

**Jacket:** 428-042

**Title:** OTC Self Mailer

**Agency:** IRS

**Bid Opening:** 11/14/2023 at 11:00am

Contractor Name	Bid	Terms		Discounted Total	Additional Price
Speciality Print Communications	\$241,978.92	5.0%	21 days	\$229,879.97	74.88/m
A Advantage Mailing LLC - Anaheim	\$278,670.35	0.50%	20 days	\$277,277.00	75.00/m
Amsive	\$289,355.00	0.00%	0 days	\$289,355.00	88.33/m

A=Award

**BID OPENING:** Bids shall be opened at 11:00 AM., prevailing Eastern Standard Time (EST), on November 14, 2023 by the U.S. Government Publishing Office, in Washington, DC 20401. Due to the COVID-19 pandemic, this will NOT be a public bid opening.

**BID SUBMISSION:** Bidders must email bids to [bidsapsdc@gpo.gov](mailto:bidsapsdc@gpo.gov) for this solicitation. No other method of bid submission will be accepted at this time. The program number and bid opening date must be specified in the subject line of the emailed bid submission. *Bids received after 11:00 AM on the bid opening date specified above will not be considered for award. This will not be a public bid opening.*

Note: The GPO 910 “BID” Form is no longer required; **bidders are to fill out, sign/initial, as applicable, and return pages 29 and 30.**

The Jacket Number 428-042 and bid opening date must be specified in the subject line of the e-mailed bid submission. Bids received after 11:00 AM EST on the bid opening date specified above will not be considered for award.

For information regarding the solicitation requirements prior to award, email [tsankey@gpo.gov](mailto:tsankey@gpo.gov). For contract administration after award, contact Tim Sankey at 202-512-0488.

**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. Emails over 75 MB may not be received by GPO due to size limitations for receiving emails.
2. The vendor’s email provider may have different size limitations for sending e-mail, however vendors are advised not to exceed GPO’s stated limit. The bidder’s email provider may have different size limitations for sending email; however, bidders are advised not to exceed GPO’s stated limit.
3. Illegibility of bid.
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 e-mailed bid prior to bid opening. GPO will use the prevailing time (specified as the local time zone) and the exact time that the e-mail is received by GPO’s email server as the official time stamp for bid receipt at the specified location.

**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 (revised 9-19)).

**GPO QATAP** (GPO Publication 310.1) – <https://www.gpo.gov/docs/default-source/forms-and-standards-files-forvendors/qataprev-09-19.pdf>.

Offers must include the cost of all materials and operations for the total quantity ordered in accordance with these specifications.

Specifications for contract printing of **OTC Self Mailer**

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**CAUTION: The instructions printed under this contract must not be mixed with instructions printed under any other contract.**

**SCOPE:** These specifications cover the production of four (4) separate mailers consisting of static text and variable data requiring such operations as the receipt and processing of transmitted data; printing/variable imaging; perforating; folding; presorting; and mailing.

**NOTE:** A copy of the exhibit pages are included at the end of the specifications.

**CHANGES IN QUANTITY:** The Government, for the FINAL IRS QUANTITY, may submit increases or decreases of up to 25% of the total estimated quantity until the date specified in the schedule listed below under “Government Furnished Materials”. These quantity adjustments may be made via email and will be the FINAL quantity. These adjustments will not change the scheduled turnover dates. Billing adjustments for scheduled quantity changes (+ or -) will be at the contractor's quoted "ADDITIONAL RATE". If no changes have been received by the scheduled date for final quantity adjustments, the bid quantities will stand as the FINAL contract quantity.

