimum of 150-line screen. Digital printing and inkjet printing are not acceptable for the shells of these items.
- Balance of Items (excluding variable data when applicable) may be produced via conventional offset or digital printing. Final output must be a minimum of 150-line screen and at a minimum resolution of 1200 x 1200 dpi x 1 bit or 600 x 600 dpi x 4 bit depth technology. Inkjet printing is not acceptable for the shells of these items. If printing digitally, contractor MUST match Pantone 301 Blue on Items 2, 3, 4, 5, 6, 9, & 13. Blue printed on digital items must match Pantone 301 Blue on offset items.
- Variable data (when applicable) may be printed via digital, laser, and/or inkjet printing.

**GOVERNMENT TO FURNISH:**

- Purchase Order and print files/manuscript copy (see "ELECTRONIC MEDIA") will be emailed to the contractor upon award.

- One check for Contact 2 of each Wave to be used to procure the \$2.00 bills will be provided to the contractor after award. CONTRACTOR MUST PROCURE ALL BRAND NEW \$2.00 BILLS. THIS MAY INVOLVE

ORDERING MORE THAN THE AMOUNT OF THE CHECK IF THE BANK WILL NOT GUARANTEE DELIVERY OF NEW BILLS. NEARLY NEW BILLS WILL NOT BE ACCEPTABLE. \$1.00 BILLS ARE NOT ACCEPTABLE.

- Dummy data will be emailed to the contractor one day after award. The dummy data will be provided in one Excel file with two tabs. The first tab will contain 5 addresses to be used for the soft proofs, the content proofs, and the prior-to-production samples delivering to Erika Bryant, Clara Grant, and Traci Cobb. The second tab will contain 20 addresses to be used for the prior-to-production samples delivering to Janice Seymour. See "PROOFING" & "DISTRIBUTION". NOTE: Dummy data files do not get processed through NCOA.
- Approximately 42,000 total same size (8-1/2 x 11") pre-printed leaves of stock for Items 1 & 13 - make-ready sheets will be included. Paper will deliver to the contractor no later than five business days after award.
- One copy of IRS Form 13456 (IRS Publishing Postage Report) in a fillable PDF file format will be furnished by IRS via email after award - contractor to complete for each mail contact (see "SCHEDULE").

***For each Wave:***

- Two Excel files containing the distribution lists for Contacts 1 and 2 will be uploaded to the Market Research Firm's SFTP site a minimum of five workdays prior to the respective mail dates. Files will be password protected. Agency will verbally provide password to the contractor after award. NOTE: The files for Contacts 1 and 2 will be uploaded on the same day. Contractor must ensure that the correct file per Contact is used.
- Four Excel files with the updated distribution lists (one each for Contacts 3 through 6) will be uploaded to the Market Research Firm's SFTP site after responses are received from the other Contacts (a minimum of five workdays prior to the respective mail dates). Files are password protected. Agency will verbally provide password to the contractor after award.

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**ELECTRONIC MEDIA:**

- PLATFORM: Unknown
- SOFTWARE: ADDITIONAL SYSTEM TIME IS REQUIRED. Thirteen PDF files (one PDF for each Item) will be provided.
- COLORS:
  - Item 1: Identified as Black.
  - Items 2 through 9 & 13: Identified as Black and Pantone 301.
  - Item 10: Identified as Black and FPO. FPO indicates the window and does not print.
  - Items 11 & 12: Identified as Black and Die Line. Die line does not print.
- FONTS: All fonts are Embedded/Embedded Subset.
- OUTPUT: High resolution output (as indicated under "ACCEPTABLE PRINTING METHODS") required for printing. Variable data requires minimum of 300 dpi.

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NOTE: GPO Imprint information does NOT print on any item for this procurement.

**ADDITIONAL INFORMATION:**

- Contractor must have the ability to edit PDF files (when furnished by the Government).
- Contractor is not to request that electronic files provided be converted to a different format. If contractor wishes to convert files to a different format, the final output must be of the same or higher quality and at no additional cost to the Government.



- The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.
  - Identification markings such as register marks, commercial identification marks of any kind, etc., except form number and revision date, carried in the electronic files, must not print on the finished product.
  - Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage or data corruption that might interfere with proper file image processing must be reported to your contract administrator.
  - The contractor shall create/alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.
  - When PostScript Files are not furnished - prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy.
  - Upon completion of this order, the contractor must furnish final production native application files (digital deliverable) and one "press quality" PDF file with the furnished media. Storage media must be MAC/PC compatible. The digital deliverables must be an exact representation of the final product and shall be returned on the same type of storage media as was originally furnished. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government.
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**STOCK:** The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the *Government Paper Specification Standards, No. 13*, dated September 2019.

- **Items 1 & 13:** JCP Code G45, White 25% Cotton Bond; 50% Recycled, Basis Size 17 x 22", Basis Weight 20#  
NOTE: The Government will furnish approximately 42,000 total same size (8-1/2 x 11") pre-printed leaves of stock for Items 1 & 13 - make-ready sheets will be included. Paper will deliver to the contractor no later than five business days after award.

- **Items 2, 3, 4, 5, 6, & 9:** JCP Code O61, White High Quality Xerographic Copier, Laser Printer, Basis Size 17 x 22", Basis Weight 24#

- **Items 7 & 8:** JCP Code A80, White Opacified Text, Basis Size 25 x 38", Basis Weight 60#  
NOTE: Stock must be smooth finish, 98 brightness (equal in finish and brightness to Domtar Cougar Opaque). Stock must be compatible with Teleform scanning requirements.

- **Items 10, 11, & 12:** JCP Code V20, White Writing Envelope, Basis Size 17 x 22", Basis Weight 24#

BIDDERS, PLEASE NOTE: GPO has issued a new *Government Paper Specification Standards, No. 13*, dated September 2019. Prospective bidders should carefully read this publication as the applicable standards within become an integral part of this contract. The document is posted at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards> along with a list of major revisions.

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**INK:** If lithographic ink is used in the performance of this contract, the ink shall contain not less than the following percentages of vegetable oil: (a) news ink, 40 percent; (b) sheet-fed and forms ink, 20 percent; and (c) heat-set ink, 10 percent. High quality color process printing on high-speed heat-set presses is excepted when slow drying time significantly increases production costs.

See "DESCRIPTION" for specific ink colors required for this procurement.

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**MARGINS:**

- **Items 1, 2, 3, 4, 5, 6, 9, & 13:** Follow file setup, adequate gripper.

NOTE: When Letters are folded and/or inserted into window envelopes, all of the taxpayer name, address, and barcode block must appear in the window of the envelope. Contractor must perform the "tap test" to ensure that nothing other than this information appears in the window.

- **Items 7 & 8:** Follow file setup, adequate gripper.

- **Items 10, 11, & 12:** All envelopes must conform to the appropriate regulations in the USPS manual for Domestic as applicable\*. \*NOTE: See "ELECTRONIC MEDIA" for additional information.

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**PROOFS:** Contractor furnished proof approval letters will not be recognized for proof approval/disapproval. Only GPO generated proof letters will be recognized for proof approval/disapproval. Contractor must not print prior to receipt of an "OK to print".

**Soft proofs:** The contractor must provide PDF proofs (\*) of Items 10, 11, & 12 on or before June 3, 2020 and the balance of the Items on or before June 4, 2020. If proofs for Items 2 through 9, 11, & 12 cannot meet this schedule, contractor must provide proofs of these items to the agency in time to maintain shipping/delivery schedule.

Soft proofs will be withheld not longer than 2 workdays (for Items 7 & 8) and 1 workday (for balance of Items) from date of receipt by the Government to date of proof approval and/or corrections from the ordering agency via email. NOTE: The date of receipt by the Government is NOT considered the first workday.

(\*) Five (5) "Press Quality" PDF proofs are required for Items 1 through 9 & 13. These proofs must utilize the furnished dummy data from the first tab of the Excel file which consists of 5 addresses and must include all variable data that will print on the final product (see "DESCRIPTION"). One (1) "Press Quality" PDF proof is required for Items 10, 11, & 12.

All PDF proofs are for content only and must be created using the same Raster Image Processor (RIP) that will be used to produce the final printed product. Proofs must show color and contain all crop marks. THESE PROOFS WILL NOT BE USED/APPROVED FOR COLOR MATCH OR RESOLUTION.

Email the PDF proofs to Erika Bryant (Erika.J.Bryant@irs.gov) and Traci Cobb (tcobb@gpo.gov).

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**Hard Proofs (upon approval of the PDF proofs):** The contractor must provide hard proofs (\*\*) within two workdays of receiving soft proof approval.

Hard proofs will be withheld not longer than 1 workday (for Items 1, 10, & 13) and 2 workdays (for balance of Items) from date of receipt by the Government to date of proof approval and/or corrections from the ordering agency via email. NOTE: The date of receipt by the Government is NOT considered the first workday.

