

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE WASHINGTON, D.C. 20224

SMALL BUSINESS/SELF-EMPLOYED DIVISION

September 28, 2009

Carl Malamud Public.Resource.Org 1005 Gravenstein Highway North Sebastopol, CA 95472

Dear Mr. Malamud:

This letter responds to your Freedom of Information Act request dated May 20, 2009, received in our office on June 1, 2009.

You asked for copies of the following:

 Any memoranda or budgetary documents that detail the total amount actually spent or the amount budgeted to be spent by the IRS to access the PACER system run by the Administrative Office of the Courts.

 Any agreements, contracts, or memoranda of understating between the IRS and the Administrative Office of the Courts governing access to the PACER

system by IRS staff.

 Any memoranda or other documents from IRS management to IRS lawyers asking them to curtail, limit, or otherwise ration their use of the PACER system due to cost considerations.

 Any contracts, memoranda, or budgetary materials detailing the specific agreements and amount of money spent by the IRS with commercial legal information providers such as Thomson WestLaw or the ReedElsiveir LexisNexis service.

Of the 1689 pages located in response to your request, I am enclosing 1650 pages. 171 pages are hardcopy and 1479 pages are on the enclosed CD. I am withholding one (1) page in part and 39 pages in full under FOIA Exemption (b)(6).

The enclosed CD was produced with software that applies a password. The password is: *!FOIA2009870-jun2009*. Enter it when prompted as you are opening the file. Be aware that the password is case sensitive.

Exemption (b)(6) exempts from disclosure files that, if released, would clearly be an unwarranted invasion of personal privacy. These include medical, personnel, and similar files. We base the determination to withhold on a balancing of interests between the protection of an individual's right to privacy and the public's right to access

government information. The Supreme Court ruled that Congress intended the "similar files" provision to be construed broadly, so that all information which applies to a particular individual qualifies for consideration under exemption (b)(6). In balancing the public's right of access to information about individuals, the Supreme Court noted that the public's right is in knowing how the agency operates. Because the names of individuals will not shed insight into the agency's operations, and release of the names could lead to unsolicited communications or harassment, the IRS determined here that the privacy rights of the individuals prevails.

We are granting your request to waive fees associated with this response.

This constitutes a partial denial of your request. I have enclosed Notice 393 explaining your appeal rights.

If you have any questions please call Disclosure Tax Law Specialist Valerie Barta, ID # .245581, at 512-499-5211, or write to: Internal Revenue Service, Mail Stop 7000 AUS, 300 E. 8th Street, Austin, Texas 78701. Please refer to case number 50-2009-00870.

Sincerely,

Marie A. Twarog

Marie a. Juarog

Disclosure Manager

Headquarters (HQ) Disclosure Office

Enclosures

Information on an IRS Determination to Withhold Records Exempt From The Freedom of Information Act – 5 U.S.C. 552

Appeal Rights

You may file an appeal with the Internal Revenue Service (IRS) within 35 days after we (1) deny you access to a record in whole or in part; (2) have made an adverse determination as to your category as a requester; (3) deny your request for a fee waiver or reduction; or (4) have advised you that no records responsive to your request exist. You may file an appeal within 10 days when a request for expedited processing has been denied.

Your appeal must be in writing, must be signed by you, and must contain:

Your name and address,
Description of the requested records,
Date of the request (and a copy, if possible),
Identity of the office and contact on the response letter, and
Date of the letter denying the request (and a copy, if possible)

Mail your appeal to:

IRS Appeals
Attention: FOIA Appeals
5045 E. Butler Ave.
M/Stop 55203
Fresno, California 93727-5136

Judicial Review

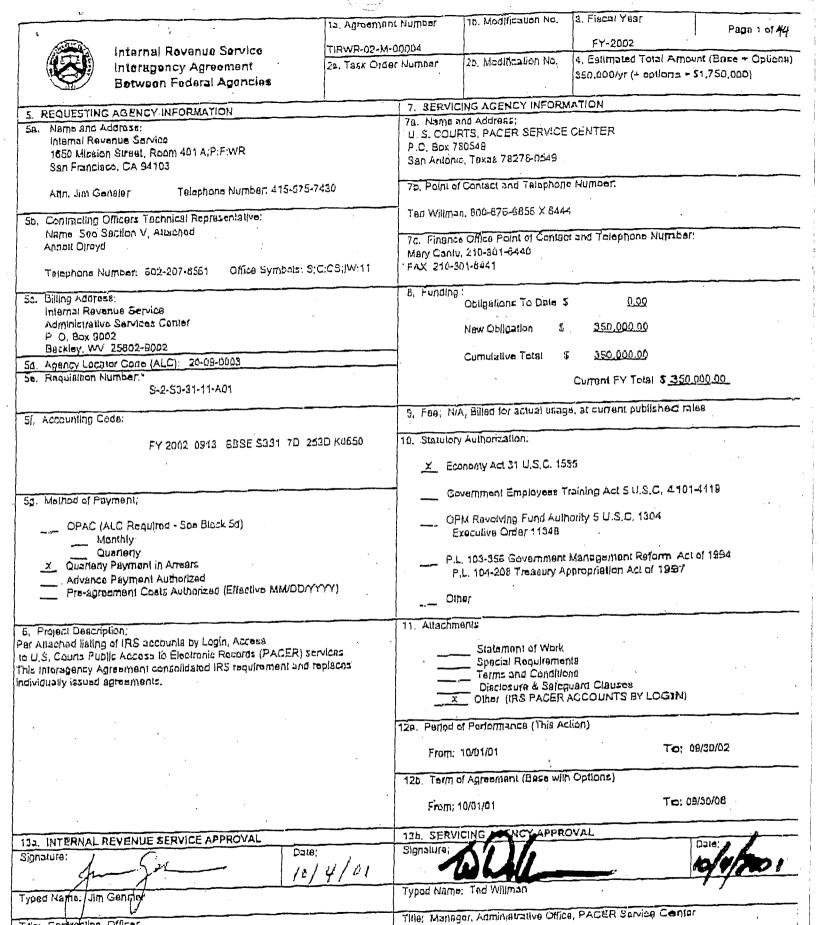
If we deny your appeal, or do not address an issue raised in your appeal within 20 days (excluding Saturdays, Sundays, or legal public holidays) after the date we receive your appeal, you may file a complaint in United States District Court in the district in which (1) you reside; (2) your principal place of business is located; (3) the records are located; or (4) the District of Columbia. A complaint may be filed within 10 days (excluding Saturdays, Sundays, or legal public holidays) after the date we receive your appeal if your appeal is from an adverse determination of a request for expedited processing. If you choose to file suit before receipt of a final determination by the Appeals office, the administrative appeals process may cease.

The rule for effecting service of judicial process upon the Internal Revenue Service is set forth in Federal Rule of Civil Procedure 4(i). In addition to service upon the United States, as set forth in Rule 4(i)(1), service must be made upon the Internal Revenue Service by registered or certified mail as set forth in Rule 4(i)(2)(A). The address of the Internal Revenue Service is: Internal Revenue Service, Attention CC:PA,1111 Constitution Avenue, N.W., Washington, D.C. 20224.

Exemptions

The Freedom of Information Act, 5 U.S.C. 552, does not apply to matters that are:

- (b)(1) specifically authorized under criteria established by an Executive order to be kept secret in the interest of national defense or foreign policy and are in fact properly classified under such executive order.
- (b)(2) related solely to the internal personnel rules and practices of an agency;
- (b)(3) specifically exempted from disclosure by statute (other than section 552b of this title), provided that the statute



Form 12270 (Rev. 04-2001)

Title: Corkrecting Officer

Cal. No. 27914H

Department of the Tremsury - Internal Revenue Service

Line Item No.	Descrip	otion of Su	pplies/Services		Qty	U/I	Unit Price	Total
0001	FY 02 estimated funding for PACER servcies under consolidated interagency agreement.			1.00	LO	NTE 245,640.68	245,640.68	
	Accounting	g and App	ropriation Data:	·				
	Fund	Plan	Cost Center	Cost	Fun Area	ctional 1	Material Group	Internal Order
	02020913 D	SBSE	S331000		7D		R423I	K0650
	PR #: S-2-S	33-31-11-A	01					\$245,640.68
0002	consolidate Interagency 00004 for the Perf 10/1/2002 t shown in th	d Agreemen ormance Pe o 9/30/2000 e agreemer ed \$323405 tual cost fo	3, at the rates at, total estimated, 5.00 for the period		1.00	LO	NTE 323,405.00	323,405.00
	Accounting	and Appr	opriation Data:					
	Fund	Plan	Cost Center	Cost	Func Area	tional	Material Group	Internal Order
	03030913 D	SBSE	S335000		7D		R423I	K0650
	PR #: S-3-S	3-31 - LL-A	01					\$323,405.00
	& 0005 FOI	R THE RES	14 CLOSES OUT SPECTIVE FISCA GE IN CLINS 00	AL YEA	RS. EXT	STIMATI ENSION	ED BALANCES ON C S SHOW ACTUAL U	LINS 0003, 0004 SAGE FOR THE
0003	consolidated TIRWR-02- 10/1/03 - 9/3	I Interagend M-00004 f 30/04, at the nt, total AC	RVICES under by Agreement or the period e rates shown in CTUAL COST period.		1.00	LO .	NTE 408,145.91	408,145.91
	Receipt and performed b 209-4348.		e will be andolph, 713-					
	Accounting	and Appr	opriation Data:		•			

	Fund	Cost Center	Functional Area	Material Group	Internal Order
	04040913 D	S39C000	7D	R423B	# 100 1 1 # O1
	PR #: S-4-S3-3B-	X8-A01			\$408,145.91
	ACTUAL COST	FOR FY-05 \$553,748.05	,		
0004	CONSOLIDATE AGREEMENT #7	E SERVICE UNDER D INTERAGENCY TIRWR02M00004 11/2004 - 9/30/2005).	1.00 LO	NTE 553,748.05	553,748.05
	Accounting and	Appropriation Data:			
	Fund	Cost Center	Functional Area	Material Group	Internal Order
	05050913	S33B051	7D	R423B	K.0650
	D PR #: S-5-S3-3B-	X8-A00		•	\$553,748.05
	ACTUAL COST	•			
0005	CONSOLIDATE: AGREEMENT #' FOR FY-06. Peri 10/01/2005 - 09/3 Estimated funding change in establis	E SERVICE UNDER D INTERAGENCY FIRWR02M00004 iod of Performance 0/2006. NTE g for FY-06. No hed commercial rate of ler this agreement.	1.00 EA	NTE 781,166.66	781,166.66
	Accounting and	Appropriation Data:			
	Fund	Cost Center	Functional Area	Material Group	Internal Order
	06060913 D	S70F555	7D	R423B	K0650
					\$781,166.66

PR #: S-6-S3-3B-X8-A00

Section C

C.1 pacer.rtf

MASTER AGREEMENT BETWEEN

THE INTERNAL REVENUE SERVICE
AND
PACER SERVICE CENTER

SECTION I - TERM OF AGREEMENT

The master agreement shall be effective from 10/01/2001 and shall remain in effect until 9/30/2006, including options, or until terminated in accordance with the terms of this agreement.

SECTION II - STATEMENT OF WORK

This agreement establishes electronic retrieval service and consolidated reimbursement relationships between the PACER Service Center and the Internal Revenue Service. In an effort to maximize the utilization of existing resources and facilities of each agency the single-consolidated agreement replaces the multiple Interagency Agreements previously issued by separate IRS offices. Furthermore, this agreement sets up a single point for submitting invoices IRS-wide. Therefore, the PACER Service Center will permit the Internal Revenue Service to retrieve case summaries and docket information through use of Public Access to Court Electronic Records, hereafter referred to as PACER. The dial-in and Internet service provided through PACER will allow the IRS to retrieve electronic case summaries and docket information via computer or terminal via the Internet. PACER will allow for case and docket information to be transmitted to IRS users, ready to be printed on local IRS printers or downloaded into IRS systems. PACER will provide the latest docket entries and case information so that the IRS users can track the progress of cases. This agreement will also encompass case research and data retrieval from the Case Management/ Electronic Case Files (CM/ECF) system accessed with PACER logins and billed by PACER, and any future services offered by PACER. Hours of Operation: PACER is accessible seven days a week.

SECTION III - PRICE AND FUNDING

Internal Revenue Service's authority to enter into this agreement is the Economy Act, therefore, PACER is limited to recovery of actual usage incurred by IRS access to the system. Current

pricing for PACER services is:

Internet Access: \$0.07 per Internet page downloaded

Dial-In Access: \$0.60 per minute

These unit prices are the current published prices offered by PACER, and are subject to change if and when PACER publishes new commercial prices.

This agreement obligates \$350,000 for the period 10/01/01 to 9/30/02 as a funded estimate of FY-02 usage. . Services are ordered by users via login and password and are billed at the rates shown above. There is no minimum or maximum amount usage level. IRS will monitor usage and fund accordingly for this and each subsequent year by issuance of modifications to the agreement. IRS recognizes that the PACER program, being an "online access system" which authorizes access by login and password, is not set up to monitor the IRS funded estimate. IRS shall ensure that the stated ceiling is sufficient to cover any access to the PACER system, and will obligate issue additional funding as required by modification to the agreement. In accordance with the limitation on obligating funds imposed by the Economy Act, the governing authority for IRS to enter into this agreement, the IRS will de-obligate any remaining each current year funding after payment of the fourth quarter invoice that year, and obligate new fiscal year funding each year.

SECTION IV - BILLING INSTRUCTIONS

PACER shall submit itemized invoices quarterly to the IRS COTR/PACER Coordinator. The quarterly invoice shall contain the following information: (1) Master Agreement Number TIRWR-02-M-00004, (2) complete appropriation data, including IRS accounting codes; and (3) a detailed explanation of the expenses incurred in the specified reporting period. This quarterly billing will be submitted as a master statement of total IRS usage for the period, and will include a breakdown by each account, itemizing each account usage. Accounts will be sorted into groups using an eight-character field provided by the IRS COTR.

SECTION V - RESPONSIBILITIES

a. The IRS Contracting Officer will perform the duties of the

Contracting Officer's Technical Representative (COTR) at his time, pending the appointment of a COTR. The IRS PACER Coordinator is Annett Olroyd, 210 East Earll Drive, Phoenix, AZ 85012, Telephone 602-207-8561.

- b. The PACER Contact / Project Manager is Ted Willman, PACER Service Center, P.O. Box 780549, San Antonio, Texas 78278-0549, Telephone 800-676-6856 x6444.
- c. Both COTRs shall be responsible for technical oversight of the specified product or service as set forth in the Statement of Work. Only the IRS Contracting Officer and the designated PACER signatory have the authority to make changes to the terms of this agreement, which will be made by issuance of bilateral modification to this agreement.

SECTION VI - PROVISIONS AND CLAUSES

- 1. Definitions. For purposes of this agreement, "IRS" means the Internal Revenue Service or any duly authorized representative thereof, and "Agency" means the servicing agency stated in the agreement or any duly authorized representative thereof.
- 2. Authority. The authority for IRS to enter into this agreement is the Economy Act, 31 U.S.C. 1535, as implemented by Federal Acquisition Regulation Subpart 17.5; All acquisitions made under this agreement shall comply with the Competition in Contracting Act (CICA), P.L. 98-369.
- 3. Prompt Payment. The PACER Service Center may not assess IRS for any prompt payment interest charged to the servicing agency because of the servicing agency's delayed payment to contractors providing service under this agreement.
- 4. Dispute Resolution. Nothing in this agreement is intended to conflict with current IRS or Treasury directives. However, should any of the terms of this agreement be determined to be inconsistent with existing directives, the provisions of this agreement shall govern until such inconsistency is resolved. Should disagreement arise as to the interpretation of the provisions of this agreement or revisions thereto that cannot be resolved between the PACER Program Office and the IRS COTR, the area(s) of disagreement will be reduced to writing by each agency and presented to the Manager of the PACER Service Center and the IRS Contracting Officer for resolution. If an equitable

settlement cannot be reached at this level, the disagreement will be raised to the Chief of the Electronic Public Access Program of the Administrative Office of the United States Courts and the IRS Director, Procurement for final resolution.

- 5. Termination. This agreement may be terminated at any time by mutual agreement or unilaterally with at least 60-calendar days advance written notice by either party. In the event of such termination, the Pacer Service Center shall be reimbursed to the extent permitted for services actually performed up to the effective date of termination. The PACER Service Center shall also be reimbursed for costs which, in the exercise of due diligence, it is unable to cancel as of the effective date of termination. Such reimbursement shall extend beyond the effective date of termination to a date not later than the date upon which the agreement would have expired if not terminated. The PACER Service Center reserves the right to disable access if payments by the IRS are more than sixty days delinquent. In accordance with the Economy Act, payments made pursuant to termination, shall not exceed the ceiling amount funded in the then current fiscal year.
- 6. Privacy and Security: IRS access to the site is for the purpose of reading and/or downloading public information contained therein., The only information retained by PACER on IRS login and/or current modem numbers is the name of the domain from which the Internet is accessed, and the date and time of access. PACER retains IRS Account information (e.g.: name, address, and phone number) which is provided by IRS when each account is established.

This information is used for billing purposes only. PACER does not give, sell, or transfer any personal information to third parties.

In order to view account specific information, IRS will provide personal identifying information (login and password). This will be used only to verify eligibility to view the specified account. This information is requested to protect from others viewing IRS account specific information.

If IRS sends PACER personal identifying information, for example mailing address, in an electronic mail message requesting information, such information is used solely for responding to requests for information.

PACER will collect information for statistical and billing purposes. This information is kept confidential, and is used only to create billing records, and for such purposes as assessing the number of visitors to the different sections of our site, what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas. All material processed or reproduced pursuant to the maintenance of this agreement shall be treated as confidential.

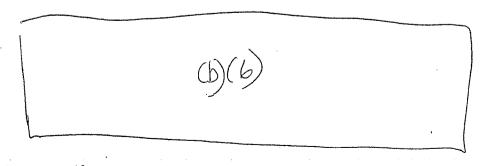
PACER is an Official United States Government System, which may be used only for authorized purposes.

