

PROGRAM:	160-M											
TITLE:	Various IRS Mailers											
AGENCY:	Internal Revenue Service											
TERM:	Date of Award thru March 31, 2023											
			PREVIOUS CONTRACTOR #1		PREVIOUS CONTRACTOR #2		PREVIOUS CONTRACTOR #7		PREVIOUS CONTRACTOR #8			
			FREEDOM GRAPHIC SYSTEMS		NPC, INC.		ADVANTAGE MAILING, LLC		AMSIVE			
		BASIS OF	Milton, WI		Claysburg, PA		Anaheim, CA		Miamisburg, OH			
		AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST		
I.	COMPLETE PRODUCT:											
(a)	<i>One-Leaf Notice . . .</i>											
	per 1,000 notices-----	131,250	24.89	3,266,812.50	18.32	2,404,500.00	34.67	4,550,437.50	41.33	5,424,562.50		
(b)	<i>Two-Leaf Notice . . .</i>											
	per 1,000 notices-----	56,250	62.09	3,492,562.50	49.01	2,756,812.50	89.00	5,006,250.00	67.00	3,768,750.00		
II.	PAPER: (per 1,000 leaves)											
(a)	<i>Notice -</i>											
	White Uncoated Text (50 or 60-lb.) or											
	White Writing (20-lb.)-----	243,750	4.60	1,121,250.00	3.92	955,500.00	5.00	1,218,750.00	5.81	1,416,187.50		
(b)	<i>Carrier Sheet/Mail-out Envelope -</i>											
	White Writing (20-lb.) or											
	White Writing Envelope (20 or 24-lb.) or											
	White Uncoated Text (50 or 60-lb.)-----	187,500	5.40	1,012,500.00	14.28	2,677,500.00	13.50	2,531,250.00	8.38	1,571,250.00		
III.	ADDITIONAL OPERATIONS:											
(a)	Search and removal of specified records,											
	including before-and-after count and											
	encrypted file of suppressed records . . .											
	per 1,000 records-----	9,500	2.00	19,000.00	0.25	2,375.00	NC	0.00	2.00	19,000.00		
(b)	Search, identify, and suppress records											
	containing missing element fields,											
	including file of suppressed records . . .											
	per 1,000 records-----	9,500	3.00	28,500.00	0.25	2,375.00	NC	0.00	5.00	47,500.00		
	CONTRACTOR SUBTOTAL			8,940,625.00		8,799,062.50		13,306,687.50		12,247,250.00		
	CONTRACTOR PAPER TOTAL			2,133,750.00		3,633,000.00		3,750,000.00		2,987,437.50		
	SUBTOTAL LESS PAPER			6,806,875.00		5,166,062.50		9,556,687.50		9,259,812.50		
	ACCELERATED SCHEDULE	10.00%		680,687.50		516,606.25		955,668.75		925,981.25		
	PERCENTAGE INCREASE		168.00%	1,143,555.00	15.00%	77,490.94	25.00%	238,917.19	25.00%	231,495.31		
	SUBTOTAL PLUS PERCENTAGE INCREASE			10,084,180.00		8,876,553.44		13,545,604.69		12,478,745.31		
	DISCOUNT		0.50%	50,420.90	0.25%	22,191.38	0.50%	67,728.02	0.00%	0.00		
	DISCOUNTED TOTAL			10,033,759.10		8,854,362.06		13,477,876.67		12,478,745.31		

U.S. GOVERNMENT PUBLISHING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Various IRS Mailers

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

Internal Revenue Service
(IRS)

Multiple Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending March 31, 2023, plus up to two (2) optional 12-month extension periods that may be added in accordance with the “OPTION TO EXTEND THE TERM OF THE CONTRACT” clause in SECTION 1 of this contract.

BID OPENING: Bids shall be opened at 11:00 a.m., prevailing Washington, DC time, on March 25, 2022, at the Government Publishing Office, Washington, DC. (Due to the COVID-19 pandemic, this will not be a public bid opening.)

BID SUBMISSION: Due to the COVID-19 pandemic, the Government Publishing Office’s physical office, Washington, DC, will not be open to the public. Based on this, bidders must submit email bids for this solicitation to: bidsapdc@gpo.gov. No other method of bid submission will be accepted at this time. The program number and bid opening date must be specified in the subject line of the emailed bid submission. *Bids received after 11:00 a.m. on the bid opening date specified above will not be considered for certification.*

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

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

For information of a technical nature before award, contact Linda Giacomo at: lgiacomo@gpo.gov or (202) 512-0307.

For contract administration after award, contact Stacy Bindernagel at: sbindernagel@gpo.gov or (202) 512-0307.

SECTION 1. – GENERAL TERMS AND CONDITIONS

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

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

GPO QATAP (GPO Publication 310.1) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/qatap-rev-09-19.pdf>

SUBCONTRACTING: The predominant production functions are the printing and imaging of the notices, imaging of carrier sheet/mail-out envelopes (if applicable), inserting into carrier sheets/mail-out envelopes (as applicable), and disposal of waste materials. Any bidder that cannot perform the predominant production functions will be declared non-responsible.

DEFINITIONS: For the purpose of this contract, the Contracting Officer’s Representative (COR) or Contracting Officer’s Technical Representative (COTR) is the IRS representative and will be identified after award. The terms “vendor” and “contractor” are used interchangeably throughout this contract. Additionally, the terms “business days” and “workdays” are used interchangeably throughout this contract.

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

Product Quality Levels:

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

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

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

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

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	O.K. Proofs/ Average Type Dimension/ Electronic Media/

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed three (3) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “EXTENSION OF CONTRACT TERM” clause. See also “ECONOMIC PRICE ADJUSTMENT” for authorized pricing adjustment(s).

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

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

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award to March 31, 2023, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

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

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending December 31, 2021 called the base index. The percentage increase or decrease against the total price of variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

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

PAPER PRICE ADJUSTMENT: Paper prices charged under this contract will be adjusted in accordance with “Table 9 – Producer Price Indexes and Percent Changes for Commodity Groupings and Individual Items” in Producer Price Indexes report, published by the Bureau of Labor Statistics (BLS), as follows:

1. BLS code 0913-01 for *Offset and Text* will apply to all paper required under this contract.
2. The applicable index figures for the month of March 2022 will establish the base index.
3. There will be no price adjustment for the first three (3) production months of the contract.
4. Price adjustments may be monthly thereafter, but only if the index varies by an amount (plus or minus) exceeding 5% by comparing the base index to the index for that month which is two months prior to the month being considered for adjustment.
5. Beginning with order placement in the fourth month, index variances will be calculated in accordance with the following formula:

$$\frac{X - \text{base index}}{\text{base index}} \times 100 = \text{ ______ } \%$$

where X = the index for that month which is two months prior to the month being considered for adjustment.

6. The contract adjustment amount, if any, will be the percentage calculated in 5 above less 5%.
7. Adjustments under this clause will be applied to the contractor's bid price(s) for line items under II. PAPER in the "SCHEDULE OF PRICES" and will be effective on the first day of any month for which prices are to be adjusted.

The Contracting Officer will give written notice to the contractor of any adjustments to be applied to invoices for orders placed during months affected by this clause.

In no event, however, will any price adjustment be made which would exceed the maximum permissible under any law in effect at the time of the adjustment. The adjustment, if any, shall not be based upon the actual change in cost to the contractor, but shall be computed as provided above.

The contractor warrants that the paper prices set forth in this contract do not include any allowance for any contingency to cover anticipated increased costs of paper to the extent such increases are covered by this price adjustment clause.

PRIVACY AND SECURITY REQUIREMENTS: Protection of Confidential Information

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

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

- (h) For contractor/subcontractor, at least one supervisory employee must be permanently assigned to the secured areas to always visually observe the printing, imaging, binding, construction, inserting, storing, shipping, and destruction of any spoiled materials.