(\*\*) CONTENT PROOFS: Twenty (4 sets of 5) complete digital color CONTENT proofs each of Items 1 through 6, 9, & 13 created using the same Raster Image Processor (RIP) that will be used to produce the product. Proof shall be collated with all elements in proper position (not pasted up), imaged face, trimmed and folded (if applicable) to the finished size/format of the product.

NOTE: These proofs must utilize the furnished dummy data from the first tab of the Excel file which consists of 5 addresses. Proofs must include all variable data that will print on the final product (see "DESCRIPTION").

(\*\*) CONTENT/CONSTRUCTION PROOFS: Twenty (4 sets of 5) digital CONTENT/CONSTRUCTION proofs each of Items 10 (with indicia), 10 (without indicia), 11, 12 (with indicia), & 12 (without indicia) created using the same Raster Image Processor (RIP) that will be used to produce the product. Proof shall be collated with all elements in proper position (not pasted up), imaged face and back (if applicable), trimmed and folded (constructed) to the finished size/format of the product.

NOTE: For window envelopes, proofs must clearly indicate the size and position of the window.

(\*\*) PRIOR-TO-PRODUCTION SAMPLES: The prior-to-production samples requirement for this contract is 35 (see below for breakdown) printed construction samples each of Items 7 and 8. Each sample shall be printed and constructed as specified and must be of the size, kind, and quality that the contractor will furnish.

NOTE: Fifteen priors (three sets of 5 with each set containing all 5 dummy examples) must utilize the furnished dummy data from the first tab of the Excel file for delivery to Erika Bryant, Clara Grant, and Traci Cobb. Twenty priors (one set of 20 that contains all 20 dummy examples) must utilize the furnished dummy data from the second tab of the Excel file for delivery to Janice Seymour. Priors must include all variable data that will print on the final product (see "DESCRIPTION").

Prior-to-production samples will be inspected and tested for conformance of materials and must comply with the specifications as to construction, kind, and quality of materials.

Contractor is responsible for all costs incurred in the delivery of the proofs. The Government will approve, conditionally approve, or disapprove the samples. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefore.

If the samples are disapproved by the Government, the Government, at its option, may require the contractor to submit additional samples for inspection and test, in the time and under the terms and conditions specified in the notice of rejection. Such additional samples shall be furnished, and necessary changes made, at no additional cost to the Government and with no extension in the shipping schedule. The Government will require the time specified above to inspect and test any additional samples required.

In the event the additional samples are disapproved by the Government, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause in which event this contract shall be subject to termination for default, provided however, that the failure of the Government to terminate the contract for default in such event shall not relieve the contractor of the responsibility to deliver the contract quantities in accordance with the shipping schedule.

In the event the Government fails to approve, conditionally approve, or disapprove the samples within the time specified, the Contracting Officer shall automatically extend the shipping schedule in accordance with Contract Clause 12, "Notice of Compliance With Schedules," of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 01-18)).

Manufacture of the final product prior to approval of the samples submitted is at the contractor's risk. **SAMPLE(S) WILL NOT BE RETURNED TO THE CONTRACTOR.** All costs, including the costs of all samples, shall be included in the contract price for the production quantity.

All samples shall be manufactured at the facilities and on the equipment in which the contract production quantities are to be manufactured.

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**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.

Contractor is required to have Internet access, provided through their Internet Service Provider (ISP) with email and a web browser equivalent to Internet Explorer 6.0 or Netscape 4.0. The contractor is also required to have Adobe Acrobat 6.0 Standard (or higher) software, NOT Adobe Reader, on a computer with email capability.

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**BINDING:**

- *Items 1, 2, 3, & 13:* Trim 4 sides. Fold from 8-1/2 x 11" to 8-1/2 x 5-1/2" with address of all letters facing out.

NOTE: See "ASSEMBLY" for additional information on folding the letters.

- **Item 4, 5, 6, & 9:** Trim 4 sides.

- **Items 7 & 8:** Saddle-stitch in 2 places on the 11" left dimension. Trim 3 sides. Score on fold.

- **Items 10, 11, & 12:** See "DESCRIPTION".

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**INSPECTION NOTIFICATION:** 72 hours prior to insertion of money, addressing, and mailing operations for Contact 2 of all Waves, the contractor must contact Traci Cobb/GPO (404-605-9160 x32704 or tcobb@gpo.gov) and confirm the following information:

1. Location and address of inspection site;
2. Name and phone number of contact person;
3. Date and time of the inspection.

Travel for the inspection is not a factor in determining award.

NOTE: Representatives from the IRS will inspect the printing (including variable data), insertion of money, addressing, and mailing operations for Contact 2 of all Waves.

For Waves 1 and 2, contractor must have inserted packets\* ready for inspection when representatives arrive at the contractor's plant on the Monday morning (around 8am) prior to the mail date. For Waves 3 & 4, contractor must have inserted packets\* ready for inspection when representatives arrive at the contractor's plant on the Tuesday morning (around 8am) prior to the mail dates. \*NOTE: All items must be inserted into the envelope with the exception of the \$2.00 bill. The IRS will insert the \$2.00 bill into the envelope.

Once the money has been inserted and verified, the packages must be sealed and prepared in front of IRS representatives. Unsealed envelopes must not leave the sight of the IRS representatives after inspection of inserted money. Prior to releasing mail to the USPS, sealed envelopes must be stored in a secure location.

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#### **ASSEMBLY OF CONTACTS FOR ALL WAVES:**

- **Contact 1:** Mailings consist of one copy of the IRS English Prenote (Item 1) and one copy of the IRS Spanish Prenote (Item 13) collated and folded to 8-1/2 x 5-1/2" (with Item 1 on top and with address out) and inserted into one copy of the 6 x 9" Window Envelope (Item 10). Insert letters so that only the taxpayer name, address and barcodes show through the window. NOTE: Contractor has the option to collate the flat letters and fold together or collate pre-folded letters with folded Item 1 on top of folded Item 13.

- **Contact 2:** Mailings consist of one copy of the FMG Letter #1 (Item 4) placed on top of one copy of the English Survey (Item 7) with the letter address out. Place the letter/survey, head to head, on top of one copy of the 8-3/4 x 11-1/2" Business Reply Envelope (Item 11) which should also be facing with the printing up. Insert collated items, all facing the window, into one copy of the 9 x 12" Window Envelope (Item 12) so that only the taxpayer name, address and barcodes show through the window. Recipients will have one \$2.00 bill placed facing up caught in the folded flap of the Business Reply Envelope (inserted by the IRS).

- **Contact 3:** Mailings consist of one copy of the IRS Letter #1 (Item 2) folded to 8-1/2 x 5-1/2" and inserted into one copy of the 6 x 9" Window Envelope (Item 10). Insert letter so that only the taxpayer name, address and barcodes show through the window.

- **Contact 4:** Mailings consist of one copy of the FMG Letter #2 (Item 5) placed on top of one copy of the English Survey (Item 7) with the letter address out. Place the letter/survey, head to head, on top of one copy of the 8-3/4 x 11-1/2" Business Reply Envelope (Item 11) which should also be facing with the printing up. Insert collated items,

all facing the window, into one copy of the 9 x 12" Window Envelope (Item 12) so that only the taxpayer name, address and barcodes show through the window.

- **Contact 5:** Mailings consist of one copy of the IRS Letter #2 (Item 3) folded to 8-1/2 x 5-1/2" and inserted into one copy of the 6 x 9" Window Envelope (Item 10). Insert letter so that only the taxpayer name, address and barcodes show through the window.

- **Contact 6:** Mailings consist of one copy of the FMG Letter #3 (Item 6) placed on top of one copy of the English Survey (Item 7) with the letter address out. Place the letter/survey, head to head, on top of one copy of the 8-3/4 x 11-1/2" Business Reply Envelope (Item 11) which should also be facing with the printing up. Insert collated items, all facing the window, into one copy of the 9 x 12" Window Envelope (Item 12) so that only the taxpayer name, address and barcodes show through the window.

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**AD HOC MAILINGS:** In addition to the Contacts per Wave, there will be Ad Hoc mailings once a week. These mailings will be divided into 2 categories:

- 1. Ad Hoc Request: Initiated when taxpayers request a printed survey.
- 2. Ad Hoc Postal Non-Deliverables (PND): Initiated when USPS sends a better address.

Contractor will send the Ad Hoc Mailings via First Class Mail (reimbursable postage). NOTE: POSTAGE MUST BE METERED! Stamps are NOT acceptable. The contractor will be reimbursed for the First Class postage. Contractor must submit postal documentation with invoice to be reimbursed for postage. In addition, contractor must email postal documentation to Traci Cobb (tcobb@gpo.gov) and Erika Bryant (Erika.J.Bryant@irs.gov) weekly after each ad hoc mailing or at the end of each month (contractor's option).