For site security purposes and to ensure that this service remains available to all users PACER employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Unauthorized modification of any information stored on this system may result in criminal prosecution. The Government may monitor and audit the usage of this system, and all persons are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

SECTION VII ATTACHMENTS

1. IRS PACER ACCOUNTS BY LOGIN (10/01/01)

ATTACHMENT: IRS PACER ACCOUNTS BY LOGIN (10/01/01)



	AMENDMENT OF SOLIC	HAHO	N/MODIFICATIO	N OF CONTRACT	50			1	3
	MENDMENT/MODIFICATION NO. 2001		FFECTIVE DATE ee Block 16C	4. REQUISITION/PURCHASE R S-2-S3-31-11-A01 001			5. PROJE	CT NO. (If ap	<u> </u>
6. ISS	SUED BY	CODE	IRS0093B	7. ADMINISTERED BY (If other		1 6)	CODE	Γ	 -
33 1N	EPARTMENT OF TREASURY (DY) TERNAL REVENUE SERVICE, PROCU 3 MARKET STREET, SUITE 1400 IN FRANCISCO , CA 94105-2115	JREMENT	BR _\	See Item 6			3322		
8 NA	ME AND ADDRESS OF CONTRACTOR (No.	Ctroot	17/0		<u> </u>				
. PA	CER SERVICE CENTER 00022390 BOX 780549		iy, Siale and ZIP: Code)		(x)	9A. AMENDM			NO.
	N ANTONIO, TX 78278-0549					9B. DATED (S	ee iien 11	,	
TE.	D WILLMAN				x		02-M-0000	14	ORDER NO.
CODE			FACILITY CODE		4	10B. DATED (3)	
	11 7	HIS ITE	M ONLY ADDLIES	TO AMENDMENTS OF S	01.10				
☐ Th	ne above numbered solicitation is amend	ded as set	forth in Item 14. The ho	ur and date specified for receipt of	OLIC	is exte	inded [xtended.
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		s not,		this document and return		ies to the iss	suing offic	e.	
See S	CRIPTION OF AMENDMENT/MODIFICATION F30 Continuation Sheet	l (Organized	by UCF section headings, in	ncluding solicitation/contract subject ma	ter when	e feasible.)			
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cept at p	provided herein, all terms and conditions of the ME AND TITLE OF SIGNER (Type or print	document r	eferenced in Item 9A or 10A,	as heretofore changed, remains uncha	nged and	d in full force and	d effect.		
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B. CON	NTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERIC				. DATE SIG	- NED
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	01-152-8070 EDITION LINUSABLE		30-10			STANDA	RD FORM	1 30 (REV.	10-83)

OMB Control No. 1505-0080

SF30 CONTINUATION SHEET

Modification #1 is issued to:

- A. Deobligate excess funding on estimated PACER usage for FY-02. LI0001 is decreased from \$350,000. by \$118,000. to \$232,000., and
- B. Notify Contractor of administrative change in Contracting Office address and Phone number (see blocks 6 & 16).

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
0001	FY 02 estimated funding for PACER servcies under consolidated interagency agreement.	1.00	LO	NTE 232,000.00	232,000.00

AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE D See Block 16		4. REQUISITION/PURCHASE F S-3-S3-31-LL-A01 000	EQ. NO.		5. PROJEC	CT NO. (If ap	plicable)
6. ISSUED BY	CODE IRS0093B		7. ADMINISTERED BY (If other	than Item	6)	CODE	···-	
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROC 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	CUREMENT BR		See Item 6			·		
3. NAME AND ADDRESS OF CONTRACTOR (N	o, Street, county, State and	I ZIP: Code)		(x)	9A. AMENDM	JENT OF SO	LICITATION	NO
PACER SERVICE CENTER 000223 PO BOX 780549 SAN ANTONIO, TX 78278-0549	, ,			(^)	9B. DATED (
TED WILLMAN		ř		x	10A. MODIFIC	CATION OF (ORDER NO.
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Prescribed by GSA FAR (48 CFR) 53.243

SF30 CONTINUATION SHEET

SEE CONTINUATION SHEET

Modification #2 is issued to:

A.

Fund the agreement for the period 10/01/02 to 09/30/03 (FY-03), as option period 1 of the agreement. Services provided during this period shall be paid using this line item (0002) funding.

FY-03 Funding:

From \$0.00

By: \$245,000.00

To: \$245,000.00.

IAG Total Funding (from inception):

From \$232,000.00 By: \$245,000.00

To: \$477,000.00.

B.

Update SECTION V (a.) RESPONSIBILITIES of the Agreement. Change in IRS Personnel:

Effective 10/01/02, The IRS PACER Coordinator responsibilities will be performed by Clarice Randolph, 1919 Smith Street, Houston, TX 77002. Telephone 713-209-4348.

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
	PACER ON LINE SERVICE under consolidated Interagency Agreement #TIRWR-02-M-00004 for the Performance Period from 10/1/2002 to 9/30/2003, at the rates shown in the agreement, total estimated, not-to-exceed \$245,000 for the period.	1.00	. LO	NTE 245,000.00	245,000.00

AMENDMENT OF SOLI	CITATIC	N/MODIFICATION	ON OF CONTRACT	1. CON	NTRACT ID COD	E	PAGE O	F PAGES
2. AMENDMENT/MODIFICATION NO. 0003	- 1	EFFECTIVE DATE 11/08/2002	4. REQUISITION/PURCHASE F S-2-S3-31-11-A01 002	REQ. NO.		5. PROJE	CT NO. (If ap	pplicable)
6. ISSUED BY	CODE	IRS0093B	7. ADMINISTERED BY (If other	than Iten	n 6)	CODE		
DEPARTMENT OF THE TREASURY (I Internal Revenue Service, Procurement 333 MARKET STREET, A:P:F:W, Suite SAN FRANCISCO, CA 94105-2115	Br		See Item 6					
Jim Gensler 415-848-4717								
8. NAME AND ADDRESS OF CONTRACTOR (N	o. Street, cou	nty, State and ZIP: Code)		(x)	9A. AMENDM	ENT OF SC	LICITATION	NO.
PACER SERVICE CENTER 000223 PO BOX 780549	90			"	9B. DATED (S		,	
SAN ANTONIO, TX 78278-0549			•		SO. DATED (C	SEE TIENT	')	
TED WILLMAN 80067668566444	•			-	10A. MODIFIC	CATION OF	CONTRACT	OBDED NO
				x		02-M-0000		JADEN NO.
•			•	^	10B. DATED	SEE ITEM 1	(3)	
CODE		FACILITY CODE		-	10/04/20		,	
11.	THIS IT	EM ONLY APPLIES	S TO AMENDMENTS OF S	SOLIC	ITATIONS			
The above numbered solicitation is ame	ended as se	t forth in Item 14. The h	our and date specified for receipt of	of Offers	is exte		is not ex	xtended.
Offers must acknowledge receipt of this ame	endment pri	or to the hour and date s	specified in the solicitation or as an	nended,	by one of the	following r	methods:	
(a) By completing Items 8 and 15, and return By separate letter or telegram which include FHE PLACE DESIGNATED FOR THE REC virtue of this amendment you desire to chan o the solicitation and this amendment, and i	CEIPT OF (DFFERS PRIOR TO TH	d amendment numbers. FAILUR IE HOUR AND DATA SPECIFIED	E OF Y	OUR ACKNO	WLEDGM	ENT TO BE	RECEIVED A
2. ACCOUNTING AND APPROPRIATION DATA	(If required)		and data specimed.		· · ·			
2002 0913 SBSE S331 7D 253D K065								
13. THIS	ITEM AF ODIFIES	PPLIES ONLY TO I	MODIFICATIONS OF COM ORDER NO. AS DESCRIE	ITRAC	CTS/ORDE	RS,		
A. THIS CHANGE ORDER IS ISSUED PU						TPACT ORF	DED NO IN IT	
B. THE ABOVE NUMBERED CONTRACT. ITEM 14, PURSUANT TO THE AUTHO	ORDER IS M	IODIEIED TO BEEL ECT THI	*					
X C. THIS SUPPLEMENTAL AGREEMENT I			HORITY OF EAR 42 402 (-)(2)	·				
D. OTHER Specify type of modification and		THE PERSONNE TO AUTE	10KITT OF: FAR 45.105-(a)(5).					
The transfer of the state of th	authority)							
. IMPORTANT: Contractor	is not,	is required to sign	n this document and return _	cor	oies to the is	suina offi	Ce	
DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Organize	d by UCF section headings,	including solicitation/contract subject ma			Junia Om		
Modification #3 is issued to increase FY-02	funding to	cover 4th Quarter FY-02	Charges over Estimate:		,			
Previous Total FY 02		\$232,00	00.00				•	
Mod #2 FY-02 Increas	e	+ 13,64	40.68					
Revised FY-02 Total		\$245,64						
1.10110001 1 02 10101		Ψ240,04	10.00					
_ , , , , , , , , , , , , , , , , , , ,			•					
Total for IAA (FY-02 &		,	,640.00					
cept at provided herein, all terms and conditions of the NAME AND TITLE OF SIGNER (Type or page 1)	he document rint)	referenced in Item 9A or 10	A, as heretofore changed, remains unch 16A. NAME AND TITLE OF CON				int)	
, , , , , , , , , , , , , , , , , , ,	,		1					
3. CONTRACTOR/OFFEROR		15C. DATE SIGNED	JIM G GENSLER 415-8		PROCUR	 •		
Tribit andit		100. DATE SIGNED	16B. UNITED STATES OF AMER	ICA		1160	C. DATE SIG	iNEU
			BY					•
(Signature of person authorized to sign	1)	<u> </u>	(Signature of Contr	acting O	fficer)			
N 7540-01-152-8070		30-	105		STANDA	RD FOR	M 30 (REV	10-831

OMB Approval 2700-0042

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
0001	FY 02 estimated funding for PACER services under consolidated interagency agreement.	1.00	LO	NTE 245,640.68	245,640.68

AMENDMENT/MODIFICATION NO. 0004		FECTIVE DATE	4. REQUISITION/PURCHASE I	REQ. NO		5. PROJE	ECT NO. (If applicable)
6. ISSUED BY		ee Block 16C RS0093B	S-3-S3-31-LL-A01 001 7. ADMINISTERED BY (If other	than ttan	- 61	0000	
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PRO 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	_		See Item 6	tnan iten	пој	CODE	
Jim Gensler 415-848-4717		g .	,				
8. NAME AND ADDRESS OF CONTRACTOR (/	lo Street count	y State and ZIP: Code)			Tot were		
PACER SERVICE CENTER 00022: PO BOX 780549 SAN ANTONIO, TX 78278-0549		y, otate and _{ ii . God e)		(x)	9B. DATED (DLICITATION NO.
TED WILLMAN 80067668566444					}		
	·			x	1	02-M-0000	CONTRACT/ORDER NO. 04
CODE		FACILITY CODE		4	10B. DATED		(3)
	THE ITE	<u> </u>	70 1115151515		10/04/20	001	
The above numbered solicitation is am	ended as set	forth in Item 14. The ho	S TO AMENDMENTS OF S	SOLIC	ITATIONS		
Offers must acknowledge receipt of this am	endment prior	to the hour and date s	pecified in the solicitation or as an	or Oriers nended	by one of the	ended, į followina r	is not extended.
By separate letter or telegram which include HE PLACE DESIGNATED FOR THE REsirtue of this amendment you desire to chard the solicitation and this amendment, and 2. ACCOUNTING AND APPROPRIATION DATA 2003 0913 SBSE S335 7D 253D K06.	ige an offer all is received pri	ready submitted, such for to the opening hour	Change may be made by talegree	` 	3 C C I II T I I I C	E IEOTION	1 OF VOLES OFFER 44
			MODIFICATIONS OF CO.	1750 4 4			
IT M	ODIFIES T	HE CONTRACT/	MODIFICATIONS OF CON ORDER NO. AS DESCRIE	IIRA(SED IN	CTS/ORDE	RS,	
A. THIS CHANGE ORDER IS ISSUED PL ORDER NO. IN ITEM 10A.	JRSUANT TO:	FAR 17.5 AND IAG TIF	RWR02M00004, Section III THE C	HANGES	SET FORTH IN		
B. THE ABOVE NUMBERED CONTRACT ITEM 14, PURSUANT TO THE AUTHO	ORDER IS MO ORITY OF FAR 4	DIFIED TO REFLECT THE 3.103(b).	E ADMINISTRATIVE CHANGES (such	as chang	es in paying offic	e, appropria	tion date, etc.) SET FORTH I
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED IN	ITO PURSUANT TO AUTH	ORITY OF:				
D. OTHER Specify type of modification an	d authority)						7. 7. 7. 7. 7
IMPORTANT							
IMPORTANT: Contractor			n this document and return			ssuing off	îce.
DESCRIPTION OF AMENDMENT/MODIFICATE Modification #0004 is i \$316,015.00, as actual u	ssued t	o increase F	Y-03 funding from	\$24	45.000.C	00 by	\$71,015.00 to
As a result of this modific	ation the	e total agreem	nent to-date total is S	5561	,655.68		
ept at provided herein, all terms and conditions of A. NAME AND TITLE OF SIGNER (Type or p	the document re	eferenced in Item 9A or 10A	A, as heretofore changed, remains unch	anged an	d in full force an	d effect.	
THE OF GIGNER (Type or E	a auj	·	16A. NAME AND TITLE OF CON JIM G GENSLER 415-8				
. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMER				. DATE SIGNED
			BY				
(Signature of person authorized to sig	n)		(Signature of Contr.	acting Oi	ficer)		
l 7540-01-152-8070		30-1	105		STANDA	RD FORM	# 30 (REV. 10-83)

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
0002	PACER ON LINE SERVICE under consolidated Interagency Agreement #TIRWR-02-M-00004 for the Performance Period from 10/1/2002 to 9/30/2003, at the rates shown in the agreement, total estimated, not-to-exceed \$316,015.00 for the period (Reflects nte total through Mod. 0004).	1.00	LO	NTE 316,015.00	316,015.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					1. CONTRACT ID CODE PAGE OF PAGES 1 3					
2	AMENDMENT/MODIFICATION NO. 0005		FFECTIVE DATE ee Block 16C	4. REQUISITION/PURCHASE F S-4-S3-3B-X8-A01 000			5. PROJE	ECT NO. (If ap	plicable)	
6.	ISSUED BY	CODE	RS0093B	7. ADMINISTERED BY (If other	than Item	n 6)	CODE	Υ		
;	DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROCUR 333 MARKET STREET, SUITE 1400 SAN FRANCISCO , CA 94105-2115	REMENT	BR	See Item 6				L		-
,	Jim Gensler 415-848-4717			Ì					,	
1 .8	NAME AND ADDRESS OF CONTRACTOR (No. Str	reet, count	y, State and ZIP: Code)	· · · · · · · · · · · · · · · · · · ·	(x)	9A. AMENDM	ENT OF SC	LICITATION	NO.	
F	PACER SERVICE CENTER 00022390 PO BOX 780549 SAN ANTONIO, TX 78278-0549				(1)	9B. DATED (S	EE ITEM 1	1)		
7	FED WILLMAN 80067668566444				x	10A. MODIFIC	ATION OF 02-M-0000		ORDER NO.	
						10B. DATED (SEE ITEM 1	13)		
COL	DE .		FACILITY CODE		7	10/04/20	01			
	11. TI-	IIS ITE	M ONLY APPLIES	TO AMENDMENTS OF S	SOLIC	ITATIONS				
$\overline{\sqcap}$	The above numbered solicitation is amende						nded	ic not o	ktended.	
	rs must acknowledge receipt of this amendn								Kienaea.	
Dy S THE virtu	By completing Items 8 and 15, and returning separate letter or telegram which includes a PLACE DESIGNATED FOR THE RECEIF e of this amendment you desire to change a e solicitation and this amendment, and is rec	referenc PT OF O an offer a	e to the solicitation and FFERS PRIOR TO THE ready submitted, such a	d amendment numbers. FAILUR E HOUR AND DATA SPECIFIED Change may be made by telegram	E OF Y	OUR ACKNOV	VLEDGMI	ENT TO BE	RECEIVE	DA
	ACCOUNTING AND APPROPRIATION DATA (If re 1040913D S33B000 7D R423B Net Inc		350,000.00							
				MODIFICATIONS OF CONDRDER NO. AS DESCRIE			RS,			
(x)				······································					· ·	
	THIS CHANGE ORDER IS ISSUED PURSU THE ABOVE NUMBERED CONTRACT/ORD	DER IS MO	DIFIED TO REELECT THE							H IN
X	ITEM 14, PURSUANT TO THE AUTHORITY C. THIS SUPPLEMENTAL AGREEMENT IS EN	OF FAR	13.103(b).			···				
	<u> </u>		TO TO TO ACT TO ACT TO	Order to Ch. Decilott for the linerage	ericy Ag	reenient				
	D. OTHER Specify type of modification and auti	nority)			٠					
Ξ. Ι	MPORTANT: Contractor is	not,	x is required to sign	n this document and return	_1 co	pies to the is	ssuing of	fice.		
4. D	ESCRIPTION OF AMENDMENT/MODIFICATION (Organized	by UCF section headings, i	including solicitation/contract subject ma	atter whei	re feasible.)				
SI	EE CONTINUATION SHE	ET						,		
	•									
			•							
cept	at provided herein, all terms and conditions of the d	locument r	eferenced in Item 9A or 10A	A, as heretofore changed, remains unch	nanged ar	nd in full force and	d effect.			
6A. N	NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CON				rint)		
				JIM G GENSLER 415-8	348-4717	7 / PROCUR	EMENT A	NALYST	•	
B. C	CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMER	RICA		160	C. DATE SIG	GNED	
	(Dim. t			BY			_			
	(Signature of person authorized to sign)		1	(Signature of Contr	acting O	fficer)	_ [

SF30 Comments(Block 14) Continuation Sheet

Modification #0005 is issued to fund the agreement for the period 10/01/03 to 09/30/04 (FY-04). PACER Services provided during this period shall be paid using CLIN 0003, FY-04 funding.

FY-04 Funding:

From \$0.00

By: \$350,000.00

To: \$350,000.00

IAG Total Funding (from inception):

From \$561,655.68

By: \$350,000.00

To: \$911,655.68

Line item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
	Modification #0005				•
0003	PACER ON LINE SERVICES under consolidated Interagency Agreement TIRWR-02-M-00004 for the period 10/1/03 - 9/30/04, at the rates shown in the agreement, total estimated, not to exceed \$350,000 for the period.	1.00	LO ·	350,000.00	350,000.00
	Receipt and Acceptance will be performed by Clarice Randolph, 713-209-4348.				