IR1052.224-9000 Safeguards Against Unauthorized Disclosure of Sensitive but Unclassified Information (JUN 2021)

1. Treasury Directive Publication 15-71 (TD P 15-71), Chapter III – Information Security, Section 24 – Sensitive But Unclassified Information defines SBU information as ‘any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (USC) (the Privacy Act) but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy.’ SBU may be categorized in one or more of the following groups —
 - Federal Tax Information (FTI), including any information on or related to a tax return
 - Returns and Return Information
 - Sensitive Law Enforcement Information
 - Employee and Personnel Information
 - Personally Identifiable Information (PII)
 - Information Collected or Created from Surveys
 - Other Protected Information
2. Confidentiality requirements for tax returns and return information (FTI) 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). This contract is covered by IRC 6103(n) and the related regulation - 26 CFR §301.6103(n)-1.
3. Contractors who perform work at contractor (including subcontractor) managed sites using contractor or subcontractor managed IT resources shall adhere to the general guidance and specific privacy and security control requirements contained in the most recent version of Publication 4812, Contractor Security & Privacy Controls, IRM 10.23.2 - Personnel Security, Contractor Investigations, IRM 10.5.1 Privacy Policy, and IRM 10.8.1 - Information Technology (IT) Security, Policy and Guidance. Publication 4812 and IRM 10.5.1, 10.8.1 and 10.23.2 provide comprehensive lists of all security, privacy, information protection and disclosure controls and guidance.
4. Eligibility, Fitness and Suitability. Contractor (including subcontractor) personnel hired for work within the United States or its territories and possessions and who require staff-like access, wherever the location, to IRS-owned or controlled facilities or work on contracts that involve the design, operation, repair, or maintenance of information systems, and/or require staff-like access to SBU information, must meet the eligibility requirements under IRM 10.23.2, Personnel Security, Contractor Investigations, and shall be subject to security screening and investigative processing, commensurate with the position sensitivity level, and in accordance with IRM 10.23.2, and TD P 15-71. Contractor (including subcontractor) personnel must be found both eligible and suitable, and approved for staff-like access (interim or final) by IRS Personnel Security prior to starting work on the contract/order, and before being granted access to IRS information systems or SBU information.

5. General Conditions for Allowed Disclosure. Any SBU information, in any format, made available to or created by the contractor (including subcontractor) personnel shall be treated as confidential information and shall be used only for the purposes of carrying out the requirements of this contract. Inspection by or disclosure to anyone other than duly authorized officer or personnel of the contractor (including subcontractor) shall require prior written approval of the IRS. Requests to make such inspections or disclosures shall be addressed to the Contracting Officer (CO).
6. Nondisclosure Agreement. Consistent with TD P 15-71, Chapter II, Section 2, and IRM 10.23.2.15 - Nondisclosure Agreement for Sensitive but Unclassified Information, each contractor (including subcontractor) personnel who requires staff-like access to SBU information shall complete, sign and submit to Personnel Security – through the CO (or COR, if assigned) — an approved Nondisclosure Agreement prior to being granted staff-like access to SBU information under any IRS contract or order.
7. Training. All contractor/subcontractor personnel assigned to this contract with staff-like access to SBU information must complete IRS-provided privacy and security awareness training, including the Privacy, Information Protection, and Disclosure training, as outlined in IR1052.224-9001 Mandatory IRS Security Training for Information Systems, Information Protection and Facilities Physical Access.
8. Encryption. All SBU information must be protected at rest, in transit, and in exchanges (i.e., internal and external communications). The contractor (including subcontractor) shall employ encryption methods and tools to ensure the confidentiality, integrity, and availability of SBU information.
9. Particularly relevant to this clause are the updated sections to IRM 10.8.1 and Publication 4812 regarding email and text messages, alternative work sites, and incident management:
 - For email and text messaging, the contractor/subcontractor shall abide by IRM 10.8.1.4.17.2.2 “Electronic Mail (Email) Security”, IRM 10.5.1.6.8 “Email” plus all subsections, and IRM 10.8.2.2.1.18 “Contractor”; or Publication 4812 section 29.3.1 “Email Security”. Included are requirements on encryption, subject line content, and restrictions on personal email accounts.
 - For alternate work sites the contractor/subcontractor shall abide by IRM 10.8.1.4.11.16 “PE-17 Alternate Work Site” or Publication 4812 section 21.16 “PE-17 Alternate Work Site”. Included are requirements for incident reporting, encryption, and secure access.
10. Incident and Situation Reporting. Contractors and subcontractors are required to report a suspected or confirmed breach in any medium or form, electronically, verbally or in hardcopy form immediately upon discovery. All incidents related to IRS processing, information or information systems shall be reported immediately upon discovery to the CO, COR, and CSIRC. Contact the CSIRC through any of the following methods:

CSIRC Contact Information: Telephone: (240) 613-3606; email: csirc@irs.gov

In addition, if the SBU information is or involves a loss or theft of an IRS IT asset, e.g., computer, laptop, router, printer, removable media (CD/DVD, flash drive, floppy, etc.), or non-IRS IT asset (BYOD device), or a loss or theft of hardcopy records/documents containing SBU data, including PII and tax information, the contractor/subcontractor shall report the incident/situation to the Treasury Inspector General for Tax Administration (TIGTA) hotline at (800) 366-4484.
11. Staff-Like Access to, Processing and Storage of Sensitive but Unclassified (SBU) Information. The contractor (including subcontractor) shall not allow contractor or subcontractor personnel to access, process or store SBU on Information Technology (IT) systems or assets located outside the continental United States and its outlying territories.

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

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

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

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

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

13. Records Management.

A. Applicability

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

B. Definitions

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

The term Federal record:

1. includes IRS records;
2. does not include personal materials;
3. applies to records created, received, or maintained by contractors/subcontractors pursuant to their IRS contract; and
4. may include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor/subcontractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters. 21, 29,31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C.552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, contractor/subcontractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by enough technical documentation to permit understanding and use of the records and data.
4. IRS and its contractors/subcontractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of IRS or destroyed except for in accordance with the provisions of IRM 1.15.5, Relocating/Removing Records, the agency records schedules and with the written concurrence of the CO. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, contractor/subcontractor must immediately notify the appropriate CO. The CO must report the loss using the PII Breach Reporting Form. Privacy, Governmental Liaison and Disclosure (PGLD, Incident Management) will review the PII Breach Reporting Form and alert the Records and Information Management (RIM) Program Office that a suspected records loss has occurred. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor/subcontractor shall immediately notify the appropriate CO immediately upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the 160-M contract. The contractor/subcontractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The contractor/subcontractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to the IRS control or the contractor/subcontractor must hold it until otherwise directed. Items returned to the Government shall be hand-carried, mailed, emailed, or securely electronically transmitted to the CO or address prescribed in the 160-M contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The contractor is required to obtain the approval of the CO prior to engaging in any contractual relationship (subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The contractor (and any subcontractor) is required to abide by Government and IRS guidance for protecting sensitive, proprietary information, and controlled, unclassified information.
7. The contractor/subcontractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with IRS policy.
8. The contractor/subcontractor shall not create or maintain any records containing any non-public IRS information that are not specifically tied to or authorized by the contract.
9. The contractor/subcontractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. IRS owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which IRS shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any contractor/subcontractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All contractor/subcontractor personnel assigned to this contract who create, work with or otherwise handle records are required to take IRS-provided records management training. The contractor/subcontractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flow down of requirements to subcontractors

1. The Contractor shall incorporate the substance of this language, its terms, and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this language will be attributed to the Contractor.
3. Other Safeguards.

(End of clause)

IR1052.224-9001 Mandatory IRS Security Training for Information Systems, Information Protection and Facilities Physical Access (JUN 2021)

The Federal Information Security Modernization Act of 2014 (FISMA) requires each federal agency to provide periodic information security awareness training to all contractors/subcontractors involved in the management, use, or operation of Federal information and information systems. In addition, contractor/subcontractor personnel are subject to the Taxpayer Browsing Protection Act of 1997, which prohibits willful unauthorized inspection of returns and return information and details that any violation of the Act could result in civil and criminal penalties. Contractor/subcontractor personnel are subject to the Privacy Act of 1974 (5 U.S.C. 552a; Pub. L. No. 93-579), December 1974. Contractor/subcontractor personnel are bound by the Records Management by Federal Agencies (44 U.S.C. Chapter 31) regarding the care and retention of Federal records.