**Ad Hoc:** Mailings consist of one copy of the Ad Hoc Letter (Item 9) placed on top of one copy of the English Survey (Item 7) with the letter address out. Place the letter/survey, head to head, on top of one copy of the 8-3/4 x 11-1/2" Business Reply Envelope (Item 11) which should also be facing with the printing up. Insert collated items, all facing the window, into one copy of the 9 x 12" Window Envelope **without indicia** (Item 12) so that only the taxpayer name, address and barcodes show through the window.

One data file will be furnished each Wednesday. The files will be password encrypted and uploaded to the MRF's SFTP. NOTE: AD HOC FILES DO NOT GET PROCESSED THROUGH NCOA.

Contractor is to mail merge and mail packages on the Friday following receipt of the data files. Ad Hoc mailings will continue through July 16, 2021. Ad Hoc mailings will involve approximately 3,000 taxpayers over the course of the contract.

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**PULLING RESPONDENTS FROM FILES:** Prior to the mail-out date for contacts 3, 4, 5 & 6, the Marketing Research Firm will deliver pull lists to the contractor on a daily basis for the four days prior to the mailing. These lists will contain the respondent IDs of participants who have recently completed the survey or who have called to refuse the survey. **The contractor will need to remove the materials for these respondents before the mail-out date.**

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**MAILING REQUIREMENTS:** Contractor to mail all copies (for all contacts) according to the schedule. In addition to the scheduled contacts per wave, on a weekly basis as needed, files will be uploaded to the MRF's SFTP to mail surveys as requested. Contractor is to mail First Class Mail. Contractor will be reimbursed for postage cost at the end of the contract for mailings that do not use the G-48 indicia. Contractor must submit postal documentation with invoice to be reimbursed for postage.

**CASS & PAVE:** Contractor must pass all files (with the exception of those furnished for proof purposes and for the ad hoc mailings) against a USPS Code Accuracy Support System (CASS) certified software address hygiene program. Contractor's software must also be Presort Accuracy Validation and Evaluation (PAVE) certified.

**NCOA Link Processing, LACSLink, & Delivery Point Validation (DPV):** Contractor is responsible for taking the IRS raw data files (with the exception of those furnished for proof purposes and for the ad hoc mailings) and passing the files against the National Change of Address Link (NCOALINK), LACSLink, and Delivery Point Validation (DPV) file using a licensed USPS Full Service Provider.

Contractor must choose the new move addresses from the mail file, verify the service center code of the new move addresses (making all necessary service center code corrections) using the furnished electronic file, and merge the new move addresses back into the mail file.

In addition, any changes must be furnished by the print contractor to the Marketing Research Firm via SFTP within one week of the update. All NCOA files should be an Excel spreadsheet with the following variables:

[Respondent ID] [Addressee Name] [Previous Street 1] [Street 1] [Street 2] [City] [State] [Zip] [Zip4]

NOTE: If the file is furnished as Comma Delimited file, the contractor will need to manipulate the file in order for the "0" to print. Files saved in a comma delimited format do not allow for leading zeros in a zip code. Contractor must know how to work this file in order to print the zip code correctly. All information must be purged from the contractor's system within 30 days of completion of the contract.

**Presort:** Contractor must utilize a commercially prepared software package for assigning the mail file in an approved presort format. The contractor must maximize postage savings by approved 5-digit format.

Orders which result in mailings of less than 200 pieces will require the contractor to apply the appropriate postage to each mailing. Contractor will be reimbursed for this postage by submitting a properly completed Postal Service Form 3606 Certificate of Bulk Mailing with the invoice. For reimbursable postage, the contractor must apply metered postage. Loose and/or sloppy metering tabs will not be allowed. Metering tabs must NOT extend past the edge of the postcard or envelope as applicable and should not lift off causing ragged edge when sent through USPS equipment. Stamps are NOT acceptable! NOTE: Form 13456 is not required for these mailings.

The current Domestic Mail Manual (DMM) has specific requirements regarding the minimum and maximum package sizes and must be adhered to by all mailers.

**USPS Regulation Compliance:** The contractor must comply with all U.S. Postal Service regulations governing the preparation of First Class rate mailings which are in effect at the time of the mailing, including the issuance of the required forms (mailing statements) and the weighing of shipments. The contractor must meet with local postal authorities before the start of production.

**Mailing Rate:** The Postal Service will verify the total weight of the mailing. The contractor must comply with all current Domestic Mail Manual (DMM) regulations governing use of First Class Mail.

**Indicia:** The Government will furnish a permit number and indicia for the First Class Mail. A PS Form 3602, Statement of Mailing with Permit Imprints must be completed and submitted to the entry post office for all mailings using permit imprint.

**Internal Wrapping or Tying:** All bundles containing mixed carrier routes or 3/5-digit ZIP codes require internal wrapping or tying in direct packages of ten or more letters. See current Domestic Mail Manual for details.

**Postal Pallets:** The USPS will provide pallets upon contractor's request, or contractor may use their own pallets that meet postal requirements, at his own expense. Loaded pallets must be wrapped with a shrinkable or stretchable plastic strong enough to retain the integrity of the pallet during transportation and handling. Pallets must be prepared in accordance with the requirements in the current Domestic Mail Manual for "Packages and Bundles Presented on Pallets" and "Palletizing Sacks". See the current DMM for preparation requirements for palletizing First-Class Mail. Packages must be palletized separately from sacks. The sack tags must be bar coded and readable by USPS equipment. Further details on pallet loading and flagging may be obtained by consulting local Postal Customer Representatives.

**Pallet Staging and Storage:** Loaded pallets must be assembled and stored "staged" for eventual turn over to U.S. Postal Service beginning no sooner than the date specified in the Schedule. The pallets are to be staged in an order so that the furthest destinations will be turned over first and the closest destinations last.

**Upon completion of each mail contact:** Contractor must submit completed Form 13456 via email to IRS (postage@publish.no.irs.gov and Erika.J.Bryant@irs.gov) and to GPO (tcobb@gpo.gov). The print contractor is required to electronically complete and submit Form 13456 to the IRS within three days of mailing. Any delay or missing input could result in delay of payment. For contractor's convenience, Form 13456 is provided as a fillable PDF file. The IRS Publishing Specialist will complete the top portion of the form prior to emailing the form to the contractor.

Contractor must read instructions furnished with F13456 which instructs the contractor on what data must be captured and the correct naming nomenclature for the PDF files. For any questions, please call Erika Bryant at 470-769-2030.

In addition, contractor must email postal documentation to Traci Cobb (tcobb@gpo.gov) and Erika Bryant (Erika.J.Bryant@irs.gov) weekly after each ad hoc mailing or at the end of each month (contractor's option).

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#### **SCHEDULE:**

Purchase Order and print files will be emailed to the contractor on or before **June 1, 2020**.

Dummy data for proofing will be emailed to the contractor on or before **June 2, 2020**.

Contractor to email soft proofs of Items 10, 11, & 12 to the agency on or before **June 3, 2020** and the balance of Items on or before **June 4, 2020**. Contractor must provide hard proofs within two workdays of receiving soft proof approval. See "PROOFS" for additional schedule information for the soft and hard proofs.

For the duration of the contract, any NCOA changes must be furnished by the contractor to the Marketing Research firm via SFTP within one week of the NCOA update (see "MAILING REQUIREMENTS" for additional information).

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#### **F.O.B. DESTINATION:**

- Deliver a total of 60 advance samples (5 copies each of Items 10 (without indicia), 11, & 12 (without indicia) to four different addresses) as soon as copies are off press - see "DISTRIBUTION" section for complete addresses.
  - Deliver a total of 1,120 copies to one address on or before June 19, 2020 - see "DISTRIBUTION" section for quantity breakdown per Item and complete address.
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**F.O.B. CONTRACTOR'S CITY: NO EARLY MAILOUT PERMITTED!** See below mailing schedule:

#### ***Wave 1 Mail Dates:***

- ***Contact 1:*** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 9,010 individual addresses (\*per furnished distribution list) on NOT before June 19, 2020.
- ***Contact 2:*** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 9,010 individual addresses (\*per furnished distribution list) on NOT before June 26, 2020.
- ***Contact 3:*** Contractor to mail one assembled set (see "ASSEMBLY" section for item) to approximately\* 9,010 individual addresses (\*per furnished distribution list) on NOT before July 27, 2020.
- ***Contact 4:*** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 9,010 individual addresses (\*per furnished distribution list) on NOT before August 14, 2020.

- **Contact 5:** Contractor to mail one assembled set (see "ASSEMBLY" section for item) to approximately\* 9,010 individual addresses (\*per furnished distribution list) on NOT before September 11, 2020.

- **Contact 6:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 9,010 individual addresses (\*per furnished distribution list) on NOT before October 2, 2020.

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**Wave 2 Mail Dates:**

- **Contact 1:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 7,010 individual addresses (\*per furnished distribution list) on NOT before July 31, 2020.