**SECTION 1: BIDDING AND PRODUCTION SCHEDULE**

<u>Date</u>	<u>Event</u>
11-07-23	Specifications posted for bid.
11-14-23	Bidding ends.
11-21-23	Award of contract (Purchase Order Number by phone). Electronic Media or Self-Mailer & construction dummy available.
11-28-23	Production & Quality Plans (See Sec. 1.2 & Sec. 1.3), Security Letter and Safeguarding IRS Confidential Information (See Sec. 2.2).
12-02-23	Preproduction conference.
12-13-23	Address files / Core record layout provided to contractor.
12-13-23	Self-mailer quantity adjustments (may be by telephone/email).
01-05-24	Earliest turnover of self-mailers to Postal Service.
01-08-24	Complete turnover of mail self-mailers to Postal Service.</Ship>
01-09-24	Contractor must electronically submit postage summary reports (See Section 5).

**SCHEDULE:** Adherence to this schedule must be maintained

***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 ship/deliver date indicated on the GPO jacket number 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.

All security/training documentation, procedures, protocols must be in place at time of award and contractor must be an IRS security cleared vendor. Extra time will not be provided to meet security requirements, no exceptions.

**1.1 POSTAWARD CONFERENCE:** Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives via teleconference, as indicated in the schedule previously cited. The purpose of the conference will be to discuss and review all aspects of the contractor's internal and external operations required to complete this contract. The items to be discussed are:

- 1) Processing and sorting electronic distribution files
- 2) Scheduled start-up dates for all phases of production
- 3) Coordination/communication from one production phase to another
- 4) Who will be responsible for each phase
- 5) How will subcontractors be involved and kept informed (if applicable)
- 6) Specific production dates of all subcontractors (if applicable)
- 7) How the product will be staged and mailed/shipped
- 8) Any other special requirements which are specific to this

Attending the conference will be representative(s) from the Internal Revenue Service and possibly representative(s) from the Government Publishing Office. To establish coordination of all required operations, a representative from all subcontractors involved must be present as well as representatives from each involved production area for the primary contractor.

**1.2 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: [tsankey@gpo.gov](mailto:tsankey@gpo.gov), [Glenn.R.Pelishkek@irs.gov](mailto:Glenn.R.Pelishkek@irs.gov), and [Andre.J.Jones@irs.gov](mailto: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

**1.3 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](mailto:apsdc@gpo.gov), [Glenn.R.Pelishkek@irs.gov](mailto:Glenn.R.Pelishkek@irs.gov), and [Andre.J.Jones@irs.gov](mailto: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 this 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.

*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.

**1.4 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 may also be required that the contractor have the local Postal Service representative in attendance.

**1.5 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.

**1.6 DAILY PRODUCTION REPORT:** Contractor must provide daily production information on Form 9659 "Production and Mailing Report" (see **Exhibit 4**) and email Form 9659 each workday, by 1:00pm (Eastern Standard Time), to [Glenn.R.Pelishkek@irs.gov](mailto:Glenn.R.Pelishkek@irs.gov), and [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).

## **SECTION 2: MATERIALS**

### **2.1 FURNISHED BY THE GOVERNMENT:**

Data files furnished via secure email or SFTP. 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.

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.

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

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

IRS Form 9558 – Inspection Notification Report.

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

IRS fillable pdf Forms 9659 (Production and Mailing Report), Form 13456 (Publishing Postage Report), and Form 6153 (IRS carton label), will be emailed to the contractor shortly after award. **See Exhibits 4-6.**

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.

## **2.2 FURNISHED BY THE CONTRACTOR:**

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

**Intelligent Mail barcode (IMb):** Contractor must be an approved USPS Full Service Intelligent Mail barcode (IMb) provider. Contractor must meet all IMb preparation and postage documentation requirements as required in the Domestic Mail Manual at time of mailing. All mail must be presented under the contractor obtained Mailer ID (**no exceptions**). **Contractor must sort mail to effectively maximize all USPS eligible discounts.**

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 to the Andre Jones [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov), Glenn Pelishek [Glenn.R.Pelishek@irs.gov](mailto:Glenn.R.Pelishek@irs.gov) 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 Andre Jones [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).