1. The contractor must ensure all new contractor/subcontractor personnel complete all assigned briefings which are based on the responses provided on the Risk Assessment Checklist Form 14606. These responses pertain to access to any IRS system, including basic LAN, email and internet; access to any Sensitive but Unclassified (SBU) data; and access to any IRS facility. Since new contractor/subcontractor personnel will not have access to the IRS training system, the COR shall provide softcopy versions of each briefing.
 - i. Exception: Contractor personnel (including subcontractor) performing under IRS contracts with Nonprofit Agencies Employing People Who Are Blind or Severely Disabled (as described in FAR Subpart 8.7) are exempted from the aforementioned briefing requirements, unless the contractor/subcontractor requests access to the training, or there is a compelling justification for requiring the training that is approved by the Contracting Officer (CO). An example of this would be in an instance where visually impaired personnel is assigned to perform systems development and has potential staff-like access to IRS information.
 - ii. Service Personnel: Inadvertent Sensitive Information Access Training contractor/subcontractor personnel performing: (i) janitorial and cleaning services (daylight operations), (ii) building maintenance, or (iii) other maintenance and repair and need staff-like access to IRS facilities are required to complete Inadvertent Access to Sensitive Information (SBU) Access training.
2. In combination these mandatory briefings are known as IRS Security Awareness Training (SAT). The topics covered are: Cybersecurity Awareness, Privacy Information Protection and Disclosure, Unauthorized Access to Taxpayer Data, Records Management, Inadvertent Sensitive Information Access and Insider Threat. The completion of the assigned mandatory briefings constitutes the completion of the Security Orientation.
3. The SAT must be completed by contractor/subcontractor personnel within five (5) business days of successful resolution of the suitability and eligibility for staff-like access as outlined in IR1052.204-9000 Submission of Security Forms and Related Materials and before being granted access to SBU data. The date listed on the memo provided by IRS Personnel Security shall be used as the commencement date.
4. Training completion process:

The contractor must submit confirmation of completed SAT mandatory briefings for each contractor/subcontractor personnel by either:

 - i. Using Form 14616 signed and dated by the individual and authorized contractor management entity and returned to the COR. This option is used for new contractor/subcontractor personnel and any that do not have an IRS network account.
 - ii. Using the IRS training system which is available to all contractors with IRS network accounts.
5. Annual Training. For contracts/orders/agreement exceeding one year in length, either on a multiyear or multiple year basis, the contractor/subcontractor must ensure that personnel complete assigned SAT mandatory briefings annually no later than September 1st of the current calendar year. The contractor must submit confirmation of completed annual SAT on all personnel unable to complete the briefings in the IRS training systems by submitting completed Form 14616 assigned to this contract/order/agreement, via email, to the COR, upon completion.
6. Contractor's failure to comply with IRS privacy and security policy (to include completion and certification of SAT requirements within the timeframe specified) may be subject to suspension, revocation or termination (temporarily or permanently) of staff-like access to IRS IT systems and facilities.

7. Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local privacy and 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.

(End of clause)

IR1052.204-9000 Submission of Security Forms and Related Materials (JUN 2021)

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

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

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

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

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

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

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

- Credit history;
- Federal Bureau of Investigation fingerprint results; and,
- Review of prior Federal Government background investigations.

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

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

Contract Duration:

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

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

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

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

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

(End of clause)

IR1052.204-9001 Notification of Change in Contractor Personnel Employment Status, Assignment, or Standing (JUN 2021)

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

- Receipt of the personnel's notice of intent to separate from employment or discontinue work under this contract/order;
- Knowledge of the personnel's voluntary separation from employment or performance on this contract/order (if no prior notice was given);
- Transfer or reassignment of the personnel and performance of duties under this contract/order, in whole or in part, to another contract/order (and if possible, identify the gaining contract/order and representative duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation);
- Denial of or revocation of staff-like access as determined by IRS Personnel Security; Separation, furlough or release from employment;
- Anticipated extended absence of more than 45 calendar days;
- Change of legal name;
- Change to employment eligibility;
- Change in gender or other distinction when physical attributes figure prominently in the biography of an individual;
- Actual or perceived conflict of interest in continued performance under this contract/order (provide explanation); or
- When required by the COR, the contractor/subcontractor may be required to provide the information required by this clause to the IRS using the Risk Assessment Checklist (RAC) or security documents as identified by Personnel Security. The notice shall include the following minimum information:
 - Name of contractor/subcontractor personnel;
 - Nature of the change in status, assignment or standing (i.e., provide a brief non-personal, broad-based explanation);
 - Affected contract/agreement/order number(s);
 - Actual or anticipated date of departure or separation;
 - When applicable, the name of the IRS facility or facilities this individual routinely works from or has staff-like access to when performing work under this contract/order;
 - When applicable, contractor (including subcontractor) using contractor (or subcontractor) owned systems for work must ensure that their systems are updated to ensure personnel no longer have continued staff-like access to IRS work, either for systems administration or processing functions; and
 - Identification of any Government Furnished Property (GFP), Government Furnished Equipment (GFE), or Government Furnished Information (GFI) (to include Personal Identity Verification (PIV) credentials or badges – also referred to as SmartID Cards) provided to the contractor/subcontractor personnel and its whereabouts or status.

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

Eligibility Requirements Include the Following:

1. Must meet the following U.S. citizenship or residency requirements based on the assigned position risk level:
 - Low Risk - Must be a U.S. citizen or Lawful Permanent Resident (LPR) of the United States.
 - Moderate Risk - Must be a U.S. Citizen or LPR with at least three (3) consecutive years of U.S. residency, from the date of legal entry, as a LPR.
 - High Risk - Must be a U.S. Citizen.

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

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

Suitability Requirements Include the Following:

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

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

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

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

1. Privacy, Information Protection & Disclosure Briefing Mandatory Briefing
2. Records Management Overview
3. Introduction to UNAX Briefing for Contractors
4. Certification of Annual UNAX Awareness Briefing

5. Cybersecurity Awareness Training
6. Contractor Security Awareness Training (SAT) Certification
7. Inadvertent Sensitive Information Access
8. Insider Threat and/or Facilities Physical Security.

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

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

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

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

Any contractor employee who has a significant IT security role or responsibility shall complete specialized IT security (SITS) training pertinent to the role/responsibility. This includes, but is not limited to, any contractor or subcontractor employees with a privileged network user account that allows full system permission to resources within their authority or to delegate that authority. A list of the specialized IT security roles and the number of hours of training required for each role may be obtained by contacting the COR. (Exhibit 5)

Contractor and subcontractor employees newly assigned to a significant IT security role, including at time of contract award, must complete the training prior to commencement of work. Proof of specialized IT training is required within five (5) business days of being granted staff-like access approval by Personnel Security. Thereafter, each contractor and subcontractor employee assigned to the contract/order shall complete Awareness Training annually by May 15th, of the current calendar year.

Existing contracts that have been modified or will be modified to include contractor and subcontractor employees identified as having a specialized IT security role must complete the SITS Training within 45 calendar days of the contract modification designating an employee to a specialized IT security role and annually, by May 15th, thereafter.

Separation of Contractor's Employee From this Contract:

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

The contractor shall email the Form 14604 to Bartholomew.s.truitt@irs.gov and Glenn.R.Pelishek@irs.gov, and the Contracting Officer within one (1) workday of the contractor becoming aware of any change in the employment status, information access requirement, assignment, or standing of a contractor employee under this contract or order.

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

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

Briefings: IRS will conduct a 1-hour privacy awareness briefing by teleconference with the contractor employees, in addition to the required training they must take. IRS will need to conduct multiple sessions at varied times to account for shift work. Contractor must provide a site interpreter for services for hearing-impaired employees and translators for non-English speaking employees. This briefing is required before the subject's work on the contract begins.

Secure Shredding of Damaged Photocopies: Damaged photocopies must be securely shredded to a size that is unreadable to prevent disclosure of SBU information. (See "DISPOSAL OF WASTE MATERIALS.") Chain of custody with material must be documented, and contractor personnel will conform to security requirements.

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

UNIQUE NUMBER: The contractor will be required to produce a unique number for each notice produced on this contract, using their own equipment, so the contractor may retrieve and reproduce records for any unusable package or when packages are pulled as Quality Assurance (QA) Samples. If the unique number contains more than 10 characters, it must NOT begin with 1800, 1866, 1877, 1888, or 1900. The unique number must not appear on any labels.

SPOILED NOTICES: The contractor must replace all spoiled imaged notices. The contractor must provide sufficient detail to fulfill the contract requirements for 100% mailing that there are no missing pieces.

DISPOSAL OF WASTE MATERIALS: The contractor is required to demonstrate how all waste materials used in the production of sensitive records containing SBU data and PII will be definitively destroyed (i.e., burning, pulping, shredding, macerating, or other suitable similar means). Electronic records containing PII must be definitively destroyed in a manner that prevents reconstruction. *Definitively* destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulations. *Sensitive* records are records that are exempted from disclosure by statute, including the Privacy Act or regulation. Contractor required to show proof of disposal.

NOTE: *Disposal of waste materials is a predominant production function and cannot be subcontracted.*

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

As part of the financial determination, the contractor in line for certification 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.

POSTAWARD PRODUCTION PLANS: After award but prior to live production, the contractor shall present, in writing, to the Contracting Officer within two (2) workdays of being notified to do so by the Contracting Officer or his/her representative, detailed plans for each of the following activities. The workday after notification to submit will be the first day of the schedule. If the Government requests additional information after review of plans, the contractor must submit updated plans within one (1) workday of request.

The contractor shall submit the plans as a PDF file to: apsdc@gpo.gov, Glenn.R.Pelishkek@irs.gov, and Andre.J.Jones@irs.gov.

These proposed plans are subject to review and approval by the Government. The Government reserves the right to waive some or all of these plans.