0006	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE		5. PROJECT NO. (If applicable)
	See Block 16C	S-4-S3-3B-X8-A01 001		
	CODE IRS0093B	7. ADMINISTERED BY (If other	than Item 6)	CODE
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROCUR 333 MARKET STREET, SUITE 1400 SAN FRANCISCO , CA 94105-2115	EMENT BR	See Item 6		
Jim Gensler 415-848-4717				
8. NAME AND ADDRESS OF CONTRACTOR (No. Str	eet, county, State and ZIP: Code)		(x) 9A. AMENDA	MENT OF SOLICITATION NO.
PACER SERVICE CENTER 00022390 7550 IH 10 W, SUITE 600 SAN ANTONIO, TX 782295803			9B. DATED (
TED WILLMAN 80067668566444				,
			1 1	CATION OF CONTRACT/ORDER NO. -02-M-00004
CODE	FACILITY CODE		10B. DATED	(SEE ITEM 13)
11. TH	IS ITEM ONLY APPLIES	TO AMENDMENTS OF S	1 1	
The above numbered solicitation is amende	d as set forth in Item 14. The ho	our and date specified for receipt	of Offers is extended	ended, is not extended.
Offers must acknowledge receipt of this amendm	ent prior to the hour and date s	pecified in the solicitation or as an	nended, by one of the	following methods:
By separate letter or telegram which includes a THE PLACE DESIGNATED FOR THE RECEIP virtue of this amendment you desire to change al to the solicitation and this amendment, and is rec 12. ACCOUNTING AND APPROPRIATION DATA (If rec	TOF OFFERS PRIOR TO THING TO THING TO THING TO THING TO THE PRIOR AS SUBMITTED, SUCH OF THE PRIOR TO THE PRIOR TO THE PRIOR TO THE SOURCE THE S	amendment numbers. FAILUR E HOUR AND DATA SPECIFIEI	E OF YOUR ACKNO	C C C C C C C C C C
2004 0913 SBSE S39C S39C 7D 2527 Net			•	V.
13. THIS ITE	M APPLIES ONLY TO M	MODIFICATIONS OF COM	TRACTS/ORDE	RS,
.(x)		ORDER NO. AS DESCRIE		
A. THIS CHANGE ORDER IS ISSUED PURSUI B. THE ABOVE NUMBERED CONTRACTIONS				
B. THE ABOVE NUMBERED CONTRACT/ORD ITEM 14, PURSUANT TO THE AUTHORITY	OF FAR 43.103(b)	ADMINISTRATIVE CHANGES (such	as changes in paying offic	ce, appropriation date, etc.) SET FORTH
X C. THIS SUPPLEMENTAL AGREEMENT IS EN	TERED INTO PURSUANT TO AUTH	ORITY OF: FAR 17.5		
D. OTHER Specify type of modification and auth	ority)			
<u> </u>				
. IMPORTANT: Contractor X is r		n this document and return		suing office.
. DESCRIPTION OF AMENDMENT/MODIFICATION (C	rganized by UCF section headings, i	ncluding solicitation/contract subject ma	atter where feasible.)	
Due to the FY-04 Budget (made on Modification #00	to modify this ord	by \$320,000. to	\$20,000,00	to cover immediate
requirements. IRS intends	n is passed.	er deberdingly to d	_	ioromontany until tri
requirements. IRS intends FY-04 Treasury Appropriatio	n is passed.	e, deceraingly to a	-	
requirements. IRS intends	n is passed.	o, doceramigif to a		ioromoniany until the
requirements. IRS intends	n is passed.	o, doos, a.i.g.y to a		ioromoniany until tric
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FY-04 Treasury Appropriatio	n is passed.		anged and in full force ar	d effect.
FY-04 Treasury Appropriatio cept at provided herein, all terms and conditions of the dot. NAME AND TITLE OF SIGNER (Type or print)	n is passed.	, as heretofore changed, remains unch 16A. NAME AND TITLE OF CON' JIM G GENSLER 415-8	anged and in full force an TRACTING OFFICER 48-4717 / PROCUR	d effect. (Type or print)
requirements. IRS intends	n is passed.	, as heretofore changed, remains unch	anged and in full force an TRACTING OFFICER 48-4717 / PROCUR	d effect. (Type or print)
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FY-04 Treasury Appropriation FY-04 Treasury Appropriation sept at provided herein, all terms and conditions of the dota. NAME AND TITLE OF SIGNER (Type or print)	N IS PASSED.	, as heretofore changed, remains unch 16A. NAME AND TITLE OF CON' JIM G GENSLER 415-8	anged and in full force an TRACTING OFFICER 48-4717 / PROCUR	d effect. (Type or print) EMENT ANALYST

Prescribed by GSA FAR (48 CFR) 53.243

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
	Per Modification #006, available funding Treasury Appropriation by Congress	is reduced	to \$20,000	0 for FY-04, pending	passage of
0003	PACER ON LINE SERVICES under consolidated Interagency Agreement TIRWR-02-M-00004 for the period 10/1/03 - 9/30/04, at the rates shown in the agreement, total estimated, not to exceed \$350,000 for the period.	1.00	LO	NTE 20,000.00	20,000.00
	Receipt and Acceptance will be performed by Clarice Randolph, 713-209-4348.			•	8

AMENDMENT OF SO	LICITATIO	N/MODIFICATIO	N OF CONTRACT	1. CON	ITRACT ID COE	E	PAGE O	F PAGES
							1	2
2. AMENDMENT/MODIFICATION NO. 0007	ŀ	FFECTIVE DATE se Block 16C	4. REQUISITION/PURCHASE S-3-S3-31-LL-A01 002			5. PROJE	CT NO. (If ap	plicable)
6. ISSUED BY	CODE	IRS0093B	7. ADMINISTERED BY (If other	than Iten	7 6)	CODE	T	
DEPARTMENT OF TREASURY (D' INTERNAL REVENUE SERVICE, P 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	ROCUREMENT	BR	See Item 6					
Jim gensler 415-848-4717								
8. NAME AND ADDRESS OF CONTRACTOR	R (No. Street, coun	y, State and ZIP: Code)		(x)	9A. AMENDA	ENT OF SC	LICITATION	NO.
	22390		•	(*/	9B. DATED (S	<u>.</u>		
TED WILLMAN 8006766856644	4		•					
				x		·02-M-0000)4	ORDER NO.
CODE		FACILITY CODE	·		10B. DATED ((3)	•
	1 THIS ITE		TO AMENDMENTS OF	00110	1			
The above numbered solicitation is						ndod	in pot o	xtended.
Offers must acknowledge receipt of this								Klerided.
By separate letter or telegram which inc THE PLACE DESIGNATED FOR THE virtue of this amendment you desire to c to the solicitation and this amendment, a 12. ACCOUNTING AND APPROPRIATION DA 2003 0913 SBSE S335 7D 253D k	RECEIPT OF O hange an offer a nd is received po ATA (If required)	FFERS PRIOR TO THI lready submitted, such o ior to the opening hour a	E HOUR AND DATA SPECIFIE	D MAY I	RESULT IN E	E JECTION	J OF VOLE	OCCED IF IN
			MODIFICATIONS OF CO	MTP A	TS/OPDE	De		
IT	MODIFIES	THE CONTRACT/	ORDER NO. AS DESCRI	BED IN	ITEM 14.	ro,		
			CHANGES SET FORTH IN ITEM 14					
B. THE ABOVE NUMBERED CONTR ITEM 14, PURSUANT TO THE AU	ACT/ORDER IS MO THORITY OF FAR	DDIFIED TO REFLECT THE 43.103(b).	ADMINISTRATIVE CHANGES (such	as chang	es in paying offic	ce, appropria	ation date, etc.	.) SET FORTH IN
X C. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED I	NTO PURSUANT TO AUTH	ORITY OF: FAR 17.5			-		
D. OTHER Specify type of modification	and authority)							
E. IMPORTANT: Contractor	X is not,	is required to sign	n this document and return _	cor	oies to the is	suing offi	ce.	
4. DESCRIPTION OF AMENDMENT/MODIFIC	ATION (Organized							
Modification # 0007 is the estimate for the pe \$323,405.00	issued to eriod. As	increase the a result CLIN	FY03 funding (CLI) 0002 is increased	N000 from	2) as ac \$316,01	tual u 5.00 l	sage e by \$7,3	exceeded 90.00 to
This modification result from \$581,655.68 by \$7	ts in an i 7,390.00 t	ncrease in the o \$859,045.68	e total funds obliga	ted (all year	s) on	this ag	reement
	•							
cept at provided herein, all terms and condition A. NAME AND TITLE OF SIGNER (Type	s of the.document or print)	eferenced in Item 9A or 10A	A, as heretofore changed, remains und				eine)	
107-						,	,	
B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	JIM G GENSLER 415-		- / PROCUP			DALED
		DATE SIGNED	16B. UNITED STATES OF AME	tiCA		160	C. DATE SIG	5NED
(Signature of person authorized to	sign)		BY(Signature of Cont	racting O	fficer)	_		•
N 7540-01-152-8070		30-1	<u> </u>		<u> </u>	RD FOR	M 30 (REV.	10-83)

OMB CONTO No. 1505-0080

Line Item No.	n Description of Supplies/Services	Qty	U/I	Unit Price	Total
	PACER ON LINE SERVICE under consolidated Interagency Agreement #TIRWR-02-M-00004 for the Performance Period from 10/1/2002 to 9/30/2003, at the rates shown in the agreement, total estimated, not-to-exceed \$323405.00 for the period (Reflects actual cost for the period through Mod. 0007.)	1.00	LO	NTE 323,405.00	323,405.00

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE			5. PROJE	CT NO. (If ap	plicable)	
0008 6. ISSUED BY	See Block 16C	S-4-S3-3B-X8-A01 002						
v. 1030ED DT	CODE IRS0093B	7. ADMINISTERED BY (If other	r tnan Item	6)	CODE			
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROC 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	CUREMENT BR	See Item 6						
Jim Gensler 415-848-4717								
8. NAME AND ADDRESS OF CONTRACTOR (No	. Street, county, State and ZIP: Code)		(x)	9A. AMENDA	IENT OF SO	LICITATION	NO	
PACER SERVICE CENTER 0002239 7550 IH 10 W, SUITE 600 SAN ANTONIO, TX 782295803	·		(*)	98. DATED (S				
TED WILLMAN 80067668566444								
				10A. MODIFIC	02-M-0000		ORDER N	10.
			X	10B. DATED	SEE ITEM 1	3)		
CODE	FACILITY CODE	· · · · · · · · · · · · · · · · · · ·	-	10/04/20		5)		
11.	THIS ITEM ONLY APPLIES	TO AMENDMENTS OF	SOLICI	TATIONS			-	
The above numbered solicitation is ame				is exte	ended,	is not e	ktended.	
Offers must acknowledge receipt of this ame	ndment prior to the hour and date sp	pecified in the solicitation or as a	mended, i			nethods:		
a) By completing Items 8 and 15, and return By separate letter or telegram which include FHE PLACE DESIGNATED FOR THE REC virtue of this amendment you desire to chang o the solicitation and this amendment, and is	es a reference to the solicitation and CEIPT OF OFFERS PRIOR TO THI Se an offer already submitted, such a	d amendment numbers. FAILUF E HOUR AND DATA SPECIFIE Change may be made by telegrap	RE OF YOU	UR ACKNO	WLEDGME	ENT TO BE	RECE	VED A
2. ACCOUNTING AND APPROPRIATION DATA (2004 0913 SBSE S39C S39C 7D 2527					•			
	ITEM APPLIES ONLY TO M	AODIEICATIONS OF CO	NTDAG					
				TEMONE	De			
IT MC	DDIFIES THE CONTRACT/O	ORDER NO. AS DESCRI	BED IN	ITEM 14.	•	ER NO. IN IT	EM 10A.	
A. THIS CHANGE ORDER IS ISSUED PUR	DDIFIES THE CONTRACT/O RSUANT TO: (Specify authority) THE ORDER IS MODIFIED TO REFLECT THE	ORDER NO. AS DESCRI	BED IN	ITEM 14.	TRACT ORD			
A. THIS CHANGE ORDER IS ISSUED PUR B. THE ABOVE NUMBERED CONTRACT/ ITEM 14, PURSUANT TO THE AUTHOR X C. THIS SUPPLEMENTAL AGREEMENT IS	ODIFIES THE CONTRACT/ORSUANT.TO: (Specify authority) THE ORDER IS MODIFIED TO REFLECT THE RITY OF FAR 43.103(b). SENTERED INTO PURSUANT TO AUTH	ORDER NO. AS DESCRI	BED IN	ITEM 14.	TRACT ORD			
A. THIS CHANGE ORDER IS ISSUED PUR B. THE ABOVE NUMBERED CONTRACT/ ITEM 14, PURSUANT TO THE AUTHOR	ODIFIES THE CONTRACT/ORSUANT.TO: (Specify authority) THE ORDER IS MODIFIED TO REFLECT THE RITY OF FAR 43.103(b). SENTERED INTO PURSUANT TO AUTH	ORDER NO. AS DESCRI	BED IN	ITEM 14.	TRACT ORD			
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A. THIS CHANGE ORDER IS ISSUED PUR B. THE ABOVE NUMBERED CONTRACT// ITEM 14, PURSUANT TO THE AUTHOR C. THIS SUPPLEMENTAL AGREEMENT IS D. OTHER Specify type of modification and E. IMPORTANT: Contractor X A. DESCRIPTION OF AMENDMENT/MODIFICATION As the FY-04 Omnibus Apreestablished. As a resulus \$20,000.00 by \$330,000.00 Cept at provided herein, all terms and conditions of the provided herein, all terms and conditions of the provided herein.	ODIFIES THE CONTRACT/ORSUANT TO: (Specify authority) THE ORDER IS MODIFIED TO REFLECT THE RITY OF FAR 43.103(b). BENTERED INTO PURSUANT TO AUTH authority) is not, is required to sign ON (Organized by UCF section headings, is Copropriations Act has alt of this modification, to \$350,000.00.	CHANGES SET FORTH IN ITEM 14 E ADMINISTRATIVE CHANGES (such DORITY OF: FAR 17.5 In this document and return _ Including solicitation/contract subject in NOW passed, fundir the FY-04 Not-To-	cop matter when CEXCEE	item 14. EIN THE CON Is in paying office ies to the is ie feasible.) Iuced of id Estimates d in full force and G OFFICER	suing officent Modinate is	ce. fication increa	#00	orth in
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Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
	MODIFICATION #008 REESTABLISHES TO \$350,000 AS THE APPROPRIATION	FUNDING BILL/BUD(FOR FY-20 SET HAS N	004 FROM \$20,000 B IOW PASSED.	Y \$330,000
	Per Modification #006, available funding is Treasury Appropriation by Congress.	reduced to	520,000 f	or FY-04, pending pa	ssage of
0003	PACER ON LINE SERVICES under consolidated Interagency Agreement TIRWR-02-M-00004 for the period 10/1/03 - 9/30/04, at the rates shown in the agreement, total estimated, not to exceed \$350,000 for the period.	1.00	LO	NTE 350,000.00	350,000.00
	Receipt and Acceptance will be performed by Clarice Randolph, 713-209-4348.		•		

2.	AMENDMENT/MODIFICATION NO.	3. EFF	ECTIVE DATE	4. REQUISITION/PURCHASE RE	Q. NO.		5. PROJECT NO. (If applicable)
	0009	See	Block 16C	S-4-S3-3B-X8-A01 003			
6.	ISSUED BY CO	DE IR	S0093B	7. ADMINISTERED BY (If other th	an Item	6)	CODE
	DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROCUREN 333 MARKET STREET, SUITE 1400 SAN FRANCISCO , CA 94105-2115	MENT B	R	See Item 6	٠		
	Jim Gensler 415-848-4717						•
8. 1	NAME AND ADDRESS OF CONTRACTOR (No. Street,	t, county,	State and ZIP: Code)	<u> </u>	(x)	9A. AMENDM	ENT OF SOLICITATION NO.
	PACER SERVICE CENTER 00022390				-	_	
	7550 IH 10 W, SUITE 600 SAN ANTONIO, TX 782295803					9B. DATED (S	EE ITEM 11)
-	TED WILLMAN 80067668566444					104 MODIEC	ATION OF CONTRACT/ORDER NO.
						1	R-02-M-00004
					X	10B. DATED (SEE ITEM 13)
COI	DE	T	FACILITY CODE		ĺ	10/04/20	,
	11 THIS	SITEN	I ONLY APPLIES	TO AMENDMENTS OF S		ITATIONS	
П	The above numbered solicitation is amended a						nded, is not extended.
	ers must acknowledge receipt of this amendmer			,			· 😐 .
Bý : THE virtu	By completing Items 8 and 15, and returning separate letter or telegram which includes a re E PLACE DESIGNATED FOR THE RECEIPT ue of this amendment you desire to change an one solicitation and this amendment, and is received.	eference OF OF offer alr	to the solicitation and a FERS PRIOR TO THE eady submitted, such ch	amendment numbers. FAILURE HOUR AND DATA SPECIFIED lange may be made by telegram	OF Y	OUR ACKNO\ RESULT IN R	EJECTION OF YOUR OFFER. If by
	ACCOUNTING AND APPROPRIATION DATA (If requir	•					
20	004 0913 SBSE S39C S39C 7D 2527 Net Ir	ncrease	: \$88,414.00				
				ODIFICATIONS OF CON RDER NO. AS DESCRIB			RS,
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUAN	NT TO: (Specify authority) THE C	CHANGES SET FORTH IN ITEM 14 AI	RE MAI	DE IN THE CONT	TRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER ITEM 14, PURSUANT TO THE AUTHORITY OF			ADMINISTRATIVE CHANGES (such a	s chang	es in paying offic	ce, appropriation date, etc.) SET FORTH IN
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTE	ERED IN	TO PURSUANT TO AUTHO	RITY OF: FAR 43.103(a)(3)			
	D. OTHER Specify type of modification and authori	ity)					
 E.	IMPORTANT: Contractor X is no	 ot, Г	☐ is required to sign	this document and return	CO	pies to the is	suina office.
14. E	DESCRIPTION OF AMENDMENT/MODIFICATION (Org					· 	
N P	Modification # 0009 is issue ACER On-Line services (Ceriod 10/01/2003 - 09/30/20	ed to	increase the	FY-04, not-to-exc	eed	estimat	
				•		•	
xcer	ot at provided herein, all terms and conditions of the doc	cument re	eferenced in Item 9A or 10A.	as heretofore changed, remains unch	anged a	and in full force a	nd effect.
	NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONT			
				JIM G GENSLER 415-8	48-471	7 / CONTRA	ACTING/ORDERING OFFICER
5B.	CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERI	CA		16C. DATE SIGNED
		-					,
	(Signature of person authorized to sign)			BY(Signature of Control	actina (Officer)	
	(= g o o por con danier and to digit)			13191101010 01 0011111			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE

OF PAGES

2

Line Item										
No.	Description of Supplies/Services	Qty	U/i	Unit Price	Total					
<i>.</i>	MODIFICATION #0009 INCREASES THE SERVICES FROM \$350,000.00 BY \$88,4 THE ESTIMATED USAGE/PER PAGE CH	14.00 TO S								
	MODIFICATION #008 REESTABLISHES FUNDING FOR FY-2004 FROM \$20,000 BY \$330,000 TO \$350,000 AS THE APPROPRIATION BILL/BUDGET HAS NOW PASSED.									
	Per Modification #006, available funding is Treasury Appropriation by Congress.	reduced to	o \$20,000	for FY-04, pending	passage of					
0003	PACER ON LINE SERVICES under consolidated Interagency Agreement TIRWR-02-M-00004 for the period 10/1/03 - 9/30/04, at the rates shown in the agreement, total estimated, not to exceed \$438,414.00 for the period.	1.00	LO	NTE 438,414.00	438,414.00					
	Receipt and Acceptance will be performed by Clarice Randolph, 713-209-4348.									