*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 [Andre Jones](mailto:Andre.Jones@irs.gov) directly only if there is a problem with the data. Contractor to provide the following: Job Run File ID; Batch Cycle Group; and a brief explanation of the problem.

**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 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.

**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. 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.

**2.3 STOCK/PAPER:** The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the “Government Paper Specification Standards No. 13” dated September 2019. [https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol\\_13.pdf](https://www.gpo.gov/docs/default-source/forms-and-standards-files-for-vendors/vol_13.pdf)

JCP Code\* A60, Uncoated Text, White, Basis Size 25 X 38", 70 or 80 lbs.

**SECTION 3: SPECIFICATIONS****3.1 ITEM:** OTC Self Mailers.

*Mailer 1A*

*Mailer 1B*

*Mailer 2A*

*Mailer 2B*

**3.2 QUANTITY (estimated):**

*Mailer 1A* – Approximately 1,600,000 self-mailers per order.

*Mailer 1B* – Approximately 5,000 self-mailers per order.

*Mailer 2A* – Approximately 1,600,000 self-mailers per order.

*Mailer 2B* – Approximately 5,000 self-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.

**3.3 TRIM SIZE:**

Letter 1A and Letter 1B

- 8-1/2 x 11" flat\*
- 8-1/2 x 5-1/2" folded\*

Letter 2A and Letter 2B

- 8-1/2 x 11" flat\*
- 8-1/2 x 3-2/3" folded\*

Letter 1 A&B are 8-1/2" x 11" flat and folded to 8-1/2" x 5-1/2" with stubs left and right, seal glue on top or stub

Letter 2 A&B are 8-1/2' x 11' flat and folded to 8-1/2' x 3-2/3" with stubs left and right, seal glue on top or stub 1/2" firm glued perforated tear-off stubs on the left and right (11" side) and top or seal on top after folding.

**3.4 NUMBER OF PAGES:**

2 pages (one leaf)



### **3.5 PRINTING:**

Prints face and back, head-to-head, with type/rule matter, and an agency logo in black ink with a 10% screen on face (security tint). 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. Contractor may use their own design on security tint but must guarantee that the product will ensure complete opacity and prevent show through of any material contained therein.

**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. 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.

**3.6 BINDING/CONSTRUCTION: (Self Mailer):** Trim four sides. 1/2” firm glued perforated tear-off stubs on the left and right (11” side) and top or seal on top after folding.

Separate leaf to be constructed as a self-mailer Trim size of self mailer must be suitable to completely enclose the folded.

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

Completely secure all parts of carrier sheet only at left and right or top 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: 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 must meet all USPS requirements for First-Class Mail.

**3.7 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 Self mailer being produced.

#### **SECTION 4: PROOFS**

**4.1 PDF PROOF (STATIC):** 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.

**4.2 PDF PROOF (STATIC/VARIABLE):** 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."

- No specific date is mandatory 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 will be withheld no more than two (2) workdays 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 two (2) workdays of "O.K. to Print" on proofs (for static content only).
- All proof and transit time is included in the specified schedule.
- *The IRS request daily image PDF sample during product for review.* Send PDF sample to [Glenn.R.Pelishkek@irs.gov](mailto:Glenn.R.Pelishkek@irs.gov), and [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).

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.” IRS requests 2 day hold on proofs.

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

- Contractor to email PDF soft proofs containing static matter only to the IRS Andre Jones [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).
- All PDF soft proofs containing variable data are to be securely emailed as an encrypted zip file to the IRS Andre Jones [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).
- The password must be provided in a separate email. The email to be marked “POPULATED PROOFS” and must include the GPO jacket number.

## **SECTION 5: 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.

**NOTE:** Total weight must not exceed 1 oz. to minimize postage costs.

These self-mailers must meet USPS height to length ratio requirements for “First-Class” mail. Contractor must mail to furthest destinations (from the contractor’s facility) first.

**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 contract.

**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 contract. 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](mailto:postage@publish.no.irs.gov) and to the IRS Andre Jones [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).