Items to be included in the Production Plans are:

- 1) Processing and sorting master file CD-ROMS, as well as the security of the CD-ROMS and taxpayer information
- 2) Scheduled startup dates for all phases of production at all locations (i.e., multiple facilities)
- 3) How coordination/communication will flow from one production phase to another
- 4) Who will be responsible for each phase
- 5) How will subcontractors be involved and kept informed
- 6) Specific production dates of all subcontractors
- 7) How the product will be staged and/or shipped
- 8) Point of contact(s) for the weekday and weekend for the duration of the contract
- 9) Any other special requirements which are specific to this contract

QUALITY SYSTEMS PLAN: In conjunction with the Postaward Production Plans, the prime contractor shall submit a PDF file of their plans outlining the Quality Systems, as specified below. The plans shall be submitted to: apsdc@gpo.gov, Glenn.R.Pelishkek@irs.gov, and Andre.J.Jones@irs.gov at the IRS and to the Government Publishing Office. The proposed Quality Systems Plans are subject to Government approval.

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

Quality Systems: The prime contractor shall initiate, prior to startup and maintain throughout the term of this contract, a Quality Systems to assure conformance to all requirements of this contract. 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 imaged 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 imaging 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 Systems. This official shall serve as the Government's main point of contact on quality matters during the term of the contract. The name of the official shall be provided in the plan along with 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.

Carrier Sheet/Mail-out Envelope Quality Control Procedures: The prime contractor must establish and administer a quality assurance program which will ensure all carrier sheets and/or mail-out envelopes meet specifications whether they are produced in line or at a subcontractor's site. (See "CONSTRUCTION" for more information.)

Inspection by the Government: The right of the Government to make general or specialized tests and inspections does not relieve the contractor of any responsibility. Quality Systems shall not relieve the contractor of responsibility for meeting all requirements in this contract.

PREPRODUCTION TELECONFERENCE CALL: A preproduction teleconference call will be held within two (2) workdays of certification. The purpose of the conference will be to discuss and review all aspects of the contractor's internal and external operations required to complete this contract. Attending this meeting will be representatives from the Internal Revenue Service and the Government Publishing Office. Additionally, the IRS Cybersecurity Team will be involved with the preproduction conference call.

The estimated time of call will be four (4) hours.

The contractor will conduct this preproduction conference call during which the postaward production plans will be discussed and the Quality Systems Plans will be reviewed in depth.

To establish coordination of all required operations, a representative of all subcontractors involved should also be present as well as representatives from each involved production area for the prime contractor. It is also required that the contractor have the local Postal Service representative in attendance.

QUALITY SYSTEMS AUDIT: In connection with the preproduction conference call (see "PREPRODUCTION TELECONFERENCE CALL"), should the Government elect, a quality systems audit could be conducted. Following the conference call, IRS/GPO may conduct an in-depth audit of all contractor quality control methods, quality systems, and quality plans in a formal review of the previously approved written plan. This audit would require the contractor to plan, in advance, all quality related functions which would be required to complete the contract. Should subcontractors be involved, a complete audit of their quality systems may also be performed. This procedure will be mandatory for all contractors doing IRS Tax Notice mail-out work for the first time.

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

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through March 31, 2023 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

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

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

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

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

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

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

Subject to any limitations elsewhere in this contract, and pursuant to the section entitled "DETERMINATION OF AWARD AND PLACEMENT OF WORK," the low contractor and each successive low contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "ORDERING" clause of this contract, except when the shipping/delivery schedule cannot be met.

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.

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

PRIVACY ACT

(a) The contractor agrees:

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

- (2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and
 - (3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.
- (c) The terms used in this clause have the following meanings:
- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
 - (2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
 - (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

PAYMENT: Upon completion of each order, prior to submitting a billing invoice to GPO for payment, the contractor must submit an itemized billing invoice to the ordering agency (agency contact information to be provided after award) for verification, approval, and signature.

After agency verification/approval, contractor must submit the signed billing invoice and print order to the U.S. Government Publishing Office.

Submitting all invoices for payment via the GPO fax gateway (if no samples are required), utilizing the GPO barcode coversheet program application, is the most efficient method of 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>.

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

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of notice mailers consisting of notices and either a self-mailing carrier sheet or a mail-out envelope requiring such operations as electronic prepress, printing in English and languages other than English, imaging/addressing, binding, construction, inserting, and distribution.

TITLE: Various IRS Mailers.

FREQUENCY OF ORDERS: Approximately 50 to 100 orders per year.

At any point throughout the term of the contract, Government-mandated, large quantity mailouts may be required. These mailouts may be split up into quantities of 5,000,000 copies and issued under multiple print orders, with a maximum of approximately 20 print orders issued in one week. In addition, there may be weeks when no print orders are issued. The frequency and total quantity of any mailout cannot be predicted with any certainty at this time. The Government anticipates providing courtesy notifications of any Government-mandated, large quantity mailouts as forecasting becomes available.

QUANTITY: Approximately 50,000 to 5,000,000 mailers per order.

The Government reserves the right to increase or decrease by up to 25% the total number of notices ordered per order.

NOTE: The quantity provided at the time the order is offered is an approximate quantity only. The exact, final quantity will be provided when the furnished materials are provided to the contractor.

QUANTITY VARIATION: No shortages or overruns will be allowed.

NUMBER OF PAGES:

Notice: Approximately 2 to 4 pages (1 or 2 leaves) per notice.
Carrier Sheet/Mail-out Envelope: Face only (after construction).

NOTE: At contractor's option, the notice can either be inserted into a folded, sealed, self-mailing carrier sheet or into a mail-out envelope. (See "CONSTRUCTION" for additional specifications.)

TRIM SIZE:

Notice: 7-1/2" to 8-1/2" x 10-1/2" to 11" per leaf.
Carrier Sheet: Suitable.
Mail-out Envelope: 4-1/8" to 6" x 8" to 10", plus flap.

NOTE: The trim size ranges specified for both the notice and envelope are at the contractor's option. Additionally, the trim size does not have to be the same for each order awarded to a contractor. Trim size of carrier sheet must be suitable to completely enclose the folded notice without causing any damage to the notice (see "CONSTRUCTION").

GOVERNMENT TO FURNISH:

Notices: Electronic transfer will be via secure email attachment in a PDF file(s) generated from Adobe Acrobat 9.1 or later. The Government will supply a composite PDF file, and all fonts will be embedded in the files at the PDF level. (*Do not un-embed fonts. This may result in a loss of data.*) The PDF files are backward-compatible to Adobe Acrobat 8.0.

Data Files for Notices: Contractor must be capable of reading files produced in Extended Binary Coded Decimal Interchange Code (EBCDIC) format. The data will be encrypted/password protected using WinZip 9.0 (256-Bit AES encryption). The Secure File Transfer Protocol (SFTP) will be used for the taxpayer's data transfer to the contractor. The contractor will be required to retrieve the data file(s) using SFTP protocol.

In case of a data transfer failure, the IRS will furnish CD-ROMs containing the same data. If required to furnish, the CD-ROMs are raw, unedited mail label records and must be formatted for imaging onto the carrier sheet/mail-out envelopes, at the contractor's expense. Computer dumps are not acceptable. The CD-ROMs are sorted by service centers. The service center code included in the record layout can be used for sorting addresses by service center. The raw data contained on the CD-ROMs has been passed through Finalist Software (equivalent to Code 1 of Group One Software) for hygiene and standardization.

Care Record Layout: IRS will furnish core record layout via email.

Carrier Sheets/Mail-out Envelopes: IRS will furnish PDF files via email.

United States Postal Service (USPS) pallets made available by the USPS upon request.

IRS Form 13456, IRS Publishing - Postage Report in a fillable PDF file.

IRS Form 9558 – Inspection Notification Report.

Mailing permit number and indicia for the First-Class Mail.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried in the electronic files, must not print on finished product.

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

The contractor is required to have Internet access provided through an Internet Service Provider (*ISP Completing Forms 13456 and 13456A*), an email account, and a web browser equivalent to Internet Explorer 6.0 or Microsoft Edge version 96.0.1054.57. The contractor is also required to have Adobe Acrobat 9.1 (or higher) software (not Adobe Reader). The contractor must furnish an email address for the IRS to email the forms mentioned above.

Furnished Data and Security/Security Letter: The contractor must guarantee that they, and any subcontractor(s), will not reproduce or allow reproduction of any information furnished by IRS, nor use or allow any person to use the furnished information, for any other purpose than producing/mailing the notices on this contract. For the Security Letter, the contractor must email on company letterhead (reference the GPO program and print order numbers) to the IRS publishing specialist specified on the print order <mailto:> a detailed report of the inventory and tracking system and the security measures to be taken to secure the IRS data and any information furnished by the IRS, throughout the period the contractor and/or subcontractor(s) have possession of taxpayer information. (See IRS Publication 4812 “Contractor Security & Privacy Controls.” A copy may be obtained either at <http://www.irs.gov> (click “forms and pubs”) or from the IRS publishing specialist.