- **Contact 2:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 7,010 individual addresses (\*per furnished distribution list) on NOT before August 7, 2020.

- **Contact 3:** Contractor to mail one assembled set (see "ASSEMBLY" section for item) to approximately\* 7,010 individual addresses (\*per furnished distribution list) on NOT before September 8, 2020.

- **Contact 4:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 7,010 individual addresses (\*per furnished distribution list) on NOT before September 25, 2020.

- **Contact 5:** Contractor to mail one assembled set (see "ASSEMBLY" section for item) to approximately\* 7,010 individual addresses (\*per furnished distribution list) on NOT before October 23, 2020.

- **Contact 6:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 7,010 individual addresses (\*per furnished distribution list) on NOT before November 13, 2020.

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**Wave 3 Mail Dates:**

- **Contact 1:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 3,010 individual addresses (\*per furnished distribution list) on NOT before January 8, 2021.

- **Contact 2:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 3,010 individual addresses (\*per furnished distribution list) on NOT before January 15, 2021.

- **Contact 3:** Contractor to mail one assembled set (see "ASSEMBLY" section for item) to approximately\* 3,010 individual addresses (\*per furnished distribution list) on NOT before February 16, 2021.

- **Contact 4:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 3,010 individual addresses (\*per furnished distribution list) on NOT before March 5, 2021.

- **Contact 5:** Contractor to mail one assembled set (see "ASSEMBLY" section for item) to approximately\* 3,010 individual addresses (\*per furnished distribution list) on NOT before April 2, 2021.

- **Contact 6:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 3,010 individual addresses (\*per furnished distribution list) on NOT before April 23, 2021.

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**Wave 4 Mail Dates:**

- **Contact 1:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 1,010 individual addresses (\*per furnished distribution list) on NOT before February 19, 2021.

- **Contact 2:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 1,010 individual addresses (\*per furnished distribution list) on NOT before February 26, 2021.



- **Contact 3:** Contractor to mail one assembled set (see "ASSEMBLY" section for item) to approximately\* 1,010 individual addresses (\*per furnished distribution list) on NOT before March 29, 2021.

- **Contact 4:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 1,010 individual addresses (\*per furnished distribution list) on NOT before April 16, 2021.

- **Contact 5:** Contractor to mail one assembled set (see "ASSEMBLY" section for item) to approximately\* 1,010 individual addresses (\*per furnished distribution list) on NOT before May 14, 2021.

- **Contact 6:** Contractor to mail one assembled set (see "ASSEMBLY" section for items) to approximately\* 1,010 individual addresses (\*per furnished distribution list) on NOT before June 4, 2021.

**Ad Hoc:** Contractor to mail one assembled set (see "AD HOC MAILINGS" section for items) as requested. Ad Hoc mailings will continue through July 16, 2021.

All mailings, EXCEPT WHEN OTHERWISE INDICATED, must be done at the most economical rate to the Government. The contractor is cautioned that the "Postage and Fees Paid" indicia may be used only for the purpose of mailing material produced under this contract. All mailings must conform to US Postal Guidelines for Domestic Mail as applicable. The contractor will pay postage for mailings (as indicated) that do not mail using the G-48 indicia. Contractor will be reimbursed for only this postage cost at the end of the contract. Contractor must submit postal documentation with invoice to be reimbursed for postage.

## **DISTRIBUTION:**

### **F.O.B. Destination (Proofs & Advance Samples):**

- Deliver\* the proofs listed below to: IRS, ATTN: Erika Bryant, 4107 Casa Loma Drive, Decatur, GA 30034.

--- One set of content proofs each of Items 1 through 6, 9, & 13 (set consists of one of each of the five examples in tab one of the dummy file).

--- One set of prior-to-production samples each of Items 7 & 8 (set consists of one of each of the five examples in tab one of the dummy file).

--- Five content/construction proofs each of Items 10 (with indicia), 10 (without indicia), 11, 12 (with indicia), & 12 (without indicia).

--- Five printed advance samples each of Items 10 (without indicia), 11, & 12 (without indicia).

- Deliver\* the proofs listed below to: IRS, ATTN: Clara Grant, 2010 Tanglewood Drive, Waldorf, MD 20601.

--- One set of content proofs each of Items 1 through 6, 9, & 13 (set consists of one of each of the five examples in tab one of the dummy file).

--- One set of prior-to-production samples each of Items 7 & 8 (set consists of one of each of the five examples in tab one of the dummy file).

--- Five content/construction proofs each of Items 10 (with indicia), 10 (without indicia), 11, 12 (with indicia), & 12 (without indicia).

--- Five printed advance samples each of Items 10 (without indicia), 11, & 12 (without indicia).

- Deliver\* the proofs listed below to: GPO, ATTN: Traci Cobb, 3715 Northside Parkway NW, Suite 4-305, Atlanta, GA 30327.

--- One set of content proofs each of Items 1 through 6, 9, & 13 (set consists of one of each of the five examples in tab one of the dummy file).

--- One set of prior-to-production samples each of Items 7 & 8 (set consists of one of each of the five examples in tab one of the dummy file).

- Five content/construction proofs each of Items 10 (with indicia), 10 (without indicia), 11, 12 (with indicia), & 12 (without indicia).
  - Five printed advance samples each of Items 10 (without indicia), 11, & 12 (without indicia).
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- Deliver\* the proofs listed below to: FMG, ATTN: Janice Seymour, 250 W. Old Wilson Bridge Road, Suite 430, Worthington, OH 43085.

- One set of content proofs each of Items 1 through 6, 9, & 13 (set consists of one of each of the five examples in tab one of the dummy file).
- One set of prior-to-production samples each of Items 7 & 8 (set consists of one of each of the twenty examples in tab two of the dummy file).
- Five content/construction proofs each of Items 10 (with indicia), 10 (without indicia), 11, 12 (with indicia), & 12 (without indicia).
- Five printed advance samples each of Items 10 (without indicia), 11, & 12 (without indicia).

\*Contractor must email tracking numbers for all hard proofs and advance samples to Traci Cobb (tcobb@gpo.gov) and Erika Bryant (Erika.J.Bryant@irs.gov).

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**F.O.B. Destination (Printed Copies):**

Deliver copies of each Item as indicated below to: FMG, ATTN: Janice Seymour, 250 W. Old Wilson Bridge Road, Suite 430, Worthington, OH 43085.

NOTE: All merge fields should be left blank. No variable data will be supplied for these items.

- 20 copies of Item 1 (IRS English Prenote)
  - 20 copies of Item 2 (IRS Letter #1)
  - 20 copies of Item 3 (IRS Letter #2)
  - 20 copies of Item 4 (FMG Letter #1)
  - 20 copies of Item 5 (FMG Letter #2)
  - 20 copies of Item 6 (FMG Letter #3)
  - 100 copies of Item 7 (English Survey)
  - 200 copies of Item 8 (Spanish Survey)
  - 20 copies of Item 9 (Ad Hoc Letter)
  - 20 copies of Item 10 (6 x 9" Window Envelope with Indicia)
  - 20 copies of Item 10 (6 x 9" Window Envelope without Indicia)
  - 300 copies of Item 11 (8-3/4 x 11-1/2" Business Reply Envelope)
  - 20 copies of Item 12 (9 x 12" Window Booklet Envelope with Indicia)
  - 300 copies of Item 12 (9 x 12" Window Booklet Envelope without Indicia)
  - 20 copies of Item 13 (IRS Spanish Prenote)
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**F.O.B. Contractor's City:** See "AD HOC MAILINGS" and "MAILING REQUIREMENTS".

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**QUALITY ASSURANCE THROUGH ATTRIBUTES:** The bidder agrees that any contract resulting from bidder's offer under these specifications shall be subject to the terms and conditions of GPO Pub. 310.1 "Quality Assurance Through Attributes – Contract Terms" in effect on the date of issuance of the invitation for bid. GPO Pub 310.1 is available without charge from: U.S. Government Publishing Office, Atlanta Regional Office, 3715 Northside Parkway, NW, Suite 4-305, Atlanta, Georgia 30327.

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

Product Quality Levels:

- (a) Printing (page related) Attributes – Level III

## (b) Finishing (item related) Attributes – Level III

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:

Items 7 & 8:

Attribute Specified	Specified Standard	Alternate Standard*
P-7 Type Quality and Uniformity	Approved Priors	Approved PDF (Page Integrity)
P-9 Solid or Screen Tints Color Match	Approved Priors	Pantone Matching System

Balance of Items:

Attribute Specified	Specified Standard	Alternate Standard*
P-7 Type Quality and Uniformity	Approved PDF (Page Integrity)	File Setup
P-9 Solid or Screen Tints Color Match	Pantone Matching System	

\*In the event that the Specified Standard is waived, the Alternate Standard will serve as its replacement.