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 Andre Jones [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov)

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 contract number.***

Prior to submitting Form 13456, the contractor must rename the file "GPO number\_date.pdf (e.g., "000-000\_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., "a 000-000\_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 contract 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 Andre Jones [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).
- *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 Andre Jones [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).

*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 Andre Jones [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).

*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 Andre Jones [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).

**PRODUCTION SAMPLES:** Contractor must send fifty (50) production samples per the schedule via traceable means to: IRS/NCFB, 5000 Ellin Road, Attn: Andre Jones, C6-175, Mail stop: C6-175, Lanham, Maryland 20706, 202-468-0350. **NOTE:** *These copies are to be considered sample copies (therefore, these must have no sensitive data) and **WILL NOT** be included in the quantity ordered and **MUST NOT** be included in the quantity billed.* Shipping of these samples must be borne by the contractor and sent overnight. In addition, **contractor must NOT include these copies on IRS Form 9659.**

Contractor to image using dummy address information specified below:

ECRL0T \*\*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. Contractor must provide a destruction certificate to IRS Andre Jones [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).

## **SECTION 6: 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 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. presentative 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](mailto: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 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 pertaining to access to any IRS system, including basic LAN, email and internet; access to any Sensitive but Unclassified (SBU) data; and access to any IRS facility. Since new contractor/subcontractor personnel will not have access to the IRS training system, the COR shall provide softcopy versions of each briefing.
  - i. Exception: Contractor personnel (including 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 a forementioned 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 1<sup>st</sup> 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) maybe 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](http://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 the COR 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; IRM10.2.14 – 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 (Suitability Requirements.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 Smart ID 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 and fingerprinting contractor employees requiring one.
- The Government will provide electronic copies of the required forms.

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:

#### Documents Required for Security Screening:

The following forms are required for each subject assigned to the contract:

1. A completed Risk Assessment Checklist (RAC) spreadsheet (this spreadsheet should be completed by the contractor point of contact to provide the requested information about each employee who will be working on the contract.)
2. A completed and signed Optional Form (OF) 306, *Declaration for Federal Employment* (Exhibit 1)
3. A signed Non-Disclosure Agreement form (Exhibit 2)



4. A signed Fair Credit Release form (Exhibit 3)
5. A completed Questionnaire for Public Trust Positions/Standard Form 85P (SF-85P) to be submitted through eAPP. The IRS Personnel Security team will send instructions for completing eAPP to the subject's individual email address listed on the RAC spreadsheet.
6. Any additional required security forms, which will be made available through the COR.
7. Each subject shall receive a copy of Notice 1379 (Tax Record Check Notice).

**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 30<sup>th</sup>, 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 15<sup>th</sup>, 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 15<sup>th</sup>, 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 Andre Jones and assigned COR (name will be provided at time of award) 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.*

## GPO SECURITY REQUIREMENTS

**SECURITY WARNING:** It is the contractors responsibility to properly safeguard personally identifiable information (PII) from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information. PII is information which can be used to distinguish or trace an individuals identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mothers maiden name, etc. (Ref.: OMB Memorandum 07-16.) Other specific examples of PII include, but are not limited to:(a) Personal identification number, such as passport number, drivers license number, taxpayer identification number, or financial account or credit card number;

- (b) Address information, such as street address or personal email address; and,
- (c) Personal characteristics, including photographic image (especially of face or other distinguishing characteristic), fingerprints, handwriting, or other biometric image or template data (e.g., retina scans, voice signature, facial geometry).

**SECURITY CONTROL PLAN:** The contractor shall operate and maintain an effective security system whereby materials used to perform the contract are manufactured and/or stored (e.g. while awaiting distribution or disposal) so as to ensure against theft and/or the unauthorized possession of the materials. Contractor is cautioned that Government provided information shall not be used for non-government business. Specifically, Government information shall not be used for the benefit of a third party.