Unusable Data: Data received in an unusable condition or any missing data will be replaced by IRS on an expedited basis. *If the contractor has not reported any discrepancy to the Government within five (5) workdays of receipt of data, it will be understood that none exists.* The contractor may notify [the IRS publishing specialist](#) directly only if there is a problem with the data or the shipment in which CD-ROMs are received (if applicable). Contractor to provide the following: Job Run File ID; Batch Cycle Group; CD-ROM Number (if applicable); and a brief explanation of the problem. If CD-ROMs are furnished, the GPO program and print order numbers will appear on the shipping transmittal label which will always be in the last box of CD-ROMs, if more than one box.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the ordering agency as specified on the individual print order.

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

The contractor must verify the accuracy of the Postal barcodes, output as part of the carrier sheet/mail-out envelope printing, with the USPS.

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

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

PROOFS:

- *All Orders* – One (1) press quality PDF soft proof will be required (of static content only) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match. Proofs must show margins.

Proofs must show all margins and dimensions, and indicate trim marks. For mail-out envelopes, proofs must show flap, window size and placement (if applicable), and security tint; or, at contractor's option, for carrier sheets, proofs must show perforation placement and security tint.

- *All Orders (upon approval of the PDF soft proof for the notice (static content only))* – One (1) PDF soft proof (of static content and populated with variable content) of the notice only using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match. Proofs must show margins.

Contractor to use variable data from the furnished data files. Contractor to furnish a random sampling of not less than 100 PDF soft proofs. NOTE: Contractor is not to use the first 100 names in the furnished data files.

Proofs must contain all notice information as required (see “IMAGING/ADDRESSING” specified herein). Proof will be evaluated for proper font type, spacing, alignment, etc.

Proofs must contain all the live variable data for each name as provided in the furnished data. The variable data may consist of taxpayer name and address, dollar amount to be received, method to be furnished, and date. Additional variable data fields may be required.

Proofs must show all margins and dimensions, and indicate trim marks.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to receipt of an “O.K. to Print.”

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein and listed for the corresponding JCP Code numbers in the “Government Paper Specification Standards No. 13” dated September 2019.

Government Paper Specification Standards No. 13 – https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_13.pdf.

All paper used in each individual notice must be of a uniform shade.

Notice: At the contractor's option, the following stocks/papers may be used: White Uncoated Text, basis weight: 50 or 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60; or, White Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code D10.

Carrier Sheet: At the contractor's option, the following stocks/papers may be used: White Uncoated Text, basis weight: 50 or 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60; or, White Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code D10.

Mail-out Envelope: At contractor's option, the following stocks/papers may be used: White Writing Envelope, basis weight: 20 or 24 lbs. per 500 sheets, 17 x 22", equal to JCP Code V20; or, White Uncoated Text, basis weight: 50 or 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60.

PRINTING:

Notice: Notice leaves print face only or face and back, head-to-head, in black ink with a 10% screen on face. Printing consists of type and rule form and occasionally line art. Image variable elements from the IRS record layout on all printed pages of the notice in black. Refer to "IMAGING/ADDRESSING" for more information regarding the variable imaging.

NOTE: Notices may print in English, language(s) other than English, or bilingual (English/non-English language). More than one non-English language may be required on the same order. When a non-English language(s) is required, the IRS will provide the translated text. Contractor will not be responsible for translating English into other languages.

Carrier Sheet: Sheets print face and back (before construction) in black ink. Printing consists of one return address (service center address). Image the mailing address in black. Printing/imaging is on the back (outside – after construction) of carrier sheet. Self-mailing carrier sheet must meet all USPS requirements for First-Class Mail.

NOTE: Carrier sheet is not one of the notice leaves. It is a separate leaf to be constructed as a self-mailer (with folded notice inside) in lieu of inserting into an envelope (at contractor's option). (See "CONSTRUCTION.")

Carrier sheets require a security tint printed on the inside (face – before construction) in black ink. Contractor may use their own design but must guarantee that the product will ensure complete opacity and prevent show through of any material contained therein.

Mail-out Envelope: Envelopes print face only (after construction) in black ink. Printing consists of one return address (service center address). Envelope printing must meet all USPS requirements for First-Class Mail. Image the mailing address on face of envelope (after construction) in black (if window envelope is not used).

Envelopes require a security tint (lining is acceptable) printed on the inside (back – before manufacture) in black ink. Contractor may use their own design but must guarantee that the product will ensure complete opacity and prevent show through of any material contained therein.

MARGINS: The minimum margins will be 1/4" head; center left and right. Unless otherwise specified, contractor must follow the margins as indicated in the furnished electronic media. NOTE: The margins may vary based on the notice being produced.

IMAGING/ADDRESSING: The imaging and addressing may be accomplished by either impact printers or non-impact printers. Imaging must meet the following requirements:

- The size of the type must be at least 12 point (in height, not characters to the inch) and the font may be Helvetica, Siemens Gothic Text, Siemens Essay Standard, Scitex Gothic International Medium, or Kodak Gothic. Any other font must be approved before the preproduction teleconference call.
- Imaging must be black.
- All characters must align.
- No missing data or entries.
- No duplicate data or entries.
- Addresses will have no more than 5 lines (7 lines including carrier route line and delivery point barcode).
- There will be a maximum of 39 characters per line and spaced 6 lines per inch vertically.
- No broken characters.
- No smearing.
- No visible wicking.
- No visible gloss.
- Reflectance of characters shall be visually uniform.

Face and Back of Notice (as applicable): Image letter text data, mail date of notice, the first name line, second name line, street address, city, state, zip code, using position 1 to 162 on the record layout.

Face of Carrier Sheet (if applicable): The mailing address will be on the back (after construction) of the carrier sheet.

Face of Mail-out Envelope (if applicable): The mailing address will be on the face (after construction) of the mail-out envelope (if a window envelope is not used).

The contractor must reformat the data to image the carrier route endorsement, name, address, city, state, and zip code plus the postal sack number, and break number (change indicator) in 6 lines (see record layout chart below). The contractor will be required to take information from the furnished data and format it to create an 11-digit Delivery Point Barcode to achieve lowest the postage costs to the Government. This Barcode is to be imaged below the last line of the address, in accordance with the USPS Domestic Mail Manual (DMM). It must be on all 3/5 digit and basic mail and may print on carrier route mail.

NOTE: Any PII furnished will NOT include any bank information for any of the taxpayers.

See below for an example of a record layout. Please note that the below chart is a draft layout and is subject to change.

ELEMENT NAME	DEC	HEX	LENGTH	TYPE	REF	REMARKS
REFUND AMOUNT	1		15	C		First 13 digits represent the dollar amount; last two digits represent the cents.
PAYMENT TYPE	16		1	C		IF EFT bank information is populated, then set to "Y"; else set to blanks.
AS FILED NAMELINE	17		35	C		
SUPPLEMENTAL NAME	52		35	C		
ADDRESS LINE 1	87		35	C		
CITY	122		25	C		Only populated for Domestic Addresses
STATE	147		2	C		Only populated for Domestic Addresses
ZIP	149		5	C		NOTE: CONCATENATE ZIP, ZIP_PLUS_FOUR_CD, and

						DELIVERY_POINT_BAR_CD to get the 12-digit ZIP for foreign addresses
ZIP PLUS FOUR CD	154		4	C		
DELIVERY POINT BAR CD	158		3	C		
FOREIGN COUNTRY CD	161		2	C		Only populated for foreign addresses
TOTAL	162					

DATA SUPPRESSION OPERATIONS (When Required):

When required by IRS, contractor must perform a search of IRS-furnished data files, locate specified records, and remove them from the files, ensuring those notices are not mailed. In addition, contractor must perform a before-and-after count of records demonstrating removal of the records and provide IRS a separate, encrypted file of suppressed records.

When required by IRS, contractor must search, identify, and suppress any records containing missing element fields (i.e., a. “Refund Amount” positions 1 through 15 and b. “Name Line” positions 17 through 51). In addition, contractor is required to provide IRS a separate, encrypted file containing the suppressed records for the missing element fields.

Contractor will be required to perform this process as many times at the IRS deems necessary to cycle the files and complete the above data suppression operations.

BINDING (Notice): Trim four sides. Gather leaves (when applicable). Fold from 7-1/2” to 8-1/2” x 10-1/2” to 11” down to 7-1/2” to 8” x 3-1/2” to 3-7/8”, mailing address out.

CONSTRUCTION: At contractor’s option, the notice leaves may be inserted into either a folded, sealed, self-mailing carrier sheet or into a mail-out envelope.