	AMENDMENT OF SOLICITAT	ION/MODIFICATIO	N OF CONTRACT	1. CON	TRACT ID COD	E	PAGE 0	F PAG	ES 2
	MENDMENT/MODIFICATION NO. 3	B. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE R S-5-S3-3B-X8-A00 000	EQ. NO.		5. PROJE	ECT NO. (If ap	plicable)	
6. IS	SUED BY COD	E IRS0093B	7. ADMINISTERED BY (If other t	han Item	6)	CODE	:		
IN 33	EPARTMENT OF TREASURY (DY) ITERNAL REVENUE SERVICE, PROCUREME 33 MARKET STREET, SUITE 1400 AN FRANCISCO , CA 94105-2115	NT BR	See Item 6						
Jir	m Gensler 415-848-4717	·							
8. NA	AME AND ADDRESS OF CONTRACTOR (No. Street, o	ounty, State and ZIP: Code)		(x)	9A. AMENDM	ENT OF SO	OLICITATION	NO.	
	ACER SERVICE CENTER 00022390 550 IH 10 W, SUITE 600								
	AN ANTONIO, TX 782295803				9B. DATED (S	EE ITEM 1	1)		
TE	ED WILLMAN 80067668566444			\vdash	10A. MODIFIC	ATION OF	CONTRACT/	ORDER	NO.
				x	í	02-M-000			
	•				10B. DATED (SEE ITEM	13)		· · · · · · · · · · · · · · · · · · ·
CODE		FACILITY CODE			10/04/20	01			
Пт			S TO AMENDMENTS OF S						
	he above numbered solicitation is amended as must acknowledge receipt of this amendment						is not ex	xtendec	1.
THE F virtue to the	completing Items 8 and 15, and returning parate letter or telegram which includes a reference PLACE DESIGNATED FOR THE RECEIPT of this amendment you desire to change an off solicitation and this amendment, and is receive	rence to the solicitation and FOFFERS PRIOR TO THe already submitted, such d prior to the opening hour	d amendment numbers. FAILURE E HOUR AND DATA SPECIFIED change may be made by telegram	OF YO	OUR ACKNON	WLEDGM	ENT TO BE	RECE	IVED AT
050	50913D S33B051 7D R423B K0650 Net Inc								
	13. THIS ITEM A	APPLIES ONLY TO I S THE CONTRACT/	MODIFICATIONS OF CON ORDER NO. AS DESCRIB	TRAC	TS/ORDE	RS,			
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT					RACT OR	DER NO. IN IT	 ГЕМ 10A	
E	B. THE ABOVE NUMBERED CONTRACT/ORDER IS ITEM 14, PURSUANT TO THE AUTHORITY OF F	S MODIFIED TO REFLECT THE							
(C. THIS SUPPLEMENTAL AGREEMENT IS ENTERI	**	HORITY OF:			·.			· · · · · ·
X	 OTHER Specify type of modification and authority) Funding for Continuation under existing agr 							-	
		eement.							
	MPORTANT: Contractor is not,		n this document and return			ssuing of	ffice.		
4. DES	SCRIPTION OF AMENDMENT/MODIFICATION (Organ DIFICATION # 0010 FUNDS THIS AGREEMEN	ized by UCF section headings, T FOR FY-05.	including solicitation/contract subject ma	tter whei	re feasible.)				
AS A	RESULT OF THIS MODIFICATION, OBLIGAT	TON OF FY-05 ESTIMATE	, NOT TO EXCEED FUNDS AVAIL	ABLE I	N THE AMOU	INT OF \$	500,000 IS F	ESTABI	LISHED
FUR	FY-05.								•
	,	·							
	•						•		
	t provided herein, all terms and conditions of the docum AME AND TITLE OF SIGNER (Type or print)	ent referenced in Item 9A or 10.							
271, 147	THE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONT			,	ŕ		
·		·	JIM G GENSLER 415-84		// CONTRA	CTING/O	RDERING C	FFICE	R
B. CC	ONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERI	CA .	-	16	C. DATE SIG	SNED	
			BY						
	(Signature of person authorized to sign)		(Signature of Contra	acting O					
	0-01-152-8070 IS EDITION LINUSABLE	30-	105		STANDA	RD FOR	M 30 (REV.	10-83)	

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
0004	PACER ON LINE SERVICE UNDER CONSOLIDATED INTERAGENCY AGREEMENT #TIRWR02M00004 FOR FY-05 (10/01/2004 - 9/30/2005).	1.00	EA	NTE 500,000.00	500,000.00
	NOTE: PUBLISHED COMMERCIAL RATE INCREASE TO EIGHT CENTS PER PAGE IS AUTHORIZED EFFECTIVE 01/01/2005.				

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REQ. NO		5. PROJEC	T NO. (If ap	2 olicable)
0011	See Block 16C	S-5-S3-3B-X8-A00 00				. 110. [0]	
6. ISSUED BY	CODE IRS0093B	7. ADMINISTERED BY (If other	er than Iten	n 6)	CODE		
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROC 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	CUREMENT BR	See Item 6	-				
Jim Gensler 415-848-4717	,						
8. NAME AND ADDRESS OF CONTRACTOR (NO	. Street, county, State and ZIP: Co	ode)	(x)	9A. AMENDM	ENT OF SOLI	CITATION	NO.
PACER SERVICE CENTER 000223	90		- (1)				
7550 IH 10 W, SUITE 600 SAN ANTONIO, TX 782295803				9B. DATED (S	EE ITEM 11)		
TED WILLMAN 800-676-6856-6444			_	10A MODIFIC	ATION OF O	3 1 T 3 4 C T 1	2000
				10A. MODIFIC	02-M-00004		ORDER NO.
	•		X	10B. DATED (SEE ITEM 13)		
CODE	. FACILITY CODE		_	10/04/20	01		
		PLIES TO AMENDMENTS OF					
The above numbered solicitation is ame							tended.
Offers must acknowledge receipt of this ame a) By completing Items 8 and 15, and return							
HE PLACE DESIGNATED FOR THE REC irtue of this amendment you desire to chang the solicitation and this amendment, and is 2. ACCOUNTING AND APPROPRIATION DATA 05050913D S33B051 7D R423B K0650	pe an offer already submitted, received prior to the opening of required)	Such change may be made by telegra	m or lette	er, provided ea	ch telegram	or letter m	nakes referend
		TO MODIFICATIONS OF CO	NED A				
IT MO	DDIFIES THE CONTRA	TO MODIFICATIONS OF CO ACT/ORDER NO. AS DESCRI	NIKA(BED IN	JIS/ORDE	RS,		
(x)		/) THE CHANGES SET FORTH IN ITEM 14			RACT ORDE	R NO. IN ITI	EM 10A,
	ORDER IS MODIFIED TO REFLE	CT THE ADMINISTRATIVE CHANGES (such			-		
C. THIS SUPPLEMENTAL AGREEMENT I		O AUTHORITY OF:			· · · · · · · · · · · · · · · · · · ·		
X D. OTHER Specify type of modification and Funding in accordance with existin	authority) g Interagency Agreement.	· ·	 -				
. IMPORTANT: Contractor	is not, X is required	to sign this document and return _	1 cor	oies to the iss	suina office		
. DESCRIPTION OF AMENDMENT/MODIFICATION						·•	
Modification #0011 is issued on-Line Services for FY-0	ied to increase th				availat	ole for	PACER
As a result of this mod \$575,662.00.	ification, CLIN 0	004 is increased from	n \$5	00,000.0	0 by 8	\$75,66	32.00 to
cept at provided herein, all terms and conditions of the condition	he document referenced in Item 9/						
A. NAME AND TITLE OF SIGNER (Type or pi	int)	16A. NAME AND TITLE OF CO	NTRACTII	NG OFFICER	(Type or print	9	
		JIM G GENSLER 415	848-4717	// CONTRAC	CTING/ORD	ERING O	FFICER
3. CONTRACTOR/OFFEROR	15C. DATE SIG	NED 16B. UNITED STATES OF AME	RICA		16C.	DATE SIG	NED
<u> </u>		BY					
(Signature of person authorized to sign)	(Signature of Con	tracting O	fficer)	_ ·		
N 7540-01-152-8070 EVIOUS EDITION UNUSABLE		30-105		STANDA	RD FORM	30 (REV. 1	10-83)

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
	Modification #0011 increases the FY-0 On-Line Services from \$500,000.00 by	5 Not-To-E \$75,662.00	exceed (N o to \$575,	TE) Estimate availa 662.00.	ble for PACER
0004	PACER ON LINE SERVICE UNDER CONSOLIDATED INTERAGENCY AGREEMENT #TIRWR02M00004 FOR FY-05 (10/01/2004 - 9/30/2005).	1.00	LO	NTE 575,662.00	575,662.00
	NOTE: PUBLISHED COMMERCIAL RATE INCREASE TO EIGHT CENTS PER PAGE IS AUTHORIZED EFFECTIVE 01/01/2005.				

AMENDMENT OF SO	DLICITATIO	N/MODIFICATION	N OF CONTRACT	1. CON	ITRACT ID COE	Æ	PAGE O	F PAGES
2. AMENDMENT/MODIFICATION NO. 0012	1	FFECTIVE DATE ee Block 16C	4. REQUISITION/PURCHASE F S-6-S3-3B-X8-A00 001	REQ. NO.		5. PROJE	ECT NO. (If ap	
6. ISSUED BY	CODE	IRS0093B	7. ADMINISTERED BY (If other	than Item	n 6)	CODE	Γ	
DEPARTMENT OF TREASURY (D' INTERNAL REVENUE SERVICE, F 333 MARKET STREET, SUITE 140 SAN FRANCISCO, CA 94105-2118	ROCUREMENT 0	BR	See Item 6				<u> </u>	
JIM GENSLER 415-848-4717								
8. NAME AND ADDRESS OF CONTRACTO	R (No. Street, coun	ty, State and ZIP: Code)		(x)	9A. AMENDA	ENT OF SC	OLICITATION I	NO.
PACER SERVICE CENTER 000 7550 IH 10 W, SUITE 600	22390	•		1				
SAN ANTONIO, TX 782295803					9B. DATED (S	SEE ITEM 1	1)	
TED WILLMAN 800 676 6856 X	6444				10A. MODIFIC	CATION OF	CONTRACT/O	ORDER NO.
				x	1	-02-M-0000		
CODE		15.00		_	10B. DATED		13)	
		FACILITY CODE			10/04/20)01		
			S TO AMENDMENTS OF S					
The above numbered solicitation is Offers must acknowledge receipt of this						ended, following r		ktended.
(a) By completing Items 8 and 15, and r By separate letter or telegram which in THE PLACE DESIGNATED FOR THE virtue of this amendment you desire to c	eturning octudes a reference RECEIPT OF Octuber an offer a	copies of the amendmen ce to the solicitation and FFFERS PRIOR TO THI	nt; (b) By acknowledging receipt or d amendment numbers. FAILUR E HOUR AND DATA SPECIFIED Change may be made by telegrap	f this am	nendment on e	each copy WLEDGMI	of the offer s	RECEIVED A
to the solicitation and this amendment, a 12. ACCOUNTING AND APPROPRIATION DA	ina is received bi	rior to the opening hour	and data specified.		· · .		·	
06060913D S70F555 7D R423B K06		ING STRING 0002) Ne	et Increase: \$800,000.00					
13. TI	IS ITEM AP	PLIES ONLY TO N	MODIFICATIONS OF COM	ITRAC	CTS/ORDE	RS,		
(x)_			ORDER NO. AS DESCRIE					
			CHANGES SET FORTH IN ITEM 14 A					
TIEM 14, FORGOANT TO THE AU	INORITY OF FAR	43.103(D).	E ADMINISTRATIVE CHANGES (such	as change	es in paying offic	e, appropria	ation date, etc.) SET FORTH IN
C. THIS SUPPLEMENTAL AGREEME		NTO PURSUANT TO AUTH	ORITY OF:					
X D. OTHER Specify type of modification FUNDING FOR FY-06, FUND	n and authority) S NTE ESTIMAT	E FOR THE PERIOD P	ER IA.					
. IMPORTANT: Contractor	is not,	x is required to sign	n this document and return _		pies to the i	ssuing of	ffice.	
4. DESCRIPTION OF AMENDMENT/MODIFIC	CATION (Organized	l by UCF section headings, i	including solicitation/contract subject ma	atter wher	re feasible.)		<u> </u>	
Modification #0012 is issued to fund the	e agreement for I	PACER Services in the e	estimated, not-to-exceed (NTE) ar	nount of	f \$800,000.00	,		•
As a result of this modification, CLIN 00	05 is established	d for FY-06 in the amour	nt of \$800,000.00					
				.•				
•		•						
			•		•			
•		•						
cept at provided herein, all terms and condition	s of the document i	referenced in Item 9A or 10A	A, as heretofore changed, remains unch	anged an	nd in full force ar	nd effect.		
A. NAME AND TITLE OF SIGNER (Type	or print)		16A. NAME AND TITLE OF CON				rint)	
			MARK S PFEIFFER 415	5-848-47	714 / AREA	CHIEF PF	ROCUREME	NT OFFICER
B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMER			160	C. DATE SIG	NED
								,
(Signature of person authorized to	sian)		BY(Signature of Contr	notine C	fficarl	<u>. </u>		
N 7540-01-152-8070		30-1		acung O		RD FOR	M 30 (REV.	10.02)
EVIOUS EDITION UNITED E					SIMNUM	"ND LOK	ivi うひ (代EV. 1	10-83)

SUPPLIES OR SERVICES AND PRICES/COSTS

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
0005	PACER ON LINE SERVICE UNDER CONSOLIDATED INTERAGENCY AGREEMENT #TIRWR02M00004 FOR FY-06. Period of performance 10/1/05-09/30/06. NTE estimated funding for FY-06. No change in established commercial rate of \$.08/per page under this agreement.	1.00	LO	NTE 800,000.00	800,000.00

06060913D S70F555 7D R423B K0650 (ACCOUNTING STRING 0002) Net Increase: \$800,000.00

AMENDMENT OF SO	DLICHATIO	N/MODIFICATION	N OF CONTRACT	00.	TRACT ID COD.	• •	1 2
AMENDMENT/MODIFICATION NO. 0013		EFFECTIVE DATE	 REQUISITION/PURCHASE F S-6-S3-3B-X8-A00 002 			5. PROJEC	CT NO. (If applicable)
6. ISSUED BY	CODE	IRS0093B	7. ADMINISTERED BY (If other	than Iten	1 6)	CODE	**************************************
DEPARTMENT OF TREASURY (D' INTERNAL REVENUE SERVICE, F 333 MARKET STREET, SUITE 140 SAN FRANCISCO, CA 94105-2115	ŔOCUREMENT 0	BR	See Item 6			_	
Jim Gensler 415-848-4717			·				
8. NAME AND ADDRESS OF CONTRACTO	R (No. Street, cour	nty, State and ZIP: Code)		(x)	I9A, AMENDM	ENT OF SOL	ICITATION NO.
PACER SERVICE CENTER 000 7550 IH 10 W, SUITE 600 SAN ANTONIO, TX 782295803	22390				9B. DATED (S		
TED WILLMAN 8006766856644				x	1	ATION OF C	ONTRACT/ORDER NO.
		_ _			10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			10/04/20	01 .	
The chave numbered estimitation in	11. THIS ITE	M ONLY APPLIES	TO AMENDMENTS OF S	SOLIC	ITATIONS		
The above numbered solicitation is Offers must acknowledge receipt of this	amended as set	torth in Item 14. The ho	ur and date specified for receipt o	of Offers	is exte		is not extended.
a) By completing Items 8 and 15, and r By separate letter or telegram which in THE PLACE DESIGNATED FOR THE virtue of this amendment you desire to to the solicitation and this amendment, a ACCOUNTING AND APPROPRIATION D.	cludes a referent RECEIPT OF C hange an offer a und is received p	ce to the solicitation and OFFERS PRIOR TO THE already submitted, such c	i amendment numbers. FAILUR E HOUR AND DATA SPECIFIED Change may be made by telegram	E OF Y	OUR ACKNOV	VLEDGME	NT TO BE RECEIVED A
06060913D S70F555 7D R423B K06		se: \$19,500:00					
13. TF	HIS ITEM AF	PLIES ONLY TO N	MODIFICATIONS OF CON ORDER NO. AS DESCRIE	ITRAC	CTS/ORDE	RS,	
(x).			CHANGES SET FORTH IN ITEM 14 A			RACT ORDE	ER NO IN ITEM 104
- 	ACT/ORDER IS M	ODICIED TO DECLECT THE	ADMINISTRATIVE CHANGES (such a				
C. THIS SUPPLEMENTAL AGREEME			ORITY OF:				
X D. OTHER Specify type of modification IA Terms & Conditions, Section	and authority)		· · · · · · · · · · · · · · · · · · ·	· 1001 M		· · ·	· · · · · · · · · · · · · · · · · · ·
. IMPORTANT: Contractor	X is not,	☐ is required to sign	n this document and return	cor	vies to the iss	uing office	
DESCRIPTION OF AMENDMENT/MODIFIC						suring Office	z.
Modification #0013 is is						ilahle 1	or
PACER Access Charge				Ootii	nato ava	inabio i	OI .
J							•
As a result CLIN 0005	of this agi	eement is incre	eased (for FY-06) fr	om \$	800,000	.00 by	\$19,500.00
to \$819,500.00.							
						•	
cept at provided herein, all terms and condition	s of the document	referenced in Item 9A or 10A	, as heretofore changed, remains unch	anged ar	ed in full force and	i effect.	
A. NAME AND TITLE OF SIGNER (Type	or print)		16A. NAME AND TITLE OF CON				t)
•			MARK S PFEIFFER 418	5-848-47	714 / CONTR	RACTING C	FFICER
B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMER	ICA		16C.	DATE SIGNED
(Signature of person authorized to	sign)		BY(Signature of Control	actina O	fficer)	_ '	
N 7540-01-152-8070		30-10			<u> </u>	RD FORM	30 (REV. 10-83)

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
	Modification #0013 increases the FY-07 to \$819,500.00 for the period 10/01/05 -	NTE Fundir 9/30/06.	ng Estimat	te from \$800,000.00	by \$19,500.00
0005	PACER ON LINE SERVICE UNDER CONSOLIDATED INTERAGENCY AGREEMENT #TIRWR02M00004 FOR FY-06. Period of Performance 10/01/2005 - 09/30/2006. NTE Estimated funding for FY-06. No change in established commercial rate of \$.08 per page under this agreement.	1.00	EA	NTE 819,500.00	\$819,500.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CON		1. CONTRACT ID CO	. CONTRACT ID CODE		F PAGES	
2. AMENDMENT/MODIFICATION NO. 0014	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE S-4-S3-3B-X8-A01 00		5. PROJE	CT NO. (If ap	<u> </u>
6. ISSUED BY	CODE IRS0093B	7. ADMINISTERED BY (If other		CODE	T ·	
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROC 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	UREMENT BR	See Item 6	,			
Jim Gensler 415-848-4717						
8. NAME AND ADDRESS OF CONTRACTOR (No	. Street, county, State and ZIP: Code)		(x) 9A. AMEND	MENT OF SC	LICITATION	NO.
PACER SERVICE CENTER 0002239 7550 IH 10 W, STE 600 SAN ANTONIO, TX 782295813	0		9B. DATED	(SEE ITEM 1	1)	
TED WILLMAN 80067668566444						
				1CATION OF R-02-M-000(CONTRACT/ 04	ORDER NO.
			10B. DATED	(SEE ITEM 1	13)	· · · · · · · · · · · · · · · · · · ·
CODE	FACILITY CODE		10/04/2	2001		
	THIS ITEM ONLY APPLIES	 		3		
The above numbered solicitation is ame Offers must acknowledge receipt of this ame			luces.		<u> </u>	xtended.
(a) By completing Items 8 and 15, and return By separate letter or telegram which include THE PLACE DESIGNATED FOR THE REC virtue of this amendment you desire to chang to the solicitation and this amendment, and is	is a reference to the solicitation and EIPT OF OFFERS PRIOR TO TH ge an offer already submitted, such received prior to the opening hour	d amendment numbers. FAILU IE HOUR AND DATA SPECIFIE change may be made by telegra	RE OF YOUR ACKN ED MAY RESULT IN	OWLEDGMI REJECTION	ENT TO BE V OF YOU	RECEIVED A
ACCOUNTING AND APPROPRIATION DATA (multiple accounting - see schedule Net D						
	······································	MODIFICATIONS OF OC	NITO A OTO (ODD			
	ITEM APPLIES ONLY TO I DDIFIES THE CONTRACT/			•		
A. THIS CHANGE ORDER IS ISSUED PU	RSUANT TO: (Specify authority) THE	E CHANGES SET FORTH IN ITEM 1-	4 ARE MADE IN THE CO	NTRACT ORE	DER NO. IN I	TEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ ITEM 14, PURSUANT TO THE AUTHOR	ORDER IS MODIFIED TO REFLECT THE RITY OF FAR 43.103(b).	E ADMINISTRATIVE CHANGES (suc	h as changes in paying of	fice, appropria	ation date, etc	c.) SET FORTH IN
C. THIS SUPPLEMENTAL AGREEMENT IS	S ENTERED INTO PURSUANT TO AUTH	HORITY OF:				
X D. OTHER Specify type of modification and CLOSE OUT OF INTERAGENCY				•		
. IMPORTANT: Contractor	is not, X is required to sig	gn this document and return	1_ copies to the	issuing of	fice.	
4. DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Organized by UCF section headings,	including solicitation/contract subject	matter where feasible.)			
Modification #0014 is issperiod 10/01/2001 - 09/3 reflect actual usage for the 2006.	0/2006. The unused	d Estimated, Not-T	o-Exceed ba	lances	are re	duced to
As a result this agreemen	t is reduced from esti	imated amount of 3	2 <u>4</u> 02 621 62	իv ¢∩∩	515 2	Ω .
		imatod amount of 2	.,-+02,021.00	ωy ψ ο υ	,010.0	
to actual usage of \$2,312				•		
cept at provided herein, all terms and conditions of a NAME AND TITLE OF SIGNER (Type or p.		A, as heretofore changed, remains ur 16A. NAME AND TITLE OF CO			rint)	
The same same same as a constant (type of pa		MARK S PFEIFFER			·	ENT OFFICER
B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	16B. UNITED STATES OF AME			C. DATE SI	
		BV				
(Signature of person authorized to sign	7)	BY(Signature of Co	ntracting Officer)			
N 7540-01-152-8070 EVIOUS EDITION UNUSABLE		-105 Generated		ARD FOR d by GSA	M 30 (REV	r. 10-83)