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

**OFFERS:** Offers must include the cost of all materials and operations for the total quantity ordered in accordance with these specifications. In addition, a price must be submitted for each additional hundred or thousand copies. The price of the additional quantities must be based on a continuing run, exclusive of all basic or preliminary charges and will NOT be a factor for determination of award.

**BID SUBMISSION:** Due to the COVID-19 pandemic, the physical office will NOT be open. Based on this, bidders MUST submit email bids to [bidsatlanta@gpo.gov](mailto:bidsatlanta@gpo.gov) for this solicitation. No other method of bid submission will be accepted at this time.

The Jacket number (724-274) and bid opening date (May 22, 2020) must be specified in the subject line of the emailed bid submission. Bids received after 2:00pm EST on the bid opening date specified above will not be considered for award.

NOTE: Bidders are to fill out, sign/initial, and return pages 20 and 21.

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

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

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

- 1) Most recent profit and loss statement

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

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

**PAYMENT:** Submitting invoices for payment via the GPO fax gateway utilizing the GPO barcode coversheet program application is the most efficient method of invoicing. Instruction for using this method can be found at the following web address: <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

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

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

**CONTRACTOR:** \_\_\_\_\_

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

***Bid Amount for Jacket 724-274:*** \_\_\_\_\_

***Additional rates:***

- *Item 1:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 2:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 3:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 4:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 5:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 6:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 7:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 8:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 9:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 10:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 11:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 12:* \_\_\_\_\_ Per \_\_\_\_\_
- *Item 13:* \_\_\_\_\_ Per \_\_\_\_\_

\_\_\_\_\_  
(Contractor's Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

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

**BID ACCEPTANCE PERIOD:** In compliance with the above, the undersigned agree, if this bid is accepted within \_\_\_\_\_ 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 points(s), in exact accordance with specifications.

NOTE: Failure to provide a 60-day bid acceptance period may result in expiration of the bid prior to award.

**AMENDMENT(S):** Bidder hereby acknowledges amendment(s) number(ed) \_\_\_\_\_

**BIDDER'S NAME AND SIGNATURE:** Unless specific written exception is taken, the bidder, by signing and submitting a bid, agrees with and accepts responsibility for all certifications and representations as required by the solicitation and GPO Contract Terms – Publication 310.2. When responding by email, fill out and return one completed copy of all applicable pages that include the Jacket Number, Bid Price, Additional Rate, Discounts, Amendments, Bid Acceptance Period, and Bidder's Name and Signature, including signing where indicated. Valid electronic signatures will be accepted in accordance with the Uniform Electronic Transactions Act, § 2. Electronic signatures must be verifiable of the person authorized by the company to sign bids.

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

Bidder \_\_\_\_\_  
(Contractor Name) (GPO Contractor's Code)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City – State – Zip Code)

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

\_\_\_\_\_  
(Person to be Contacted) (Telephone Number) (Email)

\*\*\*\*\*

THIS SECTION FOR GPO USE ONLY

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_ Contracting Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
(Initials) (Initials)

\*\*\*\*\*  
\*\*\*\*\*

\_\_\_\_\_  
(Contractor's Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

**Exhibit #1 (11 pages)**

**CONTRACTOR'S SECURITY LETTER & PLANS:** The contractor must email to Erika Bryant (Erika.J.Bryant@irs.gov) a detailed report of the inventory and tracking system and the security measures to be taken to secure any SBU information sent throughout the period the contractor has possession of taxpayer information.

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.

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.

Security Control Plan: This plan must address, at a minimum, the following:

(a) Materials – 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.

(b) Production Area – The contractor must provide a secure area(s) dedicated to the processing and storage of data for the Survey Packets (either a separate facility dedicated to this product or a walled-in limited access area within the contractor's existing facility). Access to the area(s) shall be limited to security-trained employees involved in the production of the survey packets. (For further information, see "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.

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.

**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, any Sensitive but Unclassified Information (SBU), furnished by IRS, nor use or allow any person to use the SBU for any other purpose than mailing the surveys. (See IRS Pub. 1075 "Tax Information Security Guidelines for Federal, State, and Local Agencies"). A copy may be obtained either from the Internet by entering [HTTP://WWW.IRS.GOV](http://www.irs.gov) then click on forms and pubs, 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.

### **SAFEGUARDS REQUIREMENTS:**

**Physical Storage Facility Requirements:** 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, 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\*. At the completion of this contract or termination, the contractor is required to send all storage devices to the ordering agency for destruction.

**\*Security Container Requirements:** 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.

**See below security control information:**

### **IR1052.224-9000 SAFEGUARDS AGAINST UNAUTHORIZED DISCLOSURE OF SENSITIVE BUT UNCLASSIFIED INFORMATION (MAY 2018)**

1. Treasury Directive Publication 15-71 (TD P 15-71), Chapter III – Information Security, Section 24 – Sensitive But Unclassified Information defines SBU information as ‘any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (USC) (the Privacy Act) but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy.’ SBU may be categorized in one or more of the following groups—

- Returns and Return Information
- Sensitive Law Enforcement Information
- Employee Information
- Personally Identifiable Information
- Other Protected Information

2. Confidentiality requirements for tax returns and return information are established by Section 6103 of the Internal Revenue Code (IRC) (26 USC 6103), and the penalties for unauthorized access and disclosure of returns and return information are found in Sections 7213, 7213A and 7431 of the IRC (26 USC 7213, 7213A and 7431).



3. Contractors who perform work at contractor (including subcontractor) managed sites using contractor or subcontractor managed IT resources shall adhere to the general guidance and specific security control standards or requirements contained in Publication 4812, Contractor Security Controls, IRM 10.23.2 - Personnel Security, Contractor Investigations and IRM 10.8.1 - Information Technology (IT) Security, Policy and Guidance. Typically, all contracts that require contractor (including subcontractor) employees to handle, manage, or process SBU information shall be protected at the moderate risk level. Publication 4812 and IRM 10.8.1 and 10.23.2 provide comprehensive lists of all security controls and guidance.

4. Eligibility, Fitness and Suitability. Contractor (including subcontractor) personnel hired for work within the United States or its territories and possessions and who require access, wherever the location, to IRS owned or controlled facilities or work on contracts that involve the design, operation, repair, or maintenance of information systems, and/or require access to SBU information, must meet the eligibility requirements under IRM 10.23.2, Personnel Security, Contractor Investigations, and shall be subject to security screening and investigative processing, commensurate with the position sensitivity level, and in accordance with IRM 10.23.2, and TD P 15-71. Contractor (including subcontractor) employees must be favorably adjudicated prior to starting work on the contract/order or before being granted staff-like access (or interim staff-like access, if approved by Personnel Security) to IRS information systems or SBU information.

5. General Conditions for Allowed Disclosure. Any SBU information, in any format, made available to contractor (including subcontract) personnel shall be treated as confidential information and shall be used only for the purposes of carrying out the requirements of this contract. Inspection by or disclosure to anyone other than a duly authorized officer or employee of the contractor (including subcontractor) shall require prior written approval of the IRS. Requests to make such inspections or disclosures shall be addressed to the CO.

6. Nondisclosure Agreement. Consistent with TD P 15-71, Chapter II, Section 2, and IRM 10.23.2.17 - Nondisclosure Agreement for Sensitive but Unclassified Information, each contractor (including subcontractor) employee who requires access to SBU information shall complete, sign and submit to Personnel Security – through the CO (or COR, if assigned) — an approved Nondisclosure Agreement prior to being granted access to SBU information under any IRS contract or order.

7. Encryption. All SBU information must be protected at rest, in transit, and in exchanges (i.e., internal and external communications). The contractor (including subcontractor) shall employ encryption methods and tools to ensure the confidentiality, integrity, and availability of SBU information.

8. Incident and Situation Reporting. Contractors and subcontractors are required to report a suspected or confirmed breach in any medium or form, including paper, oral, and electronic, as soon as possible and without unreasonable delay. All incidents related to IRS processing, information or information systems shall be reported within one (1) hour to the CO (GPO, Traci Cobb at tcobb@gpo.gov) and COR (Erika Bryant at Erika.J.Bryant@irs.gov).

In addition, if the SBU information is or involves returns or return information or threatens the safety or security of personnel or information systems, the contractor shall report the incident/situation to the Treasury Inspector General for Tax Administration (TIGTA) hotline at (800) 366-4484.

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

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

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

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

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

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

11. Subcontractors. Subcontractors of the contractor are held to the same provisions, investigative requirements, and standards of conduct for handling and protecting SBU information as employees of the prime contractor.