Carrier Sheet: Separate leaf to be constructed as a self-mailer (with folded notice inserted inside). Trim size of carrier sheet must be suitable to completely enclose the folded notice without causing any damage to the notice.

Contractor to perforate along the entire left and right vertical edges. Perforations are to be 1/2” to 3/4” in from the left and right edges of sheet creating tear-off stubs.

With the folded notice inside, letter-fold carrier sheet suitably so as to create a self-mailer but not damage the notice. Completely secure all parts of carrier sheet only at left and right in the tear-off stubs with a firm glue that will hold securely during the mailing process.

The open, horizontal side must be sealed either with a firm glue that will hold securely during the mailing process but permit easy opening by the recipient; or, by creating another perforated, tear-off stub the same as the left/right tear-off stubs.

NOTE: All open sides of the carrier sheet must be sealed. Wafer seals/tabs are not allowed.

Perforations (slit or slot, with or without ink) must be clean and of sufficient strength to ensure that they do not tear or break away during the mailing process yet allow for easy separation by the recipient.

Construction of self-mailing carrier sheet must meet all USPS requirements for First-Class Mail.

Mail-out Envelope: Envelopes must be open side, with gummed, fold-over flap for sealing. At contractor's option, seams may be high-cut, diagonal, welded, or side seams. Flap may be either square-cornered or diagonal sealing; however, the depth must meet USPS requirements and must be coated with a suitable glue that will securely seal the envelope without adhering to contents, not permit resealing of the envelope, and permit easy opening by the recipient. NOTE: All envelopes must have a fold at bottom.

At contractor's option, face of envelope may contain one (1) die-cut address window with slightly rounded corners. Contractor must determine size and placement of window so all mailing information on the notice shows after notice is inserted into the mail-out envelope, but other extraneous information is not visible when notice is inserted in the envelope. At contractor's option, in lieu of window, taxpayer's name and address may be imaged directly on envelope in a typeface and size matching the notice.

If applicable, window is to be covered with a suitable, transparent, low-gloss, poly-type material that must be clear of smudges, lines, and distortions. Poly-type material must be securely affixed to the inside of the envelope so as not to interfere with insertion of contents. Poly-type material must meet the current USPS readability standards/requirements.

INSERTING: At contractor's option, the notice (consisting of one or two leaves) may be inserted into either a folded, sealed, self-mailing carrier sheet or into a mail-out envelope, as follows:

Carrier Sheet: Insert folded notice inside carrier sheet. It is the contractor's responsibility to ensure that the name and address on the notice matches the name and address on the carrier sheet.

Seal carrier sheet as specified under "CONSTRUCTION."

Mail-out Envelope: Insert folded notice into mail-out envelope with recipient's name and address on first page facing out for visibility through window envelope. It is the contractor's responsibility to ensure that only the imaged taxpayer's name and address on the notice will be visible through the window in the mail-out envelope and that only one notice is inserted into each mail-out envelope.

At contractor's option, the taxpayer's name and address may be imaged directly on the mail-out envelope, eliminating the window. However, it is the contractor's responsibility to ensure that the name and address on the notice matches the name and address on the mail-out envelope.

Seal all mail-out envelopes.

DISTRIBUTION: Mail f.o.b. contractor's city each individual notice mailer to domestic (nationwide, including APO/FPO and the U.S. Territories) and foreign destinations. Contractor is responsible for all costs associated with transporting mailers to the USPS.

All mailing must be at the First-Class Rate.

Contractor must mail to furthest destinations (from the contractor's facility) first.

The Government will furnish a permit number and indicia for the First-Class Mail. A PS Form 3600, Statement of Mailing with Permit Imprints, and a GPO Form 712, Certificate of Conformance, must be completed and submitted to the entry post office for all bulk shipments using permit imprint mailing labels.

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.

Orders which result in mailings of less than 200 pieces or less than 50 pounds will require the contractor to apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service Form with billing invoice for payment.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for “Domestic Mail” or “International Mail”, as applicable.

Certificate of Conformance: When using Permit Imprint Mail the contractor must complete GPO Form 712 - Certificate of Conformance (Rev. 10-15), and the appropriate mailing statement(s) supplied by USPS. A fillable GPO Form 712 Certificate of Conformance can be found at <https://www.gpo.gov/how-to-work-with-us/vendors/forms-and-standards>.

USPS Regulations: 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 for both domestic and international mail, 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.

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

Carrier Route Presort: The contractor must utilize a commercially prepared software package for assigning a portion of the mail file in an approved carrier route format (carrying carrier route endorsement and number on the first line of the mailing address).

Intelligent Mail Barcode (IMb): Contractor will be required to create and apply the proper USPS IMb coding for tracking purposes for billing and research for the IRS.

Contractor will utilize the USPS Informed Visibility (IV) Mail Tracking & Reporting (IV-MTR) service that provides end-to-end mail tracking information for letter and flat pieces, bundles, handling units, and containers. Contractor will provide mail scanned events reports or provide access to reports that include, at a minimum: mail drop date, quantities, postage, and last delivery scan event. If the contractor elects to provide reports, the reports will be made available by close of business Friday for the week in which a mailing has occurred. Contractor must adhere to all USPS Domestic Mail Manual and USPS IV Mail Tracking and Reporting Guide requirements.

The contractor is to furnish documentation on 100% of mail turnover to USPS by the date specified on the print order.

Zip Code Count Report: Contractor’s software must provide 3-digit, 5-digit, and carrier route zip code count report for the contractor’s use during the addressing operation. Mailed must be Presorted to maximize postal discount to USPS First Class Letter Commercial Automation 5-digit and AADC levels whenever possible.

Presort Palletization: As outlined by the Postal Service in the Domestic Mail Manual, the carrier route presort palletization program requires that in most cases, depending on thickness and weight, individual mailers of 10 or more pieces be prepared for carrier routes. This may take the form of packages or packages in bundles presented on pallets. See DMM for specific requirements.

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 10 or more letters. See DMM for specific requirements.

Postal Pallets: The USPS will provide pallets upon contractor’s request, or contractor may use their own pallets that meet postal requirements, at their 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 Domestic Mail Manual for (Notices and Bundles Presented on Pallets) and (Palletizing Sacks). See the DMM for preparation requirements for palletizing First-Class Mail. Letters must be palletized separately from sacks. The sack tags must be barcoded and readable by USPS equipment. Further details on pallet loading and flagging may be obtained by consulting local Postal Customer Representatives, bulk mail acceptance personnel.

Coding Accuracy Support System (CASS): Addresses for this contract must be verified against a USPS certified Coding Accuracy Support System (CASS) certified software address hygiene program.

National Change of Address (NCOA): Addresses for this contract must be verified against the USPS NCOA Link program. All related costs to perform this operation must be included in submitted bid pricing. No additional reimbursement will be authorized.

Presort Accuracy Validation and Evaluation (PAVE): Contractor's software must be PAVE certified.

USPS Secure Destruction: Upon contract award, IRS shall provide a designated Mailer ID and the USPS Service Type Indicator (STID) to be used for the USPS service Secure Destruction. Contractor must include provided Mailer ID and STID within the Intelligent Mail Barcode.

Pallet Assembly and Storage/Staged: Loaded pallets must be assembled and stored/staged for eventual turn over to U.S. Postal Service beginning no sooner than the date specified on the print order. The pallets are to be staged in order so that the furthest destinations from the contractor's facility will be turned over first and the closest destinations last.

Contractor must specify the location of the staging area(s) and the proposed point of entry(ies) for each notice mailer they are producing. (See "SCHEDULE OF PRICES.")

First Class Mail: The Postal Service will verify the total weight of the mailing. The contractor must comply with all Domestic Mail Manual regulations governing use of First-Class Mail. Due to the IRS's 100% delivery requirement, optional mail procedures that do not weigh each pallet of mail are not allowed or authorized.

Vehicles Provided: Truck/trailers (vans) will be provided by U.S. Postal Service. However, physical loading is the contractor's responsibility, in conformance with the U.S. Postal Service loading plan. Vans will not be provided before earliest turnover date as indicated in the schedule for each order without demurrage costs.

Turnover Requirements: Contractor must ship to furthest designations (from the contractor's facility) first. Contractor must release the notices to USPS no later than the schedule for each order.

APO/FPO: APO/FPO mail is to be addressed by the contractor, tied into 5-digit packages, placed in regular canvas bags for each unique zip code, and mailed to San Francisco/Oakland or New York per the DMM requirements. The contractor must obtain bag tags (or produce tags at their own expense) from the Postal Service for each APO/FPO destination. Each bag tag should contain the following:

- APO Destination and code (e.g., APO AE 09028)
- First-Class Mail (STD A FLATS)
- IRS Washington, DC 20224

Postage Statements/IRS Postal Forms: The contractor is required to complete and submit (via email) Form 13456 to the IRS within three (3) workdays after the final turnover of mail packages to the USPS. Contractor to email Form 13456 to postage@publish.no.irs.gov and to the IRS publishing specialist specified on the print order.