Line Item No.		n of Supplies/Services	Qty	U/I	Unit Price	Total
	0004 & 0005	ON #0014 CLOSES-OUT R FOR THE RESPECTIVE FI RIODS (NO CHANGE IN C	SCAL YEAR	RS. EXT	TENSIONS SHOW	ON CLINS 0003, ACTUAL USAGE
0003	consolidated TIRWR-02-M 10/1/03 - 9/30 in the agreem	INE SERVICES under Interagency Agreement -00004 for the period 0/04, at the rates shown the street of the period.	1.00	LO	NTE 408,145.91	408,145.91
	Receipt and A performed by 209-4348.	Acceptance will be Clarice Randolph, 713-		\		
	Accounting a	and Appropriation Data:				·
	Fund	Cost Center	Fund Area	tional	Material Group	Internal Order
	0404091 3D	S39C000	7D		R423B	
	PR #: S-4-S3-	3B-X8-A01				\$-30,268.09
0004	PACER ON LI CONSOLIDAT	T FOR FY-05 \$553,748.05 NE SERVICE UNDER ED INTERAGENCY #TIRWR02M00004 0/01/2004 -	1.00	LO	NTE 553,748.05	553,748.05
	NOTE: PUBLIS RATE INCREA CENTS PER P AUTHORIZED 01/01/2005.	AGE IS			·	
	Accounting ar	d Appropriation Data:				
•	Fund	Cost Center	Functi Area	onal	Material Group	Internal Order
	0505091 3D	S33B051	7D		R423B	K0650
	PR #: S-5-S3-3i	B-X8-A00				\$-21,913.95

0005

ACTUAL COST FOR FY-06 \$781,166.66 PACER ON LINE SERVICE UNDER CONSOLIDATED INTERAGENCY AGREEMENT #TIRWR02M00004 FOR FY-06. Period of Performance 10/01/2005 - 09/30/2006. NTE Estimated funding for FY-06. No change in established commercial rate of \$.08 per page under this agreement.

1.00 EA NTE 781,166.66

NTE 781,166.66

Accounting and Appropriation Data:

Fund	Cost Center	Functional Area	Material Group	Internal Order
0606091 3D	S70F555	7D	R423B	K0650
PR #: S-6-S3-3	R-XR-AOO			\$-38,333.34



iternal Revenue Service iteragency Agreement etween Federal Agencies

1a. Agreement Number TIRWR-07-M-00001

1b. Modification No.

3. Fiscal Year 2007

OMB Control No. 1505-0080 Page 1 of 6

2a. Task Order Number

2b. Modification No.

4. Estimated Total Amount (Base + Options) \$ 4,750,000.00

5. REQUESTING AGENCY INFORMATION	7. SERVICE AGENCY INFORMATION
5.a Name and Address: PROCUREMENT OP.BR., WESTERN	7a. Name and Address: 00022300
401 / VNP	PACER SERVICE CENTÉR 7550 IH 10 W, SUITE 600
333 MARKET STREET, SUITE 1400	SAN ANTONIO, TX 782295803
SAN FRANCISCO, CA 94105	
Attn: JIM G GENSLER Telephone Number: 415-848-4717	7b. Point of Contact and Telephone Number / Fax Number.
Fax Number: 415-848-4711 5b. Contracting Officers Technical Representative:	TED WILLMAN (Tel) 800-676-8856 Ext.6444 (Fax) 210-308-3763
Name: JIM G GENSLER	7c. Finance Office Point of Contact and Telephone Number / Fax Number:
Address PROCUREMENT OP BR	MARY CANTU
333 MARKET ST. SUITE 1400 SAN FRANCISCO, CA 94105	(Tel) 800-676-6856
Chia i Imirologo, on sains	(Fax) 210-301-6441
Telephone Number: 415-848-4717 Office Symbols: OS:A:P:B:W	7d. Agency Locator Code (ALC): 00-00-4695
Fax Number: 415-848-4711	DUNS 942273863
5c. Billing Address: INVB030	8. Funding: FY-07
RS Beckley Finance Center	
P.O. Box 9002 Fel: (304) 256-6000	Obligations to Date \$ 0.00
3eckley, WV 25802	New Obligation \$ 237,500.00
d. Agency Locator Code (ALC): 20-09-0003 / DUNS: 040539587	
e. Requisition Number: S-7-S3-3B-X8-A01 001	Cumulative Total \$ 237,500,00
if. Accounting Code:	Current FY Total \$ 237,500.00
n. Accounting Gode; 17070913D-S70F555-7D-R423B-K0650 \$237,500.00	9. Fee: <u>0.00</u> %
	10. Statutory Authorization:
•	X Economy Act 31 U.S.C. 1535
	Government Employees Training Act 5 U.S.C. 4101-4119
g. Melhod of Payment:	
p	OPM Revolving Fund Authority 5 U.S.C. 1304 Executive Order 11348
IPAC (ALC Required - See Block 5d)	
Monthly	P.L. 103-356 Government Management Reform Act of 1994
X Quarterly	Other
Other	
	1
Advance Payment Authorized	
Pre-agreement Costs Authorized (Effective MM/DD/YY)	
Project Description;	11. Attachments:
-LINE ACCESS TO U.S. COURTS PACER SYSTEM	1
The state of the s	
	Special Requirements
	Disclosure & Safeguard Clauses
ļ	X Statement of Work
Į	Other
	12a. Period of Performance (This Action)
•	From: 10/01/2006 To: 09/30/2007
	12b. Term of Agreement (Base with Options)
	·
INTERNAL REVENUE AND	From: 10/01/2006 To: 09/30/2011
	13B. SERVICING AGENCY APPROVAL
. INTERNAL REVENUE SERVICE APPROVAL	Signature:
ature: D Date:	Uate:
athlenty. Spinetti 10/23/06	Cate:
athlenty. Spinetti 10/23/06	Typed Name: 10/18/06
athlenty. Spinetti 10/23/06 CNAME: KATHLEEN M. SPINETTI	Cate:

Line Ite No.		of Supplies/Services	Qty	U/I	Unit Price	Total
	Renewal of TIRN	WR-02-M-00004.		•		•
	I.R.S U.S. COI Period of perform	JRTS PACER INTERAGE nance of this agreement 10	ENCY AGRE /1/06-09/30/0	EMENT 07.	•	
	\$237,500.00 for t The government's from which paym	is currently operating under is currently available for his contract action. Full Folligation under this agreement can be made. It is anticularly for the estimated usage	this period of funding for the ment is continged in the continged in the continuity of the continuity	nly. Funds ne period of ingent upon nce an appro	are available in the arr performance is not pro the availability of app	sently available.
0001	charges for On-Li	p-Exceed FY-07 Usage ne Access to U.S. cess to Electronic per attached.	1.00	LO	NTE 237,500.00	237,500.00
	Period of Performance:	Start 10/01/2006 - 1	End 09/30/20	007		
٠	Unfunded Option	Periods to be funded in a	iccordance v	vith Section	III of this Agreemen	t
0002	Estimated, Not-To- charges for On-Lin Courts "Public Acc Records (PACER)"	ess to Electronic	1.00	EA	NTE 950,000.00	00.00
	Period of Performance:	Start 10/01/2007 - E	and 09/30/200)8		
0003	Estimated, Not-To- charges for On-Line Courts "Public Acce Records (PACER) p	ess to Electronic	1.00	EA	NTE 950,000.00	00.00
	Period of Performance:	Start 10/01/2008 - En	nd 09/30/200	9		
0004	Estimated, Not-To-Hocharges for On-Line Courts "Public Acce Records (PACER) p	ss to Electronic	1.00 I	EA	NTE 950,000.00	00.00
	Period of Performance:	Start 10/01/2009 - En	d 09/30/2010)		
0005	Estimated, Not-To-E charges for On-Line Courts "Public Acces Records (PACER) pe	Access to U.S. s to Electronic	1.00 E	A	NTE 950,000.00	00.00
	Period of Performance:	Start 10/01/2010 - Enc	i 09/30/2011			

INTERAGENCY AGREEMENT BETWEEN

THE INTERNAL REVENUE SERVICE AND PACER SERVICE CENTER

SECTION I - TERM OF AGREEMENT

This agreement shall be effective from 10/01/2006and shall remain in effect until 9/30/2011, including options, or until terminated in accordance with the terms of this agreement.

SECTION II - STATEMENT OF WORK

This agreement is a continuation of the working agreement that established electronic retrieval service and consolidated reimbursement relationships between the PACER Service Center and the Internal Revenue Service under TIRWR02M00004 in October of 2002. The PACER Service Center agrees to continue to permit the Internal Revenue Service to retrieve case summaries and docket information through use of Public Access to Court Electronic Records, hereafter referred to as PACER. The Internet service provided through PACER allows the IRS to retrieve electronic case summaries and docket information via computer or terminal via the Internet. PACER allows for case and docket information to be transmitted to IRS users, ready to be printed on local IRS printers or downloaded into IRS systems. PACER will provide the latest docket entries and case information so that the IRS users can track the progress of cases. This agreement will also encompass case research and data retrieval from the Case Management/ Electronic Case Files (CM/ECF) system accessed with PACER logins and billed by PACER, and any future services offered by PACER, as required by the IRS. Hours of Operation: PACER is accessible seven days a week

SECTION III - PRICE AND FUNDING

Internal Revenue Service's authority to enter into this agreement is the Economy Act; therefore, PACER is limited to recovery of actual usage incurred by IRS access to the system. Current pricing for PACER services is:

Internet Access: \$0.08 per Internet page downloaded up to the maximum per document download of \$2.40 (cap). Note: Each attachment in CM/ECF sites is considered a separate document. Therefore, the cap will apply to each attachment over 30 pages separately.

These unit prices are the current published prices offered by PACER, and are subject to change if and when PACER publishes new commercial prices at http://pacer.psc.uscourts.gov/pacerdesc.html.

This agreement will obligate \$950,000.00 (See Notice in Section B , RE: Continuing Resolution) for the period 10/01/06 to 9/30/07 as a funded estimate of FY-07 usage. Services are ordered by users via login and password and are billed (IPAC) quarterly in arrears at the rates shown above. There is no minimum or maximum amount usage level. IRS will monitor usage and fund accordingly for this and each subsequent year by issuance of modifications to the agreement. IRS recognizes that the PACER program, being an "online access system" which authorizes access by login and password, is not set up to monitor the IRS funded estimate. IRS shall ensure that the stated ceiling is sufficient to cover any access to the PACER system, and will obligate issue additional funding as required by modification to the agreement. In accordance with the limitation on obligating funds imposed by the Economy Act, the governing authority for IRS to enter into this agreement, the IRS will de-obligate any of the unused funding estimate remaining each current year funding after payment of the fourth quarter invoice that year, and will obligate new fiscal year funding each year as that year's appropriation becomes available.

SECTION IV - BILLING INSTRUCTIONS - Payments VIA IPAC System

PACER shall submit itemized invoices quarterly to the IRS PACER Coordinator. The quarterly invoice shall contain the following information:

(1) Agreement Number TIRWR-07-M-00001.

(2) DUNS number,

(3) Complete appropriation data, including IRS accounting codes; and

(4) A detailed explanation of the expenses incurred in the specified reporting period.

This quarterly billing will be submitted as a master statement of total IRS usage for the period, and will include a breakdown by each account, itemizing each account usage. Accounts are sorted into groups using the eight-character field provided by the IRS.

SECTION V - RESPONSIBILITIES

- a. Jim Gensler, Procurement Analyst, 333 Market Street, Suite 1400, San Francisco, CA 94105, Telephone 415-848-4717 will perform the duties of the Contracting Officer's Technical Representative (COTR). The IRS PACER Coordinator is Clarice R. Randolph, 1919 Smith Stop 5024HOU, Houston, Texas 77002-8049; Telephone 713-209-4348.
- b. The PACER Contact / Project Manager is Ted Willman, PACER Service Center, P.O. Box 780549, San Antonio, Texas 78278-0549, Telephone 800-676-6856 x6444.
- c. Both the IRS COTR and the PACER Project Manager shall be responsible for technical oversight of the specified product or service as set forth in the Statement of Work. Only the IRS Contracting Officer and the designated PACER signatory have the authority to make changes to the terms of this agreement, which will be made by issuance of bilateral modifications to this agreement.

SECTION VI - PROVISIONS AND CLAUSES

Include the following provisions and clauses as appropriate:

- 1. **Definitions**. For purposes of this agreement, "IRS" means the Internal Revenue Service or any duly authorized representative thereof, and "Agency" means the servicing agency stated in the agreement or any duly authorized representative thereof.
- 2. **Authority**. The authority to enter into this agreement is the Economy Act, 31 U.S.C. 1535, as implemented by Federal Acquisition Regulation Subpart 17.5; All acquisitions made under this agreement shall comply with the Competition in Contracting Act (CICA), P.L. 98-369.
- 3. **Prompt Payment.** The PACER Service Center may not assess IRS for any prompt payment interest charged to the servicing agency because of the servicing agency's delayed payment to contractors providing service under this agreement.
- 4. Accessibility of Electronic and Information Technology (EIT). Each EIT product or service furnished under this agreement shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), which implements section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).
- 5. **Dispute Resolution.** Nothing in this agreement is intended to conflict with current IRS or Treasury directives. However, should any of the terms of this agreement be determined to be inconsistent with existing directives, the provisions of this agreement shall govern until such inconsistency is resolved. Should disagreement arise as to the interpretation of the provisions of this agreement or revisions thereto that cannot be resolved between the PACER Program Office and the IRS COTR, the area(s) of disagreement will be reduced to writing by each agency and presented to the Manager of the PACER Service Center and the IRS Contracting Officer for resolution. If an

equitable settlement cannot be reached at this level, the disagreement will be raised to the Chief of the Electronic Public Access Program of the Administrative Office of the United States Courts and the IRS Director, Procurement for final resolution.

- 6. Third-party Liability. With respect to third-party liability for acts arising out of the performance of official duty by a government employee of the servicing agency, the servicing agency undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States; except that, in all cases, the responsibility for the investigation, adjudication, settlement, and payment of any claim with respect to third-party liability arising out of the use, damage, or destruction of loaned personal property shall be the responsibility of the particular agency that has custody and control of the said personal property. In addition, the servicing agency representative shall have the duty of investigating and reporting, in accordance with the agency's regulations and policies, incidents occurring on, or involving that agency's real property, and the other party agrees to cooperate fully in such investigations.
- 7. **Termination.** This agreement may be terminated at any time by mutual agreement or unilaterally with at least 60-calendar days advance written notice by either party. In the event of such termination, the Pacer Service Center shall be reimbursed to the extent permitted for services actually performed up to the effective date of termination. The PACER Service Center shall also be reimbursed for costs which, in the exercise of due diligence, it is unable to cancel as of the effective date of termination. Such reimbursement shall extend beyond the effective date of termination to a date not later than the date upon which the agreement would have expired if not terminated. The PACER Service Center reserves the right to disable access if payments by the IRS are more than sixty days delinquent. In accordance with the Economy Act, payments made pursuant to termination, shall not exceed the ceiling amount funded in the then current fiscal year.
- 8. **Privacy and Security** IRS access to the site is for the purpose of reading and/or downloading <u>public information contained therein</u>., The only information retained by PACER on IRS login and/or current modem numbers is the name of the domain from which the Internet is accessed, and the date and time of access. PACER retains IRS Account information (e.g.: name, address, and phone number) which is provided by IRS when each account is established.

This information is used for billing purposes only. PACER does not give, sell, or transfer any personal information to third parties.

In order to view account specific information, IRS will provide personal identifying information (login and password). This will be used only to verify eligibility to view the specified account. This information is requested to protect from others viewing IRS account specific information.

If IRS sends PACER personal identifying information, for example mailing address, in an electronic mail message requesting information, such information is used solely for responding to requests for information.

PACER will collect information for statistical and billing purposes. This information is kept confidential, and is used only to create billing records, and for such purposes as assessing the number of visitors to the different sections of our site, what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas. All material processed or reproduced pursuant to the maintenance of this agreement shall be treated as confidential.

PACER is an Official United States Government System, which may be used only for authorized purposes.