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

1. The plan shall contain at a minimum how government files (data) will be secured to prevent disclosure to a third party prior to and after termination of contract;
2. Explain how all accountable materials will be handled throughout all phases of production;
3. How the disposal of waste materials will be handled; and,
4. How all applicable Government-mandated security/privacy/rules and regulations as cited in this contract shall be adhered to by the contractor and/or subcontractor(s).

This proposed plan is subject to review and approval by the government and award will not be made prior to approval of same.

NOTE: Contractor MUST submit security control plan within an hour from the "Review and Confirm" call.

**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.

**Contractor must comply with both IRS Privacy and Security Requirements and GPO Security/PII Requirements.**

## **SECTION 7 – QUALITY ASSURANCE**

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

Product Quality Levels:

- (a) Printing Attributes -- Level IV.
- (b) Finishing Attributes -- Level IV.

Inspection Levels (from ANSI/ASQC 21.4):

- (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	Ok'd proofs/Furnished electronic files
P-8. Halftone Match (Single and Double Impression)	Furnished electronic files
P-9. Solid and Screen Tint Color Match	Pantone Matching System

## **SECTION 8 – OFFERS (BIDS):**

Offers must include the cost of all materials and operations for the total quantity ordered in accordance with these specifications.

Transportation charges are NOT a factor in determining award.

**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 pre-award survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract. As part of the financial determination, the low contractor 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 a timely manner may result in the Contracting Officer not having adequate information to reach an affirmative determination of responsibility.

**PAYMENT:** Submitting invoices for payment via the GPO fax gateway (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>.

Bidder must state in the bid, the location (city and state) of the plant(s) from which this product will be shipped. Award will be made to the low responsible offeror whose offer is determined to be fair and reasonable. Bidder must fill out, initial/sign as indicated on pages 29 and 30 of these specifications.

**8.1** Company name, address, contact name and telephone number, and production function of subcontractor(s), if any, who will perform on this contract.

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**8.2** Location of shipping point/staging area:

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**8.3** Location of Post Office from which copies will be mailed:

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**8.4** Name of Contact person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_ Email address (required) \_\_\_\_\_

**8.5** At the same time invoice and associated documentation is submitted to GPO for payment, contractor **MUST** email a copy to [Andre.J.Jones@irs.gov](mailto:Andre.J.Jones@irs.gov).

**JACKET NUMBER**                      **BID PRICE:**                                              **ADDITIONAL/M**

**Jacket 428-042:**                      \$ \_\_\_\_\_                      **Additional Rate:** \$ \_\_\_\_\_

**BID PRICE AFTER DISCOUNT:** \$ \_\_\_\_\_

**DISCOUNTS:** Discounts are offered for payment as follows: \_\_\_\_\_ Percent, \_\_\_\_\_ calendar days. See Article 12 "Discount" of solicitation Provision 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 points(s), in exact accordance with specifications.

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

**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 fax or mail, fill out and return one copy.

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

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

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

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

\_\_\_\_\_  
(Signature)                                              (Date)

\_\_\_\_\_  
(Telephone Number)                                              (Email)

Contracting Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_ Certifier: \_\_\_\_\_ 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)

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? | 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?
7b. Have you registered with the Selective Service System?
7c. If "NO," describe your reason(s) in item 16.

Military Service

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

Table with 4 columns: 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?
10. Have you been convicted by a military court-martial in the past 7 years?
11. Are you currently under charges for any violation of law?
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...
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.)



Declaration for Federal Employment\*

Form Approved: OMB No. 3206-0182

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

Additional Questions

- 14. Do any of your relatives work for the agency or government organization to which you are submitting this form?
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.

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.

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.

- 17a. Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_
17b. Appointee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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.

- 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?
18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)?

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, , 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

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

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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](mailto: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.