**IR1052.239-9008 INFORMATION SYSTEMS AND INFORMATION SECURITY CONTROLS FOR CONTRACTING ACTIONS SUBJECT TO INTERNAL REVENUE MANUAL (IRM) 10.8.1 (MAY 2018)**

In performance of this contract, the contractor agrees to comply with the following requirements and assumes responsibility for compliance by its employees and subcontractors (and their employees):

(a) General. The contractor shall ensure IRS information and information systems are protected at all times. The contractor shall develop, implement, and maintain effective controls and methodologies in its business processes, physical environments, and human capital or personnel practices that meet or otherwise adhere to the security controls, requirements, and objectives described in applicable security control guidelines, and their respective contracts.

(b) IRM 10.8.1 Applicability. This contract action is subject to Internal Revenue Manual (IRM) Part 10.8.1– Information Technology (IT) Security, Policy and Guidance. The contractor shall adhere to the general guidance and specific security control standards or requirements contained in IRM 10.8.1. While the IRM 10.8.1 shall apply to the requirements to access systems, IRS Publication 4812, Contractor Security Controls, shall also govern. It will address the requirements related to physical and personnel security that must continue to be maintained at contractor sites.

(c) Based on Title III of the E-Government Act of 2002 (Public Law 107-347), also known as the Federal Information Security Management Act of 2002 (FISMA), and standards and guidelines developed by the National Institute of Standards and Technology (NIST), IRM 10.8.1 provides overall IT security control

guidance for the IRS, and uniform policies and guidance to be used by each office, or business, operating, and functional unit within the IRS that uses IRS information systems to accomplish the IRS mission.

(d) Contractor Security Representative. The contractor shall assign and identify, in its offer, a Contractor Security Representative (CSR) and alternate CSR to all contracts requiring access to IRS information, information technology and systems, facilities, and/or assets. The CSR is the contractor's primary point for the Government on all security-related matters and the person responsible for ensuring the security of information and information systems in accordance with the terms and conditions of the contract and all applicable security controls. If required by the Contracting Officer's Representative, the contractor will be required to input data into a system, to be defined by the IRS, to describe the security controls being used to protect information.

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

#### **IR1052.239-9009 INFORMATION SYSTEMS AND INFORMATION SECURITY CONTROLS FOR CONTRACTING ACTIONS SUBJECT TO IRS PUBLICATION 4812 (MAY 2018)**

In performance of this contract, the contractor agrees to comply with the following requirements and assumes responsibility for compliance by its employees and subcontractors (and their employees):

(a) General. The contractor shall ensure IRS information and information systems (those of the IRS and/or the contractor, as appropriate) are protected at all times. In order to do so, the contractor shall develop, implement, and maintain effective controls and methodologies in its business processes, physical environments, and human capital or personnel practices that meet or otherwise adhere to the security controls, requirements, and objectives described in applicable security control guidelines, and their respective contracts.

(b) The contractor will be required to input data into a system, to be defined by the IRS, to describe the security controls being used to protect information. Publication (PUB) 4812 Applicability. This contracting action is subject to Publication 4812 – Contractor Security Controls. PUB 4812 is available at: <https://www.irs.gov/about-irs/procurement/publication-4812-contractor-security-controls>

The contractor shall adhere to the general guidance and specific security control standards or requirements contained in PUB 4812. By inclusion of this clause in the contract, PUB 4812 is incorporated into the contract and has the same force and effect as if included in the main body of the immediate contract.

Flowing down from Title III of the E-Government Act of 2002 (Public Law 107- 347), also known as the Federal Information Security Management Act of 2002 (FISMA), and standards and guidelines developed by the National Institute of Standards and Technology (NIST), PUB 4812 identifies basic technical, operational, and management (TOM) security controls and standards required of under contracts for services in which contractor (or subcontractor) employees will either—

Have access to, develop, operate, or maintain IRS information or information systems on behalf of the IRS (or provide related services) outside of IRS facilities or the direct control of the Service, and/or

Have access to, compile, process, or store IRS SBU information on their own information systems/Information Technology (IT) assets or that of a subcontractor or third-party Service Provider, or

when using their own information systems (or that of others) and on IT, or Electronic Information and Technology (EIT) (as defined in FAR Part 2) other than that owned or controlled by the IRS.

Unless the manual specifies otherwise, the IRS-specific requirements in PUB 4812 meet the standard for NIST Special Publication (SP) 800-53 – Federal Information Systems and Organizations (Revision 3 (AUG 2009)) (\*Errata as of May 1, 2010\*), and the security controls, requirements, and standards described therein are to be used in lieu of the common, at-large security control standards enumerated in NIST SP 800-53 (Rev. 3).

PUB 4812 also describes the framework and general processes for conducting contractor security reviews – performed by IT Cybersecurity—to monitor compliance and assess the effectiveness of security controls applicable to any given contracting action subject to PUB 4812. Upon completion of any IT Cybersecurity review, the contractor must submit a plan within fifteen (15) work days after notification of the results of the review to the CO, with a copy to the COR and IT Cybersecurity, that addresses the correction and mitigation of all identified weaknesses, to include a timeline for completion.

(c) Contractor Security Representative. The contractor shall assign and identify, upon award, a Contractor Security Representative (CSR) and alternate CSR to all contracts requiring access to Treasury/bureau information, information technology and systems, facilities, and/or assets. The CSR is the contractor’s primary point for the Government on all security-related matters and the person responsible for ensuring the security of information and information systems in accordance with the terms and conditions of the contract and all applicable security controls.

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

#### **IR1052.239-9010 – INFORMATION SYSTEM AND INFORMATION SECURITY CONTROL STANDARDS AND GUIDELINES APPLICABILITY (MAY 2018)**

As part of its information security program, IRS identifies security controls for the organization’s information and information systems in the following two key standards and guiding documents:

- o Internal Revenue Manual (IRM) 10.8.1 – Information Technology (IT) Security, Policy and Guidance, and
- o Publication 4812 – Contractor Security Controls dated 12/2017.

While IRM 10.8.1 and PUB 4812 are both based on NIST SP 800-53 (Rev. 4), they apply to different operating environments—internal and external to the organization, respectively.

The contractor, by signing its offer, hereby asserts to the best of its knowledge and belief that the security control guideline(s) most suitable and applicable to the immediate contracting action, with due consideration to its proposed approach (and work environment) for fulfilling the Government’s requirements and standards for applicability described herein, is as follows (check only one block):

- IRM 10.8.1 only    PUB 4812 only    Both IRM 10.8.1 and PUB 4812

Unless the Contracting Officer (CO) determines, in consultation with Cybersecurity, that a different (or a second) security control standard or guideline is warranted, the security level selected/applied for by the

contractor under IR1052.239-9016 shall stand. In the event the Government determines a different (or second) security control standard or guideline is warranted, the CO shall advise the contractor, in writing, of the Government determination, and reflect the correct/appropriate security control standard or guideline in the ensuing contract.

a. If PUB 4812 is selected (alone or in combination with IRM 10.8.1) as the most suitable security control guideline, the contractor must identify, as part of its proposal submissions (or its submissions under any modification to an existing contract incorporating this clause), the most suitable security control level within the following hierarchy of security control levels (from lowest or highest):

- Core (C) Security Controls (Abbreviated “C”)
- Core (C) plus value greater than Simplified Acquisition Threshold (SAT) (Abbreviated “CSAT”)
- Core (C) plus Networked Information Technology Infrastructure (NET) (Abbreviated “CNET”)
- Core (C) plus Software Application Development/Maintenance (SOFT) (Abbreviated “CSOFT”)

(See PUB 4812, Appendix C for guidance in selecting the security control level most suitable and appropriate to the immediate contracting action. If additional guidance is needed in selecting the security control level, contact the CO.)

b. The contractor, by signing its offer, hereby asserts to the best of its knowledge and belief that the security control level under PUB 4812 most suitable and applicable to the immediate contracting action, with due consideration to its proposed approach (and work environment) and standards for applicability described herein, is as follows (check only one):

C                       CSAT                       CNET                       CSOFT

c. Unless the CO determines, in consultation with Cybersecurity, that a different (higher or lower) security control level is warranted for contracts subject to PUB 4812, the security level selected/applied for by the contractor will govern throughout the life of the contract. In the event the Government determines a different (higher or lower) security level is warranted, the CO will advise the contractor, in writing, of the Government determination. At the end of the contract, for all security levels, the contractor must provide a plan and document the implementation of this plan to ensure that all hard copy and electronic data is returned to the IRS, sanitized, or destroyed.

d. Failure by the contractor to check any block will result in the use of both guidelines (and for the PUB 4812 portion, use of the most stringent security control level (CSOFT)) until and unless the CO, in consultation with IT Cybersecurity, determines otherwise.

e. If required by the Contracting Officer’s Representative (COR), the contractor will be required to input data into a system, to be defined by the IRS, to describe the security controls being used to protect information.

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

**PRIVACY ACT**

(a) The contractor agrees:

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

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

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

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

(c) Contractors will ensure that before gaining access to any sensitive but unclassified data (SBU) all employees review Privacy Awareness Training, made available by the IRS' Office of Privacy.