For site security purposes and to ensure that this service remains available to all users PACER employs software programs to monitor network traffic to identify unauthorized attempts to upload or

change information, or otherwise cause damage. Unauthorized modification of any information stored on this system may result in criminal prosecution. The Government may monitor and audit the usage of this system, and all persons are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

AMENDMENT OF SOLIC	HATION/MODIFICATIO	N OF CONTRACT	1. CON	TRACT ID CODE	PAGE C	PAGES
AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE See Block 15C	4. REQUISITION/PURCHAS		5	PROJECT NO. (If a)	pplicable)
6. ISSUED BY	CODE IRS0093B	7. ADMINISTERED BY (If oth		ßi	CODE	
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROCI 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	UREMENT BR	See Ilem 6		- ,	CODE	
Jim Gensler 415-848-4717			~			
8. NAME AND ADDRESS OF CONTRACTOR (No.	Street, county, State and ZIP: Code)					
PACER SERVICE CENTER 00022390 7550 IH 10 W, STE 800 SAN ANTONIO, TX 782295813				9A. AMENDMENT 9B. DATED (SEE	T OF SOLICITATION	NO.
RALPH GUTIERREZ 600-676-6858					······································	
			x	OA. MODIFICATION TIRWR-07-1	ON OF CONTRACT/C	RDER NO.
0007		· ·	1 1	OB. DATED (SEE	ПЕМ (3)	
CODE	FACILITY CODE		7	10/23/2006		
11. T	HIS ITEM ONLY APPLIES	TO AMENDMENTS OF	SOLICIT	ATIONS		
The above numbered solicitation is amend Offers must acknowledge receipt of this amend (a) By completing items 8 and 15, and returning	90 88 881 forth in Hem 14. The box	HE and data assault			d, 🔲 ia not ext	and ad
by separate letter or telegram which includes the PLACE DESIGNATED FOR THE RECEI induce of this amendment you desire to change to the solicitation and this amendment, and is reconcerned. 2. ACCOUNTING AND APPROPRIATION DATA (If A	an offer already submitted, such a colved prior to the opening hour a quired)		D MAY RE	SULT IN REJEC provided each te	CTION OF YOUR	OFFER.
07070913D S70F555 7D R423B K0650 No	·					
13. THIS IT	EM APPLIES ONLY TO M IFIES THE CONTRACT/O	ODIFICATIONS OF CON	TRACT	S/ORDERS,		
A. THIS CHANGE ORDER IS ISSUED PURSU	ANT TO: (Specify authority) THE C	CHANGES SET FORTH IN ITEM 44	DE IMPER	EM 14,		
B. THE ABOVE NUMBERED CONTRACT/ORIGITEM 14, PURSUANT TO THE AUTHORITY	DER IS MODIFIED TO REFLECT THE A	ADMINISTRATIVE CHANGES (SUC)	s changes in	PRYING Office, app	ORDER NO. IN ITEM	10A.
C. THIS SUPPLEMENTAL AGREEMENT IS EN				 		
D. OTHER Specify type of modification and suit Additional Funding under current Confi	ority) nuing Resolution		-			·
IMPORTANT: Contractor 🗓 is r	not, is required to sign t	this document and return	molee	in the leavier	- 10	
DESCRIPTION OF AMENDMENT/MODIFICATION (C	maninad his fift analisa haadis					
Modification #0001 is issued As a result the Not-To-Exc 0/01/2006 - 09/30/2007 is in	d to provide addition seed. Estimated fund	nal funding for CLI	N 000	1, FY-07	PACER Sees for the 00.00.	rvices period
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t at provided herein, all terms and conditions of the doc NAME AND TITLE OF SIGNER (Type or print)	ument referenced in liem SA oc 104	horateless				
	16	A. NAME AND TITLE OF CONTR	ged and in fu	l force and effect.		
alph Gutierrez	1.101					
CER SCINICE CENTER	15C. DATE SIGNED 18	KATHLEEN M. SPINET B. UNITED STATES OF AMERICA	TI / Contra	acting Officer 4	115-848-4731	
MAL		1) ann A	`	1	BC. DATE SIGNED	
(Signalure) of person authorized to sign)	- 3/5/07 BY	(Signature of Conhecti	ing Officer)	olti	3/5/07	
US EDITION UNUSABLE	30-105 Computer Gener	rated	ST	ANDARD FO	RM 30 (REV. 10-83)	

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SUPPLIES OR SERVICES AND PRICES/COSTS

Line Item

No.

Description of Supplies/Services

Qtv

U/I

Unit Price

Total

Renewal of TIRWR-02-M-00004.

I.R.S. - U.S. COURTS PACER INTERAGENCY AGREEMENT Period of performance of this agreement 10/1/06-09/30/07.

The Government is currently operating under a Continuing Resolution (C.R. 5631) for the period 10/1/06 - 09/30/2007. Funding is currently available for this period only. Funds are available in the amount of \$475,000.00 for this agreement. Full Funding for the period of performance is not presently available. The government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment can be made. It is anticipated that once an appropriation is enacted and the budget is received, full funding for the estimated usage for the period in the amount of \$950,000 will be provided.

0001

FY-07 Estimated, Not-To-Exceed Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER)" per attached.

1.00 EA

NTE

475,000.00

475,000.00

AMENDMENT OF SOLI	CITATION/MODIFICATION	N OF CONTRACT	1. C RACT ID CO	DDE	OMB Control No. 1505-0 PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REQ. NO.	5 PROJE	1 2 CT NO. (If applicable)
0002	See Block 16C	S-7-S3-3B-X8-A01 003		0.7700	or No. (II applicable)
6. ISSUED BY	CODE IRS0093B	7. ADMINISTERED BY (If other	r than Item 6)	CODE	
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROC 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	CUREMENT BR	See Item 6			
Jim Gensler 415-848-4717					
8. NAME AND ADDRESS OF CONTRACTOR (NO	. Streel, county, State and ZIP: Code)		(x) 9A. AMEND	MENT OF SOL	ICITATION NO.
PACER SERVICE CENTER 0002239 7550 IH 10 W, STE 600 SAN ANTONIO, TX 782295813	00			(SEE ITEM 11)	
TED WILLMAN 800-676-6856					
1 ED WILLIAM 000-070-0000		:		ICATION OF C	ONTRACT/ORDER NO.
			<u> </u>	(SEE ITEM 13)
CODE	FACILITY CODE		10/23/2	2006	
11.	THIS ITEM ONLY APPLIES	TO AMENDMENTS OF S	SOLICITATIONS	\$	
The above numbered solicitation is amer	nded as set forth in Item 14. The hou	ur and date specified for receipt of	of Offers is ex	tended.	is not extended.
Offers must acknowledge receipt of this ame	ndment prior to the hour and date sp	ecified in the solicitation or as an	nended by one of the	following m	The not extended.
HE PLACE DESIGNATED FOR THE REC irtue of this amendment you desire to chang the solicitation and this amendment, and is 2. ACCOUNTING AND APPROPRIATION DATA (I.	received prior to the opening hour a		or letter, provided e	REJECTION ach telegram	OF YOUR OFFER. If to or letter makes reference
07070913D S70F555 7D R423B K0650	Net Increase: \$475,000.00	· ·		<u> </u>	
13. THIS I	TEM APPLIES ONLY TO M DIFIES THE CONTRACT/O	IODIFICATIONS OF CON RDER NO. AS DESCRIE	ITRACTS/ORDE	RS,	
(v)	SUANT TO: (Specify authority) THE (R NO. IN ITEM 10A.
	RDER IS MODIFIED TO REFLECT THE				
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUANT TO AUTHO	PRITY OF:		. 	
X D. OTHER Specify type of modification and a Funding under current Continuing R	uthority) esolution				
. IMPORTANT: Contractor 💢 i	s not, is required to sign	this document and return	copies to the is	suing office	
. DESCRIPTION OF AMENDMENT/MODIFICATION				ading office	·
Modification #0002 is issue PACER Services per Intera	ed to provide full esti	mated Not-To-Exce	ed Funding	for CLIN	N 0001, FY-07
As a result, the agreement	is increased from \$4	75,000.00 by \$475,	,000.00 to \$9	950,000	.00.
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ent at provided herein all terms and anadition.	denument reference to the transfer				
ept at provided herein, all terms and conditions of the A. NAME AND TITLE OF SIGNER (Type or prin	t)	as heretofore changed, remains uncha 16A. NAME AND TITLE OF CONT	nged and in full force an	d effect.	·
		MARK S PFEIFFER 415			
. CONTRACTOR/OFFEROR	15C. DATE SIGNED 1	6B. UNITED STATES OF AMERIC	. ~		DATE SIGNED
			和几	. 5	
(Signature of person authorized to sign)		(Signature of Contra	cting Officer)	₹\ 3/.	27/2027
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STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
	Renewal of TIRWR-02-M-00004.				
	I.R.S U.S. COURTS PACER INTERA Period of performance of this agreemen			·	
	The Government is currently operating the H.J.Res 20) for the period 10/1/06 - 09/3 the amount of \$950,000.00.	under a Conti 30/2007. Fur	inuing Rea	solution (Public Law urrently available for	/ No: 110-5; this period in
0001	FY-07 Estimated, Not-To-Exceed Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER)" per attached.	1.00	EA	NTE 950,000.00	950,000.00

. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	ON OF CONTRACT 4. REQUISITION/PURCHASE	REQ. NO.	1 2 5. PROJECT NO. (If applicable)
0003	See Block 16C	S-7-S3-3B-X8-A01 00	14	
. ISSUED BY	CODE IRS0093B	7. ADMINISTERED BY (If other	er than Item 6)	CODE
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROC 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	CUREMENT BR	See Item 6		
Jim Gensler 415-848-4717				
NAME AND ADDRESS OF CONTRACTOR (No	o. Street, county, State and ZIP: Code)		(x) 9A. AME	NDMENT OF SOLICITATION NO.
PACER SERVICE CENTER 0002239 7550 IH 10 W, STE 600 SAN ANTONIO, TX 782295813	90		9B. DAT	ED (SEE ITEM 11)
TED WILLMAN 800-676-6856				
·			1 1	DIFICATION OF CONTRACT/ORDER NO. WR-07-M-00001
				TED (SEE ITEM 13)
ODE	FACILITY CODE			23/2006
		ES TO AMENDMENTS OF		
The above numbered solicitation is ame fers must acknowledge receipt of this ame		·		extended, is not extended.
E PLACE DESIGNATED FOR THE REC ue of this amendment you desire to chang the solicitation and this amendment, and in ACCOUNTING AND APPROPRIATION DATA	ge an offer already submitted, suc s received prior to the opening ho	ch change may be made by telegra	ED MAY RESULT I	N REJECTION OF YOUR OFFER. It is deach telegram or letter makes refere
07070913D S70F555 7D R423B K0650				
		MODIFICATIONS OF CO		
11		T/ORDER NO. AS DESCR		
A. THIS CHANGE ORDER IS ISSUED PU				CONTRACT ORDER NO. IN ITEM 10A.
ITEM 14, PURSUANT TO THE AUTHOR	RITY OF FAR 43.103(b).	· · · · · · · · · · · · · · · · · · ·	n as changes in paying	g onice, appropriation date, etc./ SET FORTH
C. THIS SUPPLEMENTAL AGREEMENT !		JTHORITY OF:		,
D. OTHER Specify type of modification and FAR 17.5	aumoniy)		·	
IMPORTANT: Contractor	is not, is required to s	sign this document and return	copies to th	e issuing office.
DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Organized by UCF section heading	gs, including solicitation/contract subject	matter where feasible.	}
Modification 0003 is issu on-line usage for PACER		_	the current	CR to cover estimate
As a result of this modif 950,000.00 by \$31,161.5		ls available under ti	nis agreem	ent are increased fron
-,				
p) at provided herein, all terms and conditions of NAME AND TITLE OF SIGNER (Type or p.		10A, as heretofore changed, remains un 16A. NAME AND TITLE OF CO		
		MARC A FEINBERG	415-848-4730 / SI	ECTION CHIEF
001120102000	15C. DATE SIGNED	16B. UNITED TATES OF AME	RICA	16C. DATE SIGNED
CONTRACTOR/OFFEROR .	100. BATE GIONES		2	

No.	Description of Supplies/Services	Qty	U/I	. Unit Price	Total
	Renewal of TIRWR-02-M-00004.				•
	Modification # 0003 increases the funds a 9/30/07 in the amount of \$31,161.52.	vailable fo	or estimate	d PACER Service u	sage thorough
	I.R.S U.S. COURTS PACER INTERAGE Period of performance of this agreement 1				
	The Government is currently operating und H.J.Res 20) for the period 10/1/06 - 09/30/ the amount of \$981,151.52	der a Cont /2007. Fu	tinuing Res	solution (Public Law urrently available for	No: 110-5; this period in
0001	FY-07 Estimated, Not-To-Exceed Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER)" per attached.	1.00	EA	NTE 981,151.52	981,151.52

		NULFELONIRALI				PAGE OF PAGES
	CITATION/MODIFICATIO	TO CONTINUO				PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE S-8-S3-3B-X8-A00 00		•	5. PROJE	ECT NO. (If applicable)
6. ISSUED BY	CODE IRS0093B	7. ADMINISTERED BY (If oth	er than Iten	1 6)	CODE	·
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROC 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	CUREMENT BR	See Item 6				
Jim Gensler 415-848-4717	•				*	
8. NAME AND ADDRESS OF CONTRACTOR (No	Street county State and 71P: Code)			T== =========		
PACER SERVICE CENTER 0002239	·		(x)	9A. AMENDI	MENT OF SO	DLICITATION NO.
7550 IH 10 W, STE 600 SAN ANTONIO, TX 782295813				9B. DATED	SEE ITEM 11	1)
TED WILLMAN 800-676-6856						
•				1	CATION OF (CONTRACT/ORDER NO.
•			X	10B. DATED		
CODE	FACILITY CODE		7	10/23/2	006	•
11. The above numbered solicitation is amer	THIS ITEM ONLY APPLIES	S TO AMENDMENTS OF	SOLIC	TATIONS		
rtue of this amendment you desire to chang the solicitation and this amendment, and is 2. ACCOUNTING AND APPROPRIATION DATA (1)	received bliot to the obeiling hour	and data specified.	m or lette	, provided ea	ach telegrar	m or letter makes refere
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Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
0002	FY-08 Estimated, Not-To-Exceed Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER) per attached.	1.00	EA	NTE 950,000.00	950,000.00

1 52.232-18 AVAILABILITY OF FUNDS (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AMENDMENT/MODIFICATION NO. 0005	1	FFECTIVE DATE se Block 16C	4. REQUISITION/PURCHASE			5. PROJ	ECT NO. (If a	pplicable)
6. ISSUED BY		IRS0093B	S-7-S3-3B-X8-A01 005 7. ADMINISTERED BY (If other					
DEPARTMENT OF TREASURY (DY INTERNAL REVENUE SERVICE, PF 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115) ROCUREMENT		See Item 6	tnan iten	. .	CODE	<u> </u>	
JIM GENSLER 415-848-4717								
8. NAME AND ADDRESS OF CONTRACTOR	(No. Street, count	y, State and ZIP: Code)		(x)	9A. AMENDI	MENT OF SO	DLICITATION	NO
PACER SERVICE CENTER 0002 7550 IH 10 W, STE 600 SAN ANTONIO, TX 782295813	2390				9B. DATED (SEE ITEM 1	1)	
TED WILLMAN 800-676-6856			•					
					10A. MODIFI TIRWR	CATION OF -07-M-0000		ORDER NO.
				X	10B. DATED			
CODE		FACILITY CODE		7	. 10/23/2			
1	1. THIS ITE	M ONLY APPLIE	S TO AMENDMENTS OF S	OLIC	TATIONS			
The above numbered solicitation is a	mended as set f	orth in Item 14. The h	our and date specified for receipt o	f Offers	is ext	ended,	is not e	xtended.
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None Net Increase: \$0,00	· · · · · · · · · · · · · · · · · · ·							
13. THI	S ITEM APF	PLIES ONLY TO	MODIFICATIONS OF CON	TRAC	TS/ORDE	RŞ,		•
13. THI	MODIFIES T	HE CONTRACT/	ORDER NO. AS DESCRIB	ED IN	ITEM 14.			
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SF30 Comments (Block 14) Continuation Sheet

as the Contracting Officer' Technical Representative (COTR) for the Interagency Agreement. This appointment is effective until terminated in writing by the Contracting Officer.

Modification 0005 does not result in any increase or decrease to the total authorized amount of the Interagency Agreement. All other terms and conditions of the original Interagency Agreement remain unchanged.

AMENDMENT OF SC	JLICH ATIO	N/MUDIFICATIO	ON OF CONTRACT	1. CONTRACT NO C		PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0008	I	FECTIVE DATE Se Block 16C	4. REQUISITION/PURCHAS S-8-S3-3B-X8-A00 0		5. PRO	ECT NO. (If applicable)
e. ISSUED BY		RS00938	7. ADMINISTERED BY (If oil		doo	
DEPARTMENT OF TREASURY (DY INTERNAL REVENUE SERVICE, PF 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	ROCUREMENT!	BR .	See Itam 6		201	
Jim Gensier 415-848-4717						•
S. NAME AND ADDRESS OF CONTRACTOR PACER SERVICE CENTER 0002 7550 IH 10 W, STE 800 SAN ANTONIO, TX 782295813 TED WILLMAN 800-878-6858	•	r, Slate and ZIP: Code)		98. DATED	(SEE ITEM 1	DLICITATION NO. 1) CONTRACT/ORDER NO.
					R-07-M-000	
ODE		FACILITY CODE		108. DATE	(SEE ITEM	(3)
4	TUISITE		O TO ALICHDURE	10/23/		
The above numbered solicitation is a	mended as set for	ATT APPLIE	S TO AMENDMENTS OF			
fers must acknowledge receipt of this a	mendment prior	to the hour and date	recified in the collection or receipt	of Offers Is ex	tended,	is not extended.
is your plants and to, and re- separate letter or telegram which inclu- IE PLACE DESIGNATED FOR THE R tue of this amendment you desire to che the solicitation and this amendment, and ACCOUNTING AND APPROPRIATION DAT- 18080913D \$700555 7D R423B K0850	ange an offer ain d is received pric 'A (If required)	sady submitted, such or to the opening hour	change may be made by tal-	D MAY RESULT IN m or letter, provided e	REJECTION	I OF YOUR OFFER, I m or letter makes refere
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IT A	MODIFIES TH	E CONTRACT/	ORDER NO. AS DESCRI	Niracis/Ordi Redinitem 17	ERS,	
A. THIS CHANGE ORDER IS ISSUED F						70 NO 111
B. THE ABOVE NUMBERED CONTRAC	T/ORDER IS MOD	IFIED TO REFLECT TH	E ADMINISTRATIVE CHANGES (SUC)	as changes in paving off	ice annovie	ER NO. IN ITEM TOA.
C. THIS SUPPLEMENTAL AGREEMENT		·				CIT GELE, SIZ/SZI FORTH
D. OTHER Specify type of modification as		or ordered to Auth	ionii f of:			
FAR 52.232-18 FY-08 Funding fo	or the period.					
IMPORTANT: Contractor 5	is not,	is required to sig	n this document and return		····	
DESCRIPTION OF AMENDMENT/MODIFICAT				copies to the is	sulng offic	e
Modification # 0006 provine amount of \$950,000.	ides FY-0	8 funding no	ow available for the	period 10/01	/2007 -	09/30/2008 ii
s a result, Line Item (ccess for FY-08 From \$	0002 is ir 0.00 by \$	ocreased fro 950,000.00 t	m the Not-to-Exce o \$950,000.00 (11,8	ed Estimate 375,000 ea @	for PA 9 \$0.08	CER On-Line each).
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al provided herein, all terms and conditions of	the document refer	renced in Item 9A or 10A	i, as herelofore changed, remains unch	ended and in full torre en	d affare	
NAME AND TITLE OF SIGNER (Type or)	orint)	-	18A. NAME AND TITLE OF CONT	RACTING OFFICER	(Type or prin)
istant Branch Chie	· f		CATHY P HANDY 415-8	148-4735 / CONTRA	CTING/ORI	DERING OFFICER
CONTRACTOR/OFFEROR		SC. DATE SIGNED	188, UNITED STATES OF AMERI		·	DATE SIGNED
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	1	/ / .	- sahullotta	and a	ı	,
(Saneture of Jerson authorized to sign	n) ,	1/25/08	B (Symature of Contra	cting Officer)	- 1/	24/88