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

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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](http://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](http://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](http://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](http://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](http://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 ( <i>word "National" or initials "N.A." appear in or after bank's name</i> )	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks ( <i>except national banks, and federal branches/agencies of foreign banks</i> )	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: <a href="http://www.federalreserveconsumerhelp.gov">www.federalreserveconsumerhelp.gov</a> Email Address: <a href="mailto:ConsumerHelp@FederalReserve.gov">ConsumerHelp@FederalReserve.gov</a>
Savings associations and federally chartered savings banks ( <i>word "Federal" or initials "F.S.B." appear in federal institution's name</i> )	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 855-411-2372
Federal credit unions ( <i>words "Federal Credit Union" appear in institution's name</i> )	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.

# Exhibit 4

## Production and Mailing Report

Complete this form daily for each product monitored. Be sure to change the Date Submitted field each day. The QM Submitting field must show the name of the QM submitting this report. The entry in a production operation (printed, imaged, etc.) must be the total for that day and that operation. Do not use commas in the quantities, they format automatically and the total will display in the Cumulative Totals row.

Contractor	City	State
Product(s)	GPO Jacket(s)	
QM submitting	Date submitted	

Date	Printed	Bound/Finished	Imaged	Inserted	Other		Mailed		
Cumulative totals									

Comments (Ex: SC or BMC mail totals or production notes)



# Exhibit 5

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## Instructions for Form 13456, IRS Publishing Postage Report

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**Publishing Specialist Instructions:** Publishing Specialists must complete the fields in the "IRS Use Only" section of the form. Once these fields are complete, use the "Lock IRS Fields" button at the top of the page to lock the fields and allow the "Email" and "Continuation Page" buttons to be visible. Then attach the Form 13456 in a separate email and send it to the contractor.

**Contractor Instructions:** Contractors must complete and submit via email a portable document format (PDF) file to the IRS within three (3) workdays after each turnover of the product to the USPS. Details to fill in the data fields, rename the PDF, and email the PDF are below. Scanned pages of the Form 13456 will not be accepted.

### 1) Fill in contractor and postage data fields

Form 13456 is provided as a fillable PDF file. Each field for the contractor to complete is listed below with specific instructions as needed.

- **Name of contractor**
- **Contact person at contractor's office**
- **Telephone number of contact person**
- **Email address of contact person**
- **Mailing start date:** The date the first piece is mailed
- **Mailing end date:** If not all pieces were sent on the start date, this is the date the last piece is mailed
- **Mailings: (Optional).** Check this box to note there will be multiple mailings
- **Wave: (Optional).** Check this box to note that the multiple mailings will be sent in "waves". Use the blank fields next to this check box to distinguish the number of current wave from the number of total waves.
- **Zip Code:** The ZIP code of the post office from which pieces are mailed
- **Date on Mailing Statement:** The mailing date on the postage statement
- **Pieces Mailed:** The number of envelopes, containers, or cartons, etc., that is mailed
- **Copies Mailed:** The total number of items *inside* each envelope, container, or carton, etc., that is mailed
- **Postage Amount:** The total dollar amount listed on each postage statement
- **Postage Statement Type:** Use the pull down menu to designate which type of postage statement (i.e. USPS Form 3602, 3602-R, 3605, 3600, 3607R) was used.

Form 13456 must contain only postage information for the IRS requisition number at the top of the form. Contractor **must not** combine postage associated with multiple print order/requisition numbers on a single form.

If all the lines on the front of Form 13456 are filled in, use the "Add New Mailing Rows" button to add another row of data fields.

### 2) Electronically attach postage statements to Form 13456

Use the "Add Attachment" button at the bottom of Form 13456 to attach postage statement copies. This PDF file must contain the front page of Form 13456 and all continuation sheets (if applicable); and, copies of all postage statements that are associated with the requisition number listed on Form 13456. This results in a new PDF.