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

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

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

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

**CRIMINAL SANCTIONS:** It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1) which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of an agency, who by virtue of his/her employment of official position, has possession of or access to agency records which contain individually identifiable information, the

disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$10,000.00.

**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.

(c) 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 ordering agency, 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 of the Washington GPO Office, 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 prevent additional unauthorized inspections or disclosures (see IRC section 6103(p)(4) and (p)(7)).

**SENSITIVE BUT UNCLASSIFIED 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 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.

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 Erika Bryant (Erika.J.Bryant@irs.gov) or Sylvia Greene (Sylvia.j.greene@irs.gov) 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.

**Exhibit #2 (9 pages)**

**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.

- 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 not conducted at an approved credentialing location 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.

In addition to the forms listed above, the contractor must complete the below notice and consent that will be provided as a separate document after award.

**IR1052.209-9002 NOTICE AND CONSENT TO DISCLOSE AND USE OF TAXPAYER RETURN INFORMATION (MAY 2018)**

(a) Definitions. As used in this provision—

"Authorized representative(s) of the offeror" means the person(s) identified to the Internal Revenue Service (IRS) within the consent to disclose by the offeror as authorized to represent the offeror in disclosure matters pertaining to the offer.

"Delinquent Federal tax liability" means any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not

being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

“Tax check” means an IRS process that accesses and uses taxpayer return information to support the Government’s determination of an offeror’s eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (see FAR 9.104-5(b)).

(b) Notice. Pursuant to 26 USC 6103(a) - taxpayer return information, with few exceptions, is confidential. Under the authority of 26 U.S.C. 6103(h)(1), officers and employees of the Department of the Treasury, including the IRS, may have access to taxpayer return information as necessary for purposes of tax administration. The Department of the Treasury has determined that an IRS contractor’s compliance with the tax laws is a tax administration matter and that the access to and use of taxpayer return information is needed for determining an offeror’s eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (see FAR9.104-5).

(1) The performance of a tax check is one means that will be used for determining an offeror’s eligibility to receive an award in response to this solicitation (see FAR 9.104). As a result, the offeror may want to take steps to confirm it does not have a delinquent Federal tax liability prior to submission of its response to this solicitation. If the offeror recently settled a delinquent Federal tax liability, the offeror may want to take steps to obtain information in order to demonstrate the offeror’s responsibility to the contracting officer (see FAR 9.104-5).

(c) The offeror shall execute the consent to disclosure provided in paragraph (d) of this provision and include it with the submission of its offer. The consent to disclosure shall be signed by an authorized person as required and defined in 26 U.S.C. 6103(c) and 26 CFR301.6103(c)-1(e)(4).

(d) Consent to disclosure. I hereby consent to the disclosure of taxpayer return information (as defined in 26 U.S.C. 6103(b)(2)) as follows:

\_\_\_\_\_ [OFFEROR NAME]

The Department of the Treasury, Internal Revenue Service, may disclose the results of the tax check conducted in connection with the offeror’s response to this solicitation, including taxpayer return information as necessary to resolve any matters pertaining to the results of the tax check, to the authorized representatives of on this offer:

\_\_\_\_\_ [OFFEROR NAME]

I am aware that in the absence of this authorization, the taxpayer return information of \_\_\_\_\_ is confidential and may not be disclosed, which subsequently may remove the offer from eligibility to receive an award under this solicitation.

\_\_\_\_\_  
[PERSON(S) NAME AND CONTACT INFORMATION]

I consent to disclosure of taxpayer return information to the following person(s):

---

I certify that I have the authority to execute this consent on behalf of: \_\_\_\_\_ [OFFEROR NAME]

Offeror Taxpayer Identification Number: \_\_\_\_\_

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

Name of Individual Executing Consent: \_\_\_\_\_

Title of Individual Executing Consent: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

See below personnel security and training information:

**IR1052.204-9000 SUBMISSION of SECURITY FORMS and RELATED MATERIALS (MAY 2018)**

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/agreement must undergo security investigative processing appropriate to the position sensitivity and risk level designation associated to determine whether the Contractor (including subcontractor) personnel should be permitted to work in the identified position. The Contracting Officer's Representative (COR) (in the absence of the COR, the Contracting Officer (CO)) shall work with the contractor to ensure that contractor (or subcontractor) employee is granted staff-like access to Sensitive but Unclassified (SBU) information, IRS/contractor (including subcontractor) facilities, information system/asset that process/store SBU information without the required investigation.

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

a. Contractor (including subcontractor) personnel performing under an agreement that authorizes staff-like access to and in IRS/contractor (including subcontractor) facilities, and access to SBU 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 (for initial eligibility, as well as periodic checks for continued compliance while actively working on IRS contracts);
- (2) Selective Service registration compliance;
- (3) U.S. citizenship/lawful permanent residency compliance;
- (4) Background investigation forms;
- (5) Credit history;
- (6) Federal Bureau of Investigation fingerprint results; and
- (7) Prior federal government background investigations.

In this regard, Contractor shall furnish the following electronic documents to the Contractor Security Management (CSM) at CSM@irs.gov within 10 business days (or shorter period) of assigning (or reassigning) an employee to this contract/order/agreement and prior to the contractor (including

subcontractor) employee performing any work or being granted staff-like access to IRS SBU or IRS/contractor (including subcontractor) facilities, information systems/assets that process/store SBU information thereunder:

- IRS provided Risk Assessment Checklist (RAC) Form 14606;
- Non-Disclosure Agreement (if contract terms grant SBU access); and,
- Any additional required security forms, which will be made available through CSM and the COR.

b. Tax Compliance, Credit Checks and Fingerprinting:

1. Contractors (including subcontractors) whose duration of employment exceeds 180 days must meet the eligibility/suitability requirements for access and shall undergo a background investigation based on the assigned position risk designation as a condition of work under the Government contract/order/agreement.

2. If the duration of employment is less than 180 days or access is infrequent (i.e. 2 -3 days per month), and the contractor requires unescorted access, the contractor (including subcontractor) employee must meet the eligibility requirements for access in IRM 10.23.2.9, as well as a FBI Fingerprint result screening.

3. For contractor (including subcontractor) employees not requiring access to IT systems, a background investigation is not needed and will not be requested if a qualified escort, defined as an IRS employee or as a contractor who has been granted staff-like access, escorts a contractor meeting the conditions of number b.2 above at all times while the escorted contractor accesses IRS facilities and equipment.

The contractor (including subcontractor) employee will be permitted to perform under the contract/order/agreement and have access to IRS facilities only upon notice of an interim or final approval, as defined in IRM 10.23.2 – Contractor Investigations, and is otherwise consistent with IRS security practices and related IRMs, to include, but not limited to, IRM 1.4.6 – Managers Security Handbook, IRM10.2.14 – Methods of Providing Protection, and IRM 10.8.1 - Policy and Guidance.

The Associate Director, Personnel Security prior to completion of the full investigation, will grant interim staff-like access approval as follows:

a. Individuals who possess a current active U.S. Government security clearance for access to classified information may be granted interim staff-like access for positions after 1) the clearance is verified through the Joint Personnel Adjudication System (JPAS), and 2) after favorable adjudication of pre-screening eligibility/suitability checks. Individuals with Top Secret clearance may be granted interim staff-like access approval to occupy positions designated at any risk level. Individuals with Secret or Confidential clearances may be granted interim staff-like access approval to occupy positions designated Moderate or Low Risk.

b. Individuals not possessing a current or active U.S. Government security clearance for access to classified information or not possessing a prior Government personnel security investigation that meets the scope and criteria required for their position may be granted interim staff-like access approval upon receipt of all required contractor security forms, and favorable adjudication of pre- screening eligibility/suitability checks.

As prescribed in IRM 10.23.2, escorting in lieu of staff-like access for IT systems and access to SBU data (escorted or unescorted) will not be allowed.

## **IR1052.204-9001 NOTIFICATION OF CHANGE IN CONTRACTOR PERSONNEL EMPLOYMENT STATUS, ASSIGNMENT, OR STANDING (MAY 2018)**

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

- Receipt of the employee's notice of intent to separate from employment or discontinue work under this contract/order;
- Knowledge of the employee's voluntary separation from employment or performance on this contract/order (if no prior notice was given);
- Transfer or reassignment of the employee and performance of duties under this contract/order, in whole or in part, to another contract/order (and if possible, identify the gaining contract/order and representative duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation);
- Denial of or Revocation of Access (RAC) as determined by the IRS
- Separation, furlough or release from employment;
- Anticipated extended absence of more than 45 days;
- Change of legal name;
- Change to citizenship or lawful permanent resident status, or employment eligibility;
- Change in gender or other distinction when physical attributes figure prominently in the biography of an individual;
- Actual or perceived conflict of interest in continued performance under this contract/order (provide explanation); or
- Death.