Prescribed by GSA FAR (48 CFR) 53,243

AMENDMENT OF SOL	MENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRAC	T ID CODE		OF PAGES
AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE See Block 18C	4. REQUISITION/PURCHASE S-7-S3-3B-X8-A01 O		5. PR	OJECT NO. (If a	ppikable)
6. ISSUED BY	CODE IRS0093B	7. ADMINISTERED BY (If oth	erthan item 6)	C	DDE	
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PRO 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	CUREMENT BR	See Item 6				
Jim Gensler 415-848-4717						
8. NAME AND ADDRESS OF CONTRACTOR (N	o, Sireet, county, State and ZIP: Code)		(x) 9A.	AMENDMENT OF	SOLICITATION	NO.
PACER SERVICE CENTER 000223 7550 IH 10 W. STE 600 SAN ANTONIO, TX 782295813	90		9B. (DATED (SEE ITE	M 11)	
TED WILLMAN 800-676-6856		•		100101010101		
	·		1 1	MODIFICATION TIRWR-07-M-0		ORDER NO.
CODE	FACILITY CODE			DATED (SEE ITE 10/23/2006	DM 13)	:
	THIS ITEM ONLY APPLIES	TO AMENDMENTS OF				
The above numbered solicitation is ame				is extended	is not e	xtended.
Offers must acknowledge receipt of this ame (a) By completing Items 8 and 15, and retur By separate letter or telegram which includ THE PLACE DESIGNATED FOR THE REC virtue of this amendment you desire to chan to the solicitation and this amendment, and i	ning copies of the amendment es a reference to the solicitation and CEIPT OF OFFERS PRIOR TO THE go an offer already submitted, such d a received prior to the opening hour a	; (b) By acknowledging receipt amendment numbers. FAILUI HOUR AND DATA SPECIFIE hange may be made by telegra	of this amendm	ent on each co	py of the offer SMENT TO BE	RECEIVED AT
12. ACCOUNTING AND APPROPRIATION DATA 07070913D S70F555 7D R423B K0650						
13. THIS IT MO	ITEM APPLIES ONLY TO M ODIFIES THE CONTRACT/O	ODIFICATIONS OF CO	NTRACTS/OBED IN ITE	DRDERS, M 14.		
A. THIS CHANGE ORDER IS ISSUED PU	RSUANT TO: (Specify authority) THE	CHANGES SET FORTH IN ITEM 14	ARE MADE IN TI	HE CONTRACT O	ORDER NO. IN IT	EM 10A.
B. THE ABOVE NUMBERED CONTRACT. ITEM 14, PURSUANT TO THE AUTHOR	ORDER IS MODIFIED TO REFLECT THE . RITY OF FAR 43.103(b).	ADMINISTRATIVE CHANGES (2007	as changes in pa	ying office, appro-	pristion date, etc.) SET FORTH IN
C. THIS SUPPLEMENTAL AGREEMENT I	S ENTERED INTO PURSUANT TO AUTHO	DRITY OF:				
X D. OTHER Specify type of modification and FAR 17.5; Section 3 of the Agreem						
. IMPORTANT: Contractor	is not, 🛛 is required to sign	this document and return	1_ copies to t	the Issuing of	fice.	
4. DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Organized by UGF section headings, inc	cluding solicitation/contract subject n	atter where leasit	ble.)		
Modification #0007 reduction 10/1/06 - 09/30-2007.	es the NTE Estimate	for FY-07 to refle	ct the ac	tual usag	ge for th	e period
As a result CLIN 0001 is pages accessed for FY-07	decreased from \$981 @ \$0.08 ea).	1,161.52 by \$64,1°	13.76, to	\$917,037	7.76 (11,	462,972
			*	.		
cept at provided herein, all terms and conditions of t A. NAME AND TITLE OF SIGNER (Type or pr	he document referenced in Item 9A or 10A. Int)	as heretofore changed, remains und 16A. NAME AND TITLE OF CON	hanged and in full	force and effect.		
Ralph Gutierrez	ا ر			1	•	
Assistant Branch CA. B. CONTRACTOR/OFFEROR		JIM G GENSLER 415-			ORDERING O	
Must		In The				
(Signalure of person authorized to sign		(Signalure of Cont	racting Officer)		Van 2.	5, 2008
DE10-01-152-8070 VIOUS EDITION UNUSABLE	30-105 Computer Ge	· ·	Pres	ANDARD FOI		10-83)
				(46 CFR) 53.24	3	

AMENDMENT OF SOL	CITATION/MODIFICATIO	N OF CONTRACT	I.C .IRA	CT ID CODE	PAGE O	F PAGES
AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE I S-9-S3-3B-X8-A00 000		5. PR	OJECT NO. (If ap	1
6. ISSUED BY	CODE IRS0093B	7. ADMINISTERED BY (If other	than Item 6)	l	DDE	
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PRO 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	CUREMENT BR	See Item 6			L	
Jim Gensler 415-848-4717						
8. NAME AND ADDRESS OF CONTRACTOR (N	o. Streel, county, State and ZIP: Code)		(x) 9A.	AMENDMENT, OF	SOLICITATION	NO.
PACER SERVICE CENTER 000223 7550 IH 10 W, STE 600 SAN ANTONIO, TX 782295813	90			DATED (SEE ITEI		
TED WILLMAN 800-676-6856	•					
1 ED 1712EM 111 000-070-0000		•	10A	. MODIFICATION		RDER NO.
•	•		x	TIRWR-07-M-0		
CODE	FACILITY CODE		_ 10B.	DATED (SEE ITE 10/23/2006	M 13)	
11.	THIS ITEM ONLY APPLIES	S TO AMENDMENTS OF S	CUCITA		<u></u> -	
The above numbered solicitation is ame	ended as set forth in Item 14. The ho	our and date specified for receipt of	of Offers	is extended,	is not ext	tondod
Offers must acknowledge receipt of this ame	endment prior to the hour and date s	pecified in the solicitation or as an	ended, by or	ne of the followin	a methods:	,
(a) By completing Items 8 and 15, and return By separate letter or telegram which include THE PLACE DESIGNATED FOR THE RECVITURE of this amendment you desire to change to the solicitation and this amendment, and is 12. ACCOUNTING AND APPROPRIATION DATA	DEIPT OF OFFERS PRIOR TO THI ge an offer already submitted, such on some received prior to the opening hour a	E HOUR AND DATA SPECIFIED	OF YOUR	ACKNOWLEDG	MENT TO BE	RECEIVED A
08080913D S700555 7D R423B K0650						
13. THIS	ITEM APPLIES ONLY TO N	MODIFICATIONS OF CON	TRACTS	ORDERS		
IT MC	DDIFIES THE CONTRACT/C	ORDER NO. AS DESCRIB	ED IN ITE	M 14.		
A. THIS CHANGE ORDER IS ISSUED PU						
B. THE ABOVE NUMBERED CONTRACT/ ITEM 14, PURSUANT TO THE AUTHOR	ORDER IS MODIFIED TO REFLECT THE RITY OF FAR 43.103(b).	ADMINISTRATIVE CHANGES (such a	s changes in p	aying office, approp	oriation date, etc.)	SET FORTH IN
C. THIS SUPPLEMENTAL AGREEMENT IS	S ENTERED INTO PURSUANT TO AUTH	ORITY OF:				
X D. OTHER Specify type of modification and FAR 43.103(a)(3) & Sect III of the A						
E. IMPORTANT: Contractor	is not, X is required to sign	n this document and return 1	copies to	the issuing offi	ice	
4. DESCRIPTION OF AMENDMENT/MODIFICATION						
	,			·		
See continuation page attached.						
	,					
		,				
(CONTINUED)						
cept at provided herein, all terms and conditions of t	ne document referenced in Item 9A or 10A.	, as heretofore changed, remains uncha	noed and in ful	I force and effect		
A. NAME AND TITLE OF SIGNER (Type or pri	nt)	16A. NAME AND TITLE OF CONTI	RACTING OF	FICER (Type or	print)	
		MARC A FEINBERG 415				OFFICER
B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERIC			C. DATE SIGNE	
		BY MAYO A FERRI	3.EVL		1	,
(Signature of person authorized to sign)		(Signature of Contrac	ting Officer)	/	9/44608	

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STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

OMB Control No. 1505-0080

SF30 Comments(Block 14) Continuation Sheet

Modification #0008 is issued to:

A. Increase CLIN 0002 to provide additional FY-08 funding for individual on-line request for the period ending 9/30/08.

B. Exercise CLIN 0003, for FY-09 (Year 3).

FY-09 Funds are not presently available for This Interagency Agreement for PACER Services. The government's obligation under this contract after 10/01/2008 is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. It is anticipated that once an appropriation is enacted and the budget is received, funds in the amount of \$950,000.00 will be provided.

As a result of this Modification, CLIN 0002 is increased from \$950,000.00 by \$87,000.00 to \$1,037,000.00 NTE Estimate for FY-08, which increases the total obligated for this agreement (All years) to \$1,954,037.76.

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
	Modification #0008 is issued to increa 08 by 1,087,500 each.	se the estimated	l number o	of pages anticipa	ted (usage) in FY-
0002	FY-08 Estimated, Not-To-Exceed Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER) @ \$0.08 per page in accordance with the IRS _ PACER Interagency Agreement TIRWR07M00001.	NTE 12,962,500	EA	0.08	1,037,000.00
0003	FY-09 Estimated, Not-To-Exceed Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER) per existing Interagency Agreement TIRWR07M00001.	1.00 E	EΑ	NTE 950,000.00	00.00 Unfunded FY-09
	Period of Performance 10/01/2008 - 09/30/2009.	÷			
· .	FY-09 Funds are not presently available for this contract action. The government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. It is anticipated that once an appropriation is enacted and the budget is received, funds in the amount of \$950,000.00 will be provided by Modification to this agreement.				

	1					1	2
2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE See Block 16C	4. REOUISITION/PURCHAS S-9-S3-3B-X8-A00).	5. PROJECT	NO. (If app	licable)
6. ISSUED BY	CODE IRSOD938	7. ADMINISTERED BY (If or			<u> </u>	·	
DEPARTMENT OF TREASURY (D' INTERNAL REVENUE SERVICE, P 333 MARKET STREET, SUITE 1404 SAN FRANCISCO , CA 94105-2115	Y) PROCUREMENT BR	See Item 6	ner man n a	т <i>ъ</i>)	CODE	·	
Jim Gensler 415-848-4717							
8. NAME AND ADDRESS OF CONTRACTOR	R (No. Street county State and 710:	Covida					
	22390		(x)	9B. DATED (S	IENT OF SOLK	CITATION N	0.
TED WILLMAN 800-876-5856							
			x		ATION OF CO 07-M-00001	NTRACT/OF	RDER NO.
CODE				10B. DATED	SEE ITEM 13)		·
	FACILITY CODI			10/23/20	008		
1	1. THIS ITEM ONLY AP	PPLIES TO AMENDMENTS OF	SOLIC	ITATIONS			
i ne above numbered solicitation is a	amended as set forth in Item 14.	. The hour and date specified for receir	of Office	la sut-	nded,	is not exte	ended
ffers must acknowledge receipt of this a	amendment prior to the hour and	d date specified in the solicitation or as endment; (b) By acknowledging receipt ation and amendment numbers. FAILL	amended,	h			
y separate letter or telegram which inc HE PLACE DESIGNATED FOR THE P rue of this amendment you desire to ch the solicitation and this amendment, ar ACCOUNTING AND APPROPRIATION DA	RECEIPT OF OFFERS PRIOR hange an offer already submitted nd is received prior to the opening the contract of the opening the opening	TO THE HOUR AND DATA SPECIFI					
09090913D S700555 7D R423B K065							
13. TH	IS ITEM APPLIES ONLY	TO MODIFICATIONS OF CO	NITOAC	TOIODD			
IT	MODIFIES THE CONTR	ACT/ORDER NO. AS DESCR	MIRAL IBFD IN	, IS/UKDE! HTEM:47	₹\$,		
A. THIS CHANGE ORDER IS ISSUED	PURSUANT TO: (Specify authorit	(y) THE CHANGES SET FORTH IN ITEM 1	ARE MAD	E IN THE CONTI	RACT ORDER I	NO. IN ITEM	1 10A.
B. THE ABOVE NUMBERED CONTRA ITEM 14, PURSUANT TO THE AUTI	CT/ORDER IS MODIFIED TO REFLE HORITY OF FAR 43.103(b).	ECT THE ADMINISTRATIVE CHANGES (\$100	h as change	s in paying office	, appropriation	date, etc.) S	ET FORTH
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PURSUANT T	O AUTHORITY OF:	·	,			
D. OTHER Specify type of modification a FY-09 Funding under the current	and authority) at CR						
IMPORTANT: Contractor	Wis not Dia manifest	I have also also to					
<u> </u>	x is not, is required	to sign this document and return	cop	ies to the issi	uing office.		
DESCRIPTION OF AMENDMENT/MODIFICA	vides partial FY-00	adings, including solicitation/contract subject i	natter when	feasible.j	<u>.</u>		
nounication modus did	ridoo paraar 1 1903	a randing under the Cr	irrent	Continui	ng Res	olution	H.F
1638).							
.000).	·						
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Modification #0009 pro 2638). As a result, this Interag 416,670.00 to \$416,670	jency Agreement f		FY-09		ased fro	om \$0	.00 Ь
As a result, this interag	jency Agreement f		FY-09		ased fro	om \$0	.00 b
us a result, this interag 416,670.00 to \$416,670	jency Agreement f 0.00.	or PACER Access for		is incre		÷	
as a result, this interag 416,670.00 to \$416,670	jency Agreement f 0.00.	or PACER Access for		is incre		÷	
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As a result, this interage 416,670.00 to \$416,670 this modification increase that provided herein, all terms and conditions a NAME AND TITLE OF SIGNER (Type or Liph Guticres)	pency Agreement for the document referenced in Item 9/	tion (all years) for this a	IGFEER	nent to \$	2,370,7(effect. type or print)	÷	
As a result, this interage 416,670.00 to \$416,670 this modification increase that provided herein, all terms and conditions a NAME AND TITLE OF SIGNER (Type or Liph Guticres)	pency Agreement for 0.00. Sees the total obligation of the document referenced in Item 94 reprint) Chick	tion (all years) for this a	IGFEEN thanged and ITRACTING	nent to \$	2,370,7(effect. type or print)	÷	•
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Section B

SUPPLIES OR SERVICES AND PRICES/COSTS

Line Item

. No.

Description of Supplies/Services

Qty

U/I Unit Price

Total

533,330.00

US Government is operating under a Continuing Resolution (HR 2638, through March 6, 2009. As a result, partial funds are provided for this requirement. CLIN 0003 reflects the unfunded portion for FY-09; CLIN 0003A reflects the not to exceed amount available for PACER.

NTE

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EΑ

0003

FY-09 Estimated, Not-To-Exceed Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER) per existing interagency Agreement TIRWR07M00001. Period of Performance 10/01/2008 -

09/30/2009.

FY-09 Funds are not presently available for this contract action. The government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made, it is anticipated that once an appropriation is enacted and the budget is received, funds in the amount of \$533,330.00 will be provided by further modification to this agreement.

CLIN 0003A Reflects the available funds for FY-09 under the CR (HR 2638) for the period.

0003A

FY-09 PACER ON-LINE SERVICES FOR THE PERIOD 10/01/2008 -09/30/2009.

NTE EA 5,208,375

80.0

416,670.00

AMENDMENT OF SOL	JULIA HOM/MODIFIC ATIO		1. 、	. (RACT ID COE		PAGE OF	PAGES
	ICITATION/MODIFICATIO	N OF CONTRACT	- 1			1	2
AMENDMENT/MODIFICATION NO. 0010	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE			5. PROJE	CT NO. (If ap)	
	See Block 16C	S-8-\$3-3B-X8-A00 00				2	/
6. ISSUED BY	CODE IRS0093B	7. ADMINISTERED BY (If oth	er than iter	n 6)	CODE		
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PRO 333 MARKET STREET, SUITE 1400 SAN FRANCISCO , CA 94105-2115	CUREMENT BR	See Item 6					
Jim Gensler 415-848-4717							
3. NAME AND ADDRESS OF CONTRACTOR (N	io. Street, county, State and ZIP: Code)			ICA AMENDA			
PACER SERVICE CENTER 000223	·		(x)	9A. AMENDM	ENT OF SO	LICITATION N	0.
7550 IH 10 W, STE 600 SAN ANTONIO, TX 782295813		,	- 1	9B. DATED (S	EE ITEM 11	')	
TED WILLMAN 800-676-6856		<i>/</i>	1			•	
			}	10A. MODIFIC	ATION OF (CONTRACT/O	RDER NO
·			x	1	7-M-0000		
/ <u> </u>	· .		^	10B. DATED (S	SEE ITEM 1:	3)	
ODE	FACILITY CODE		\neg	10/23/200		-,	
11.	THIS ITEM ONLY APPLIES	TO AMENDMENTS OF	SOLIC	TATIONS			
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By completing Items 8 and 15, and return separate letter or telegram which include IE PLACE DESIGNATED FOR THE REC tue of this amendment you desire to chang the solicitation and this amendment, and is	CEIPT OF OFFERS PRIOR TO THE	E HOUR AND DATA SPECIFIE	E OF 10	JUR ACKNOW	/LEDGMEI	NT TO BE F	ECEIVED.
the solicitation and this amendment, and is	s received prior to the opening hour a	and data specified.	n or lettei	, provided eac	h telegram	or letter ma	kes referen
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STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
	Modification #0010 is issued to dec (usage) in FY-08 to reflect the actua received, accepted and paid.	crease the estir	nated nu I. Final I	mber of pages an nvoice for the peri	ticipated od has been
0002	FY-08 Estimated, Not-To-Exceed Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER) @ \$0.08 per page in accordance with the IRS _ PACER Interagency Agreement TIRWR07M00001.	NTE 12,720,662	EA .	0.08	1,017,652.96