### 3) Rename the new PDF as per the contract specifications

Prior to emailing the new PDF file, the contractor must rename the file. The PDF file must be named using nine (9) digits of the IRS Requisition Number, the first five (5) digits of the Post Office Zip Code, Mailing start date (MM/DD/YY), Mailing end date (MM/DD/YY) and .pdf (see below).

**Example:** For requisition number 20YY-12345, the file name will be: 20YY-12345\_16625\_01-02-YY\_01-15-YY.pdf.

In the event the "mailing start date" and the "mailing end date" are the same, the contractor must enter the same date twice in the renamed file (see below).

**Example:** For requisition number 20YY-18345, the file name will be: 20YY-18345\_16625\_01-02-YY\_01-02-YY.pdf.

### 4) Email the new PDF (Form 13456 with all attached postage statements)

Use the "Email to IRS . . ." button on the front of Form 13456 to email the PDF to:

- [postage@publish.no.irs.gov](mailto:postage@publish.no.irs.gov); and, to the
- Publishing Specialist's email address

The PDF file should be sent in a single email when possible. The total file size of the email must be 10 MB or less. If the file size is larger than 10 MB, the contractor must create multiple PDF files, and add a suffix to the end of each file name starting with the letter "a" then "b", etc. (i.e. 20YY-18345\_16625\_01-02-YY\_01-15-YYa.pdf).

The contractor is responsible for the accuracy of the information returned to the IRS. Any delay or missing data could result in a delay of payment.

## EXHIBIT 6

### Read Prior to Producing or Labeling Cartons

**Labels MUST be generated from the PDF file provided. Handwritten updates are not allowed on any label. If these instructions are not followed, the Contractor will be held responsible for all re-labeling charges.**

#### Section I – Prior to Producing Label

- 1) Contact the IRS for a new carton label if any of the following fields are blank when the label is received:  
(a) Catalog number, (b) Revision, (c) Requisition number, (d) Product number, or (e) Product title.
- 2) Fields for Contractor to Update Electronically: (a) Carton # of # (see number Section I, 3 below); (b) From address; (c) To address (see exception under Section II, 2, Cartons via Small Package Carrier (SPC) below); and (d) Carton quantity (if carton quantity is blank, it must be updated with the correct packing quantity).
- 3) Automated Carton # of # fields: To print the correct number of labels for each address with sequential carton numbers, input the total number of cartons in second # field and press "Print Labels" button. **Warning: Once the print button is pressed, printing cannot be canceled. Be sure all information is correct prior to printing.**
- 4) Printing: Labels must be produced same-size in black ink on white paper.
- 5) Proof: An electronic proof of the label may be required if indicated on the contract or print order.

#### Section II – Labeling for Shipment

- 1) Cartons: All cartons must have IRS shipping label affixed to one end of the carton only (never on top, long-side, or bottom).
- 2) Cartons via Small Package Carrier (SPC): Affix SPC label to top of carton on edge nearest to IRS label. If shipping via SPC to the IRS National Distribution Center, leave the "To (Consignee)" address field blank.
- 3) Small SPC packages/boxes/envelopes via SPC: Affix IRS label to front of package and SPC label to the back. This includes advance distributions and IRS samples.

cut here \_\_\_\_\_ cut here

Phaser 7300DX - Room 61	<b>Print Labels</b>	<b>SAVE AS</b>	<b>RESET</b>
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### Carton Shipping Label

Department of the Treasury <b>Internal Revenue Service</b>		Publishing analyst	Phone number	Carton #	of # <b>1</b>
GPO Jacket number		Print order number	Program number		
From (Contractor name and address)			To (Consignee)		
Catalog number	Revision (YYYY-MM-DD)				
Product number (Form, Document, Publication, etc)			Product title		
Carton quantity	Requisition number (YY-nnnn)				

Form 6153 (Rev. 3-2006)      Catalog Number 62724N      Department of Treasury - Internal Revenue Service

Phaser 7300DX - Room 61	<b>Print Labels</b>	<b>SAVE AS</b>	<b>RESET</b>
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