When required by the COR, the contractor may be required to provide the information required by this clause to the IRS using the RAC or security documents as identified by CSM.

The notice shall include the following minimum information:

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

In the event the subject contractor (including subcontractor) employee is working on multiple contracts, orders, or agreements, notification shall be combined, and the cognizant COR for each affected contract or order (using the Contractor Separation Checklist (Form 14604 (Rev. 4-2015)) shall be included in the joint notification along with the CSM. These documents (the RAC and security forms) are also available by email request to CSM.

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

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

### **IR1052.204-9002 IRS SPECIALIZED INFORMATION TECHNOLOGY (IT) SECURITY TRAINING (ROLE-BASED) REQUIREMENTS (MAY 2018)**

a) Consistent with the E-Government Act of 2002, Title III, Federal Information Security Management Act of 2002 (FISMA), Public Law 107-347, specialized information technology (IT) security training (role-based) shall be completed annually by contractor and subcontractor employees who have a significant IT security role or responsibility.

b) Identifying Candidates with a Significant Role or Responsibility for Information/IT Security. (Special Note: No contractor or subcontractor employee requiring access to a facility, information system or asset whether owned by the IRS or contractor/subcontractor that process or store IRSSBU information will be granted access without receiving interim or final access approval from personnel security prior to being able to perform under an IRS contract, order or agreement. Escort procedures shall not be utilized if contractor or subcontractor employees require access to facilities, information systems or assets that process or store IRS SBU information without first receiving a waiver from personnel security.)

(1) Internal Revenue Manual 10.8.1.4.2.2 requires prospective contractor employees to complete specialized role-based training prior to beginning duties related to their specialized IT security role(s) under the contract, order or agreement.

(2) Within 10 calendar days of contract award, establishment of an agreement, or order issuance, the Contractor shall submit to the Contracting Officer's Representative (COR) a list of contractor (including subcontractor) employees who will have a significant role or responsibility for information/IT security in the performance of the contract, will identify the specific IT security role the employee will perform under the contract, order, agreement, and will indicate whether such employee(s) has/have completed role-based training, as well as the source and title/subject of the training.

(3) In collaboration with the Enterprise FISMA Services (EFS) Group in IT Cybersecurity, Security Risk Management, and Facilities Management and Security Services (FMSS), and Contractor Security Management (CSM), the COR will review the list and confirm that the employee(s) will serve in roles that entail significant responsibility for information/IT security and will determine that the received training is adequate. The COR will inform the Contractor of the determinations. Indicators of who should complete specialized role-based training annually include but are not limited to—

- Percentage of duties devoted to information/IT security. Typically, those with 50% of their work related to FISMA duties.

- Characteristics. Those privileged network user accounts that allow individual full system permissions to the resources within their authority or to delegate that authority.

- Catalog of Roles. Those serving in roles identified in the "Required Training Hours for IRS Roles" document maintained at the IT, Cybersecurity, Security Risk Management intranet site for Specialized IT Security Training.

(c) Modified Contracts: When existing contracts are modified to include this clause and it is determined that Contractor employees performing IT Security roles and responsibilities and have not been provided the training, the Contractor will be required to provide training to the employee(s) to be completed within 45 calendar days of the determination.

(d) New/Replacement Employees: The Contractor will provide role-based training to new or replaced employees who will have a significant IT security role or responsibility under the contract prior to performance under the contract and will adhere to all other requirements set forth within this clause.

(e) Annual Requirements: Thereafter, on an annual basis within a FISMA calendar year cycle beginning July 1st of each year, a contractor employee performing under this contract in the role identified herein is required to complete specialized IT security, role-based training by June 1st of the following year and report the training to the COR.

(f) Training Certificate/Notice: The contractor shall submit confirmation of annually completed specialized IT security training (role-based) using the Government system identified by FMSS, Identity, Credential and Access Management (ICAM), CSM for each employee identified, with a copy to the Contracting Officer and COR, upon completion of the training.

(g) Administrative Remedies: A contractor who fails to provide specialized IT security training (role-based) requirements, within the timeframe specified, may lose its access privileges.

### **IR1052.224-9001 MANDATORY IRS INFORMATION PROTECTION AND SECURITY AWARENESS TRAINING REQUIREMENTS (MAY 2018)**

The Federal Information Security Management Act of 2002 (FISMA) requires each federal agency to provide periodic information security awareness training to all employees (including contractor and subcontractor) involved in the management, use, or operation of Federal information and information systems. In addition, contractors (including subcontractor) and their employees are subject to the Taxpayer Browsing Protection Act of 1997, which prohibits willful unauthorized inspection of returns and return information. Violation of the Act could result in civil and criminal penalties.

(a) The contractor must ensure all contractor (including subcontractor) personnel complete one or more Information Protection briefings on computer security, disclosure, privacy, physical security, and/or unauthorized access to taxpayer accounts (UNAX), as specified by Contractor Security Management (CSM). CSM can be reached at [awss.csm.training@irs.gov](mailto:awss.csm.training@irs.gov). Individually and collectively, these briefings make up the IRS Security Awareness Training (SAT) requirements for the Service's information assets. Exception: Contractor personnel (including subcontractors) performing under IRS contracts with Nonprofit Agencies Employing People Who Are Blind or Severely Disabled (as described in FAR Subpart 8.7) are exempted from the aforementioned SAT requirements, unless the contractor requests SAT, or there is a compelling justification for requiring the training that is approved by the Contracting Officer (CO), in consultation with CSM. An example of this would be in an instance where a visually impaired employee is assigned to perform systems development and has potential staff-like access to IRS information.

#### (i) Security Orientation

All new contractor personnel must attend a system security orientation within the first 10 business days following initial assignment to any IRS contract, order, or agreement, and any additional IT SAT (commensurate with the individual's duties and responsibilities) within five business days of being granted access to an IRS, contractor, or subcontractor facility or system that processes IRS sensitive but unclassified (SBU) information. The Security Orientation will also be attended by new contractor personnel, including:

- Subcontractor personnel, who are authorized under contract to access IRS SBU information, IT systems, data; and
- Subcontractor personnel, who are authorized under contract to handle or access IRS SBU, contractor managed IT systems or IT assets used for performing IRS work, regardless of where work is performed.

#### (ii) Access to SBU Information and IT Systems SAT



Contractor personnel, including subcontractor personnel, required to complete SAT include, but are not necessarily limited to, those involved in any of the following activities:

- Manage, program or maintain IRS information in a production environment;
- Manage, program, or maintain IRS information in a development environment, either IRS owned or contractor owned/managed;
- Perform systems administration for either IRS systems or contractor managed resources, regardless of where IRS work is being performed;
- Operate an information system on behalf of the IRS on IRS systems or contractor (including subcontractor) managed systems;
- Conduct testing or development of information or information systems on behalf of the IRS on IRS systems or contractor (including subcontractor) managed systems;
- Provide advisory and assistance (consulting) services, or administrative support; or
- Handling, processing, access to, development, backup or any services to support IRS.

(iii) Service Personnel Security Awareness Training

Contractor personnel providing services in the following categories are required to complete Physical Security & Emergency Preparedness (PSEP) Training:

- Medical
- Cafeteria;
- Landscaping;
- Janitorial and cleaning (daylight operations);
- Building maintenance; or
- Other maintenance and repair.

(iv) Service Personnel Inadvertent SBU Access Training

## **FAR §52.224-3 Privacy Training**

### PRIVACY TRAINING (JAN 2017)

(a) *Definition.* As used in this clause, “personally identifiable information” means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (*See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource*).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

- (1) Have access to a system of records;
- (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or
- (3) Design, develop, maintain, or operate a system of records.

**Exhibit #3 (2 pages)**

**724-274**  
**Conditional Access to Sensitive Information**  
**Non-disclosure Agreement**

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

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, sensitive information is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of the printing of the surveys F14231 and all their correspondence (including variable data). This approval will permit me conditional access to certain information, (taxpayers' personal information) and/or to attend meetings in which such information is discussed or otherwise made available to me.
4. I will never divulge any sensitive information that is provided to me pursuant to this Agreement to anyone unless I have been advised in writing by Internal Revenue Service. Should I desire to make use of any sensitive information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to the Internal Revenue Service for security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on 724-274 to ensure that no Internal Revenue Service sensitive information is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive information not consistent with the terms of this Agreement.
6. Upon signing this non-disclosure agreement, I will be permitted access to official Internal Revenue Service documents containing sensitive information and understand that any copies must be protected in the same manner as the originals. Any notes taken during the course of such access must also be protected in the same manner as the originals.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive information could compromise Internal Revenue Service security.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive information. This may serve as a basis for my being denied conditional access to the Internal Revenue Service information, both classified and sensitive information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the Internal Revenue Service from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on 724-274, and at all times thereafter.

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

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

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 13526 or 13556; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
IRS Contracting Officer's Representative

\_\_\_\_\_  
Date