For contractor's convenience, Form 13456 is provided as a fillable PDF file. The IRS will complete the top portion of the form prior to emailing to the contractor. If there is any information missing or incorrect, please contact the IRS publishing specialist specified on the print order.

The contractor is responsible for capturing five (5) data elements from every postage statement (i.e., USPS Form 3602, 3602-R, 3600). The five (5) elements are:

- (1) Barrel stamped post office zip code
- (2) Postage statement date
- (3) Quantity mailed

- (4) Postage amount
- (5) Postage statement type

NOTE: The form must contain only postage information for the designated GPO print order number.

Prior to submitting Form 13456, the contractor must rename the file “GPO print order number_date.pdf (e.g., “00001_9-02-03.pdf”). If the contractor completes an additional form per day, they should add a suffix to the file name starting with the letter “a” then “b”, etc., (e.g., “a00001_09-02-03.pdf). The contractor is also responsible for the accuracy of the information returned to the IRS. Any delay or missing input could result in delay of payment.

All Postage Statements (USPS Form 3600, 3602-R, 3600) must contain the IRS Agency Cost Code “67039” in the “Federal Agency Cost Code” box. The GPO program and print order numbers must be included in the mailer information located in the upper portion of the postage statement.

Daily Mailing Report: Contractor is required to email a daily report showing completed mailing to the IRS publishing specialist specified on the print order.

Daily Postage Summary Report: Contractor is required to submit daily postage summary reports, showing the number of pieces and cost of Carrier Route, 3/5 digit, and Basic broken out by weekly mailings and the grand total. The reports are to be submitted following Delivery Point Validation processing. Contractor to email the daily reports to the IRS publishing specialist specified on the print order.

Final Shipping Notification: Contractor is required to submit a final shipping notification on the final day of shipping confirming that the order is completed. Contractor to email the final shipping notification to the IRS publishing specialist specified on the print order.

Daily Production Report: Contractor is required to provide daily addressing production information required to complete Report Form 9659. Contractor to email the report to the IRS publishing specialist specified on the print order.

Upon completion of each order, contractor must furnish 10 printed/imaged samples of the notices to the IRS publishing specialist specified on the print order. Contractor to image using dummy address information specified below:

ECRLOT **CO 17
8900025764325
JAMES A & ANDREA A TAXPAYER
16305 Main Ave NW
ANYTOWN US 99999-9999
(Apply Delivery Point Barcode here)

Upon completion of each order, the contractor must delete/scrub all furnished data from their systems and shred all CD-ROMs (if furnished). Contractor must provide a destruction certificate to IRS. (If furnished, CD-ROMs must not be returned to the IRS.)

All expenses incidental to submitting PDF soft proofs and furnishing printed/imaged samples must be borne by the contractor.

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

When offering orders, the ordering agency will contact the low bidder at least five (5) workdays in advance of the anticipated date for providing the furnished materials and final quantity.

Print order and furnished materials to be furnished via secure email or SFTP. If necessary, print order and furnished materials will be furnished on CD-ROMs to the contractor. IRS will ship directly to the contractor using UPS.

Contractor to email PDF soft proofs containing static matter only to the IRS publishing specialist as specified on the print order.

All PDF soft proofs containing variable data are to be securely emailed as an encrypted zip file to the IRS Publishing Specialist as specified on the print order. The password must be provided in a separate email. The email to be marked "POPULATED PROOFS" and must include the GPO program and print order numbers.

This is a time sensitive procurement. However, uncontrollable circumstances such as Congressional Legislation may delay IRS in providing the furnished materials to the contractor. In the event of any uncontrollable delays by the Government, no schedule adjustments or extensions will be allowed.

The following schedule begins the SAME workday as receipt of print order. The same workday as receipt will be the first workday of the schedule.

Regular Schedule:

- No specific date is set for submission of proofs (for static content only). Proofs must be submitted as soon as possible to allow for revised proofs if contractor's errors are judged serious enough to require them.
- Proofs (for static content only) will be withheld no more than one (1) workday from their receipt at the ordering agency until changes/corrections/"O.K. to Print" are provided via email.
- Contractor to submit populated proof (for static and variable content) within one (1) workday of "O.K. to Print" on proofs (for static content only).
- Proofs will be withheld no more than one (1) workday from their receipt at the ordering agency until changes/corrections/"O.K. to Print" are provided via email.
- *For Orders up to and including 1,000,000 Notices* – Contractor must complete production and distribution within 15 workdays of receipt of "O.K. to Print" on populated proofs.
- *For Orders over 1,000,000 notices* – Contractor must complete production and distribution within 20 workdays of receipt of "O.K. to Print" on populated proofs.
- All proof and transit time is included in the above specified schedule.

Accelerated Schedule:

Approximately 10% of orders placed may require an accelerated schedule. The accelerated schedule will not be required on any order with a quantity over 1,000,000 notices.

- No specific date is set for submission of proofs (for static content only). Proofs must be submitted as soon as possible to allow for revised proofs if contractor's errors are judged serious enough to require them.
- Proofs (for static content only) will be withheld no more than one (1) workday from their receipt at the ordering agency until changes/corrections/"O.K. to Print" are provided via email.
- Contractor to submit populated proof (for static and variable content) within one (1) workday of "O.K. to Print" on proofs (for static content only).

- Proofs will be withheld no more than one (1) workday from their receipt at the ordering agency until changes/corrections/“O.K. to Print” are provided via email.
- *For Orders up to and including 1,000,000 Notices* – Contractor must complete production and distribution within 12 workdays of receipt of “O.K. to Print” on populated proofs.
- All proof and transit time is included in the above specified schedule.

The ship/deliver date indicated on the print order is the date products ordered for mailing f.o.b. contractor’s city must be delivered to the U.S. Postal Service.

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

For compliance reporting purposes, the contractor must notify the U.S. Government Publishing Office of the date of shipment or delivery, as applicable. Upon completion of each order, contractor must contact the Shared Support Services Compliance Section via email at compliance@gpo.gov or via telephone at (202) 512-0520. Personnel receiving the email or call will be unable to respond to questions of a technical nature or to transfer any inquiries.

SECTION 3. – DETERMINATION OF AWARD AND PLACEMENT OF WORK

The Government will make multiple awards under this solicitation since it is anticipated that one firm may not be able to meet all of the requirements.

In order to make multiple awards and to determine the sequence of bidders, the Government will apply the prices offered by each bidder in the “SCHEDULE OF PRICES” to the following units of production which are the estimated requirements to produce one (1) year’s production under this contract. These units do not constitute, nor are they to be construed, as a guarantee of the volume of work which may be ordered for a like period of time.

In placing work, the Government will first communicate with the low contractor to determine whether or not at that time the order for the specified quantity can be accepted for shipment within the time required by the Government. The Government will be obligated to place each order with the low contractor first, the next low contractor second, and so on until the order has been accepted. Placement of orders shall be made only with those contractors whose prices are determined to be fair and reasonable. The low contractor and each successive next low contractor shall be obligated to accept the order except when the shipping schedule cannot be met. When the contractor accepts, a formal print order will be issued.

Due to the urgency of the work, orders will be offered by telephone, and the contractor must reply within 30 minutes whether or not the order can be accepted.

Any contractor’s position in the sequence of awards may be jeopardized by consistently refusing work. When such an instance is found, the contractor involved will be notified and unless prompt adjustment in order acceptance is made to maintain the lowest cost to the Government, the contractor may be disqualified from further participation under this contract.

Notwithstanding any sequence of contractors established as a result of the Determination of Award, the Government reserves the right, without limitation, to establish a specific sequence of contractors for any or all print orders to be issued under this contract, by abstracting the contract prices of each contractor against actual print orders to be issued and adding any applicable costs to the Government for transportation of the finished product to all destinations. In the event a specific sequence is established, such sequence of contractors shall control the order in which the print order(s) is offered. The determination to establish a specific sequence or sequences shall not be cause for an adjustment in the contract price or any other term or condition of the contract.

Exception: Noncompliance with the mailing, shipping, and/or delivery schedule, or any other term, condition, or specification of this contract will be cause, and the GPO reserves the right, to withhold further orders until the contractor is judged by the Government to have established adequate procedures to fulfill the requirements.

PREMIUM PAYMENTS: Orders requiring an accelerated schedule will be paid for at the premium rate in accordance with the contractor’s offered percentage in the “SCHEDULE OF PRICES.”

All other orders will be placed with the regular schedule and paid for at the basic prices offered.

Percentages offered for premium priced work are additional to the basic prices offered for units of work. Premium payments, when authorized, will apply to all items except line items under II. PAPER in the “SCHEDULE OF PRICES.”

Failure of the contractor to deliver work at the time specified will result in disallowance of premium payments that were anticipated, and the contractor will not list such items on his invoice.

It is estimated that 10% of the orders placed on this contract will require an accelerated schedule. Premium payments for an accelerated schedule will be evaluated for award. Evaluation will be affected by applying the percentage increase, offered for the accelerated schedule in the “SCHEDULE OF PRICES” (Item IV.), to 10% of the prices offered for all items except line items under II. PAPER.

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

I. (a) 131,250
(b) 56,250

II. (a) 243,750
(b) 187,500

III. (a) 9,500
(b) 9,500

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SECTION 4. – SCHEDULE OF PRICES

Bids offered are f.o.b. contractor’s city.

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

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

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

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

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

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

Fractional parts of 1,000 will be prorated at the per-1,000 rate.

Contractor’s billing invoice must be itemized in accordance with the line items in the “SCHEDULE OF PRICES.”

All paper must be charged under II. PAPER.

I. COMPLETE PRODUCT: Prices offered shall include the cost of all required materials and operations necessary (including proofs, printed/imaged samples, and insertion into carrier sheets/mail-out envelopes but excluding paper) for the complete production and distribution of the product listed in accordance with these specifications.

The price submitted is a complete product price that includes all makeready and materials required, regardless of number of production locations utilized.

- (a) One-Leaf Noticeper 1,000 notices\$ _____
- (b) Two-Leaf Noticeper 1,000 notices\$ _____

Initials

II. PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on the net number of leaves furnished for the products ordered. The cost of any paper required for makeready or running spoilage must be included in the prices offered.

Computation of the net number of leaves will be based on the following:

Notice – Each page-size leaf.

Carrier Sheet (if applicable) – One page-size leaf will be allowed for each carrier sheet.

Mail-out Envelope (if applicable) – One page-size leaf will be allowed for each envelope.

(a) Notice –

At contractor’s option - White Uncoated Text (50 or 60-lb.); or,
White Writing (20-lb.)..... per 1,000 leaves\$ _____

(b) Carrier Sheet/Mail-out Envelope –

At contractor’s option - White Writing (20-lb.);
White Writing Envelope (20 or 24-lb.); or,
White Uncoated Text (50 or 60-lb.) per 1,000 leaves\$ _____

III. ADDITIONAL OPERATIONS:

(a) Search and removal of specified records,

including before-and-after count and
encrypted file of suppressed records per 1,000 records\$ _____

(b) Search, identify, and suppress records

containing missing element fields,
including file of suppressed records per 1,000 records\$ _____

IV. PREMIUM PAYMENTS: Premium Payments, when authorized, will apply to all items except II. PAPER. Percentage increase will be added to all orders that require an accelerated schedule.

Percentage increase %

POINT OF ENTRY FOR FIRST CLASS MAIL:

All mailing will be made from the _____

Post Office located at Street Address _____,

City _____, State _____, Zip Code _____

LOCATION OF STAGING AREA:

City _____, State _____, Zip Code _____

Initials

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

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

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

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

BID ACCEPTANCE PERIOD: In compliance with the above, the undersigned 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 point(s), in exact accordance with specifications. *Failure to provide a 60-day bid acceptance period may result in expiration of the bid prior to award.*

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 copy of all pages in "SECTION 4. – SCHEDULE OF PRICES," including initialing/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's Name) (GPO Contractor's Code)

(Street Address)

(City – State – Zip Code)

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

(Person to be Contacted) (Telephone Number)

(Email) (Fax Number)

THIS SECTION FOR GPO USE ONLY

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

Declaration for Federal Employment*

Form Approved:
OMB No. 3206-0182

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

Instructions

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

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

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

Privacy Act Statement

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

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

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

Public Burden Statement

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

Declaration for Federal Employment*

Form Approved:
OMB No. 3206-0182

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

General Information

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



2. SOCIAL SECURITY NUMBER	3a. PLACE OF BIRTH (Include city and state or country)
----------------------------------	---



3b. ARE YOU A U.S. CITIZEN? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "NO", provide country of citizenship)	4. DATE OF BIRTH (MM / DD / YYYY)
--	--



5. OTHER NAMES EVER USED (For example, maiden name, nickname, etc.)	6. PHONE NUMBERS (Include area codes)
	Day
	Night



Selective Service Registration

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

- 7a. Were you born a male after December 31, 1959? YES NO (If "NO", proceed to 8.)
- 7b. Have you registered with the Selective Service System? YES (If "YES", proceed to 8.) NO (If "NO", proceed to 7c.)
- 7c. If "NO," describe your reason(s) in item 16.

Military Service

8. Have you ever served in the United States military? YES (If "YES", provide information below) NO
- If your only active duty was training in the Reserves or National Guard, answer "NO."*
- If you answered "YES," list the branch, dates, and type of discharge for all active duty.*

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

Background Information

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

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

9. During the last 7 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) *If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.* YES NO
10. Have you been convicted by a military court-martial in the past 7 years? (If no military service, answer "NO.") *If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved.* YES NO
11. Are you currently under charges for any violation of law? *If "YES," use item 16 to provide the date, explanation of the charges, place of occurrence, and the name and address of the police department or court involved.* YES NO
12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? *If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address.* YES NO
13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) *If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt.* YES NO

Declaration for Federal Employment*

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

Form Approved: OMB No. 3206-0182

Additional Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, and half-sister.) If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relativeworks.

15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service?

Continuation Space / Agency Optional Questions

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

Certifications / Additional Questions

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

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

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

17a. Applicant's Signature: _____ Date: _____ (Sign in ink) (MM / DD / YYYY)

17b. Appointee's Signature: _____ Date: _____ (Sign in ink) (MM / DD / YYYY)

Appointing Officer: Enter Date of Appointment or Conversion MM / DD / YYYY

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

18a. When did you leave your last Federal job? Date: (MM / DD / YYYY)

18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance? YES NO DO NOT KNOW

18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled. YES NO DO NOT KNOW

Send to Individual

Reset Form

Conditional Access to Sensitive Information
Non-disclosure Agreement

Project or contract name/number

Identify the nature of contract work or special project

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

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

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

I understand and agree to the following terms and conditions:

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 13526 or 13556; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

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

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

Name	Signature	Date

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

If applicable:

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

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

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

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

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

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

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

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

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

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

A Summary of Your Rights Under the Fair Credit Reporting Act

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

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

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

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

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

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

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

United States Department of the Treasury

Disclosure and Authorization Pertaining to Consumer Reports

Pursuant to the Fair Credit Reporting Act

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

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

(This page must be returned with your investigative paperwork)

Signature

Date

Privacy Act

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

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

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

Contractor Security Awareness Training (SAT) Certification
(Annual and New Contractor Certification for SAT)
SAT Training Year is July 1 thru June 30.

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

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

Part I—Contractor/COR Information

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

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

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

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

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

FOR COR USE ONLY

All training actions have been completed. Yes No

Acknowledgment sent Yes Date _____ No Reason _____

Criminal/Civil Sanctions

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

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

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

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

Some examples of SBU information follow:

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

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

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

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

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

FISMA Specialized IT Security (SITS) Roles Table

This table provides the name for each FISMA role, the number of required SITS training hours for that role and an IRM link to the details of the responsibilities of that role.

FISMA SITS Role/Responsibility	Required Hours	IRM Link
Agency Head	4	View
Authorizing Official	4	View
Authorizing Official Designated Representative	4	View
Business System Planner	4	View
Certification Agent	8	View
Chief Information Officer	4	View
Common Control Provider	8	View
Computer Audit Specialist	8	View
Contracting Officer	4	View
Contracting Officer Representative	4	View
Cyber Critical Infrastructure Protection	8	View
Database Administrator	8	View
Encryption Recovery Agent	8	View
Enterprise Architect	8	View
Functional Workstation Specialist	8	View
IDRS Security Account Administrator	8	View
IDRS Security Analyst	8	View
Information Owner	4	View
Information System Owner/Business & Functional Unit Owner	4	View
Information System Security Engineer	8	View
Information System Security Officer	8	View
Management/Program Analyst	4	View
Manager	4	View
Network Administrator	8	View
Physical Security Analyst	8	View
Physical Security Officer	4	View
Physical Security Specialist	4	View
Privacy Officer	4	View
Program Developer/Programmer	8	View
Risk Executive	4	View
SAISO/Chief Information Security Officer	8	View
Security Program Management Officer	4	View
Security Specialist	8	View
Senior Management/Executive	4	View
System Administrator	8	View
System Designer	8	View
Systems Operations Staff	8	View
Technical Support Staff	8	View
Telecommunications Specialist	8	View
User Administrator	8	View
Web Developer	8	View