AMENDMENT OF SOLIC	STATION/MODIFICATION	ON OF CONTRACT	1.	RACT ID COD	DE I	PAGE OF PAGES		
AMENDMENT/MODIFICATION NO. 0011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE S-9-S3-3B-X8-A00 00	-).	5. PROJEC	1 T NO. (If app	2 Dlicable)	
6. ISSUED BY	CODE IRS0093B	7. ADMINISTERED BY (If other		m 61	CODE			
DEPARTMENT OF TREASURY (DY) I.R.S., PROCUREMENT OS:A:P:B:W 1301 CLAY STREET SUITE 810S OAKLAND, CA 94612-5272		See Item 6	o man ker	in dy	CODE			
Jim Gensler 510-637-2113								
8. NAME AND ADDRESS OF CONTRACTOR (No.	Street, county, State and ZIP: Code)					· · · · · · · · · · · · · · · · · · ·		
PACER SERVICE CENTER 00022390 7550 IH 10 W, STE 600 SAN ANTONIO, TX 782295813			(x)	9A. AMENDM 9B. DATED (S		CITATION N	o	
TED WILLMAN 800-676-6856	1			5711 25 75	LL II EW II)			
•				10A. MODIFIC	ATION OF CC	NTRACT/O	RDER NO.	
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CODE	FACILITY CODE		\dashv	10B. DATED (S	-			
11. T	HIS ITEM ONLY APPLIE	S TO AMENDMENTS OF	SOLIC	ITATIONS				
The above numbered solicitation is amend	ed as set forth in Item 14. The h	Our and date enecified for receipt	-4.05					
mers must acknowledge receipt of this amend	ment prior to the hour and date s	specified in the solicitation or as a	or Oriers	is exter	nded, [is not exte	:nded.	
y separate letter or telegram which includes HE PLACE DESIGNATED FOR THE BECK	gcopies of the amendment a reference to the solicitation and	nt; (b) By acknowledging receipt on amendment numbers. FAILUR	of this am	endment on ea	ach copy of t	the offer su	PECEIVE	
rtue of this amendment you desire to change the solicitation and this amendment, and is re. ACCOUNTING AND APPROPRIATION DATA (If re.)	eceived prior to the opening hour	change may be made by telegran and data specified.	n or lette	r, provided eac	th telegram o	or letter ma	kes refe	
09090913D S700555 7D R423B K0650 N	equired) et Increase: \$533,330.00	- 1 , 1 - 1			- <u></u> -			
13. THIS IT	EM APPLIES ONLY TO	MODIFICATIONS OF COM	ITRAC	TS/ORDER	RS.			
71 100	THE CONTRACT	ORDER NO. AS DESCRIE	BED IN	ITEM 14.				
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C. THIS SUPPLEMENTAL AGREEMENT IS E. D. OTHER Specify type of modification and aut	hority)	ORITY OF:			·			
FAR 17; Public Law 111-8 - Funding A	action.							
IMPORTANT: Contractor X is	not, is required to sign	n this document and return_	coni	es to the issu	ing office	·		
DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, i	ncluding solicitation/contract subject ma	tor where	facility !	ing onice.	 -		
MODIFICATION #0011:		The same of the sa	iler Wriere	reasible.)	*	٠		
ublic Law 111-8, the Omnib	us Annropriations Ac	at han hann airmad b						
ublic Law 111-8, the Omnib vailable to fully fund the estin	nated usage for PACE	ER Services for FY-09	y the /10/1	Presiden	t and a	n allotr	nent	
	•		(10/1	700 - 03/0	00/09).			
s a result Period 3 EV 00	CLIN COCCA					•		
s a result, Period 3, FY-09 ringing the total obligation of t	his Interagency Agre	eased from \$416,676 ement (all vears) to \$2	0 by 2 884	\$ 533,33	0.00 to	\$950,	0.00	
at at provided herein, all terms and conditions of the dinament AND TITLE OF SIGNER (Type or print)	ocument referenced in Item 9A or 10A,	as heretofore changed, remains uncha	nged and i	in full force and e	ffect.			
The state of the s		16A. NAME AND TITLE OF CONT	RACTING	OFFICER (Ty	rpe or print)			
CONTRACTORIOTEROS		MARC A FEINBERG 510		52 / CONTRA	CTING OFF	ICER		
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OPTIONAL FORM 347 (REV.3/2005)
Prescribed by GSA/FAR 48 CFR 53.213(e)

Section I

I.1 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Method of payment.
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - (e) Liability for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for

recovery of any erroneously directed funds; or

- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

I.2 IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS (OBSOLETE - DO NOT USE)

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing http://www.ccr.gov. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing http://www.ccr.gov. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

"The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can

approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors not required to register in CCR may use the ACH Vendor/Miscellaneous Payment Enrollment Form to record their EFT payment information. COs will forward completed forms to BFC by: E-Mail: CFOBFC InvoiceLink@irs.gov

" Fax: (304) 254-3544; or

' Mail to: Internal Revenue Service
Beckley Finance Center

ATTN: Vendor Code Coordinator

P.O. Box 9002 Beckley, WV 25802

The CO shall advise the contractor to complete the form, Request for Waiver of Electronic Funds Transfer (EFT) Payment for Individuals, and submit it to BFC whenever an individual or sole proprietor contractor is not required to register in CCR, and qualifies for a waiver from EFT payments.

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to: *CFO BFC CCR Payment Information@irs.gov

I.3 IR1052-01-002 PAID SYSTEM

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is

free to contractors with Internet access. Registration for the PAID system can be done on-line at http://fins.treas.gov/paid/ (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 254-3300.

Section J

J.1 Privacy Act System of Record Notices (SORN)

The award involves the design, development, or operation of a system of records on individuals to accomplish an agency function. In accordance with FAR 24.103, the applicable system of records notice(s) are hereby identified:

IRS 48.001
Disclosure Records

J.2 Privacy Act System of Record Notices (SORN)

The award involves the design, development, or operation of a system of records on individuals to accomplish an agency function. In accordance with FAR 24.103, the applicable system of records notice(s) are hereby identified:

IRS 48.001 Disclosure Records

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105 Computer Generated STANDARD FORM 30 (REV. 10.83) Prescribed by GSA FAR (48 CFR) 53,243

TIRNO-08-D-00034-D0001 MOD# 0001

SF30 Comments(Block 14) Continuation Sheet

- 2) The pricing proposal is due by close of business April 29, 2009 or sooner.
- 3) Once the proposal is approved, a modification for the funding and incorporating the pricing proposal will be provided.
- 4) All other terms and conditions of this contract remain unchanged in full force and effect.

LIBRARY		
ONLINE	ONLINE	
NAME	NAME	File Description
MATBEN	CCONP	Collier Consumer Practice Plus Mega
MATBEN	COBKFM	Collier Consumer BankruptcyForms
MATBEN	COLBCU	Collier Bankr. Case Update
MATBEN	COLBKR	Collier on Bankruptcy, 15thEdition Revised
MATBEN	COLEXE	Collier Bankruptcy Exemptions
MATBEN	COLFMA	Collier Forms Manual
MATBEN	COLTAX	Collier Bankruptcy Taxation
MATBEN	CONRET	Federal Income Taxation of Corporations Filing Consolidated Returns
MATBEN	ELDERP	Tax, Estate & FinancialPlanning for the Elderly
MATBEN	EXECMP	Taxation of ExecutiveCompensation
MATBEN [®]	FATAXM'	Farm Income Tax Manual
MATBEN	FBUWTG	Foreign Tax & Trade Briefs -International Withheld TaxTreaty Guide
MATBEN	FEDINC	Federal Income Taxation ofInventories
MATBEN	FEDTPP	Fed Tax Practice & Proc
MATBEN	FORTAX	Foreign Tax & Trade Briefs
MATBEN	FTAXGB	Federal Tax Guide Book
MATBEN	FTAXRE	Federal Taxes Affecting RealEstate
MATBEN	GUIDE	Guide to LexisNexis services
MATBEN	100219	Collier on Bankr., 15thEdition Revised - Index
MATBEN	100406	Modern Estate Plan. Index
MATBEN	INTESP	International EstatePlanning
MATBEN	INTTXT	Rhoades & Langer U.S.International Taxation &Tax Treaties
MATBEN	LRGEST	Planning for Large Estates
MATBEN	LTCARE	Long-Term Care Advocacy
MATBEN	LTRUST	Living Trusts: Forms & Practice
MATBEN	MESP	Modern Estate Planning
MATBEN	MURPHY	Murphy's Will Clauses:Annotation& Forms with Tax Effects
MATBEN	PTAXEO	Planning Tax-ExemptionOrganizations
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MATBEN	TAXFRD	Tax Fraud: Audits, Investigations, Prosecutions
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MATBEN	TAXPLN	Tax Planning for Corporationsand Shareholders
MATBEN	TAXPPP	Tax Planning for Partners, Partnerships, & LLCs
MATBEN	TAXSEC	Taxation of SecuritiesTransactions
MATBEN	TAXTME	How to Save Time and TaxesHandling Estates
MATBEN	TMPSCO	Tax Planning for S Corporations
MATBEN	TPCOSH	Tax Planning for Corporationsand Shareholders-Forms
MATBEN	TTPFIT	How to Save Time & TaxesPreparing Fiduciary IncomeTax Returns
MATBEN.	UMLCEP	University of Miami Law Centeron Estate Planning
PLI	ITET	Income Taxation of Estates and Trusts

LIBRARY	FILE	
ONLINE	ONLINE	
NAME	NAME	File Description
MATBEN	COLTAX	Collier Bankruptcy Taxation
MATBEN	CONRET	Federal Income Taxation of Corporations Filing Consolidated Returns
MATBEN	EXECMP	Taxation of ExecutiveCompensation
MATBEN	FBUWTG	Foreign Tax & Trade Briefs -International Withheld TaxTreaty Guide
MATBEN	FEDINC	Federal Income Taxation of Inventories
MATBEN	FEDTPP	Fed Tax Practice & Proc
MATBEN	FORTAX	Foreign Tax & Trade Briefs
MATBEN	FTAXGB	Federal Tax Guide Book
MATBEN	FTAXRE	Federal Taxes Affecting RealEstate
MATBEN	INTTXT	Rhoades & Langer U.S.International Taxation & Tax Treaties
MATBEN	PTAXEO	Planning Tax-ExemptionOrganizations
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MATBEN	TAXMIN	Tax Planning for the Alternative Minimum Tax
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MATBEN	TAXPPP	Tax Planning for Partners, Partnerships, & LLCs
MATBEN	TAXSEC	Taxation of SecuritiesTransactions
MATBEN	TMPSCO	Tax Planning for S Corporations
MATBEN	TPCOSH	Tax Planning for Corporations and Shareholders-Forms

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRA	1. CONTRACT ID CODE PAGE O			
2. /	AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE R		5. PR	OJECT NO. (if applicable)	
-		CODEL IRS0088		·		nel	
6. 1	SSUED BY	CODE IKSOOSS	7. ADMINISTERED BY (If other	man Itom o)	UL	DE	
8	nternal Revenue Service 3009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745		See Item 6				
	Sherry F. Lutz 202-283-4287						
8. N	IAME AND ADDRESS OF CONTRACTOR (No. Sm	eel, county, State and ZIP: Code)	<u> </u>	(x) 8A	AMENDMENT OF	SOLICITATION NO.	
	sero el emires blo						
9	REED ELSEVIER, INC 00046776 393 SPRINGBORO PIKE AIAMISBURG, OH 453424424			98.	DATED (SEE ITE	W11)	
, L	EXISNEXIS			104	MODIFICATION	OF CONTRACT/ORDER NO.	
				x	TIRNO-08-D-0		
		IFACILITY CODE		10B	DATED (SEE 17) 02/24/2009	ar 13)	
COD			·				
	11. TH	IS ITEM ONLY APPLIES T	O AMENDMENTS OF S	OLICITA	TIONS		
	The above numbered solicitation is amender re must acknowledge receipt of this amender			-	is extended,	ls not extended.	
	rs must acknowledge receipt or this amending By completing items 8 and 15, and returning						
By s THE virtus	peparate letter or telegram which includes a PLACE DESIGNATED FOR THE RECEIP e of this amendment you desire to change a e solicitation and this amendment, and is rec	reference to the soficitation and an T OF OFFERS PRIOR TO THE I- n offer already submitted, such cha	mendment numbers. FAILUR HOUR AND DATA SPECIFIED ange may be made by telegran	E OF YOUR MAY RES	RACKNOWLED ULT IN REJECT	GMENT TO BE RECEIVED AT TION OF YOUR OFFER. If by	
	ACCOUNTING AND APPROPRIATION DATA (# 150			 .			
	090919D M025001 4R R612 K0640 Net						
		M APPLIES ONLY TO MO					
(x)	A. THIS CHANGE ORDER IS ISSUED PURSU	ANT TO: (Specify authority) THE CI	HANGES SET FORTH IN ITEM 14	VRE MADE IN	THE CONTRACT	ORDER NO. IN ITEM 10A.	
	B. THE ABOVE NUMBERED CONTRACT/ORE ITEM 14, PURSUANT TO THE AUTHORITY		DMINISTRATIVE CHANGES (such	es changes in	peying office, appr	opriation dute, etc.) SET FORTH IN	
х	C. THIS SUPPLEMENTAL AGREEMENT IS EN	ITERED INTO PURSUANT TO AUTHOR	RITY OF: By Mutual Agreement	of the Partie	s		
	D. OTHER Specify type of modification and auti	ority)					
E. J	MPORTANT: Contractor is	not, X is required to sign t	this document and return _	copies	to the issuing	office.	
14. D	ESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, incl	luding solicitation/contract subject m	atter where fe	esible.)		
Se	e SF30 Continuation Sheet		•				
		•	•				
			·				
	· · · · · · · · · · · · · · · · · · ·						
			•				
хсөр	at provided herein, all terms and conditions of the	document referenced in Item 9A or 10A,	as heretofore changed, remains und	hanged and ir	n full force and effec	×	
	NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CO				
	James Rutherford, Manager – Federa	d Contracts	SHERRY F LUTZ 202-	283-4267 /	CONTRACT S	PECIALIST	
15B.	CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AME	RICA		16C. DATE SIGNED	
ï	(Signature of person authorized to sign)	5/11/2009	BY Signature of Con	inschipt ome	DV	5/11/2009	

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 Computer Generated STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

TIRNO-08-D-00034-D0001 MOD# 0002

SF30 CONTINUATION SHEET

The purpose of this modification is to incorporate the Matthew Bender Tax Materials (MTAX04) into Delivery Order 0001, Contract No. TIRNO-08-D-00034.

Accordingly:

- 1) LexisNexis' pricing proposal dated April 23. 2009. (revised April 29, 2009) is hereby incorporated into the above-referenced contract.
- 2) This modification is effective May 1, 2009.
- 3) Funding in the amount of \$146,666.64 is provided for this change.
- 4) The level of funding is hereby increased from \$1,714,574.95, by \$146,666.64, to \$1,861,241.59.
- 5) The Delivery Order ceiling is hereby increased from \$1,714,574.95, by \$146,666.64, to \$1,861,241.59.
- 6) This Delivery Order is fully funded.
- 7) All other terms and conditions of this Delivery Order remain unchanged and in full force and effect.

Unit Price

18,333.33

146,666.64

Section B

Qty -

8.00

МО

SUPPLIES OR SERVICES AND PRICES/COSTS

Line Item	
No.	Description of Supplies/Services
0005	addition of Matthew Bender titles
	(MTX04. To begin May 1, 2009.
13	Contract Specialist is Sherry Lutz.
	202-283-4267
:	TITLES INCLUDED:
	Collier Consumer Practice Plus
	Mega
	Collier Consumer BankruptcyForms
	Collier Bankr. Case Update
	Collier on Bankruptcy, 15th Edition
	Revised
	Collier Bankruptcy Exemptions
	Collier Forms Manual
	Collier Bankruptcy Taxation
	Federal Income Taxation
	ofCorporations FilingConsolidated
	Returns
	Tax, Estate & FinancialPlanning for
	the Elderly
	Taxation of ExecutiveCompensation
	Farm Income Tax Manual
•	Foreign Tax & Trade Briefs -
	International Withheld TaxTreaty
	Guide
	Federal Income Taxation
-	ofinventories
	Fed Tax Practice & Proc
	Foreign Tax & Trade Briefs
	Federal Tax Guide Book
	Federal Taxes Affecting RealEstate
	Guide to LexisNexis services
	Collier on Bankr., 15thEdition
	Revised - Index
	Modern Estate Plan. Index
	International EstatePlanning
	Rhoades & Langer U.S.International
	Taxation &Tax Treaties
	Planning for Large Estates
	Long-Term Care Advocacy
	Living Trusts: Forms & Practice
· ·	Modern Estate Planning
	Murphy's Will Clauses: Annotation&
	Forms with Tax Effects
	Planning Tax-
	Examples Conspirations
	ExemptionOrganizations Tay Accounting
	Tax Accounting Tax Estate & Financial Blancingfor
	Tax, Estate & Financial Planningfor
	the Elderly
	Tax Fraud: Audits, Investigations,
	Prosecutions
	Tax Havens of the World
	Tax Planning for theAlternative
•	Minimum Tax

TIRNO-08-D-00034-D0001 MOD# 0002

Tax Planning for Corporations and Shareholders
Tax Planning for Partners, Partnerships, & LLCs
Taxation of Securities Transactions
How to Save Time and
Taxes Handling Estates
Tax Planning for S Corporations
Tax Planning for Corporations and
Shareholders-Forms
How to Save Time & Taxes Preparing
Fiduciary Income Tax Returns
University of Miami Law Centeron
Estate Planning
Income Taxation of Estates and
Trusts

									<i>:</i>	1 1 1	OMB Contro	No. 1505-0080
SOLIC		NTRACT/ORDER F				IS	1. REQ		N NUMBER		PAGE 1 OF	38
	OFFEROR TO	COMPLETE BLOCK	S 12, 17	, 23, 24, & 3	0			M-8-M	10-25-SP-A00	001		
2. CONTRACT	NO. 08-D-00034	3. AWARD/EFFECTIVE D 02/01/2009	ATE	4. ORDER NUI	MBER		5. SOL		ON NUMBER	04	DATE	ATION ISSUE N/A
7. FOR SOLIC	CITATION >	a. NAME Nicholas Olson					b. TELE calls) 202-283	PHONE	E NUMBER (/		8. OFFER D LOCAL T N/A	UE DATE/
9. ISSUED BY	TON GALL.		ODE	IRS0088	10 T	HIS ACQUIS				·	IN/A	
			ODL	11100000	┑	NRESTRICT				-	% FOR	
	venue Service Hill Road, Suite 500					INCOMO	LDOK	٠		:: BUSINESS		RGING SMALL
Oxon ruin, ivi	IS 20140		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		NAICS			•		ONE SMALL	DOOM	
			* * * * * * * * * * * * * * * * * * *			S. STANDARD:			☐ VETE	CE-DISABLED RAN-OWNED L BUSINESS	☐ 8(A)	
	FOR FOB DESTINA CK IS MARKED	TION 12. DISCOUNT	TERMS		∐ RA	THIS CONTED ORDER (CFR700)			13b. RAT			
☐ SEE SCHED	N III 10							• • •		OD OF SOLICIT	Annual Control of the	
									RFQ	☐ IFI		RFP
15. DELIVER TO		CC	ODE	61799015		DMINISTER ternal Rever		ce		CODE	IF	RS0088
2042 East E Bloomington	mpire Street				60	09 Oxon Hil kon Hill, MD	l Road, S					
17a. CONTRAC	TOR/OFFEROR	CODE 00046776	FACILIT CODE	ΤΥ [18a. F	PAYMENT V	VILL BE I	MADE B	Y	CODE	IN	IVB030
REED ELSE	VIER, INC GBORO PIKE		CODE		1.	S Beckley F O. Box 9002		enter				
	G, OH 453424424				Те	el: (304) 254	3300		:			
					Be	eckley, WV	25802		•			• •
TELEPHONE NO	D. LEXISNEX	le.	•							•		•
		DIFFERENT AND PUT SU	CH ADDRE	SS IN		UBMIT INV				N IN BLOCK 188		ОСК
19.		20.				21.		22.		23.	T	24.
ITEM NO.		SCHEDULE OF SUPPLIE	S/SERVIC	ES		QUANT	TTY	UNIT	UNI	T PRICE	AN	MOUNT
		Tax Research Service in ection I, Statement of Work.			•		.					
		e delivery, indefinite										
	quantity contract.									• :		
0200	Base Period - Tax I	Research Service.					1.00	YR .		\$0.00		\$0.00
	The period of perfo	rmance shall be from										
	February 1, 2009 th	rough December 31, 2009.						. [
		_			117							
25. ACCOUNTIN	USE IG AND APPROPRIA	Reverse and/or Attach Additional ATION DATA	i Sheets as N	lecessary)		L			26. TOTAL	AWARD AMOU	NT (For Govt.	Use Only)
s de la ser		None	B .							\$ (0.00	
27a. SOLICIT	ATION INCORPORATE	S BY REFERENCE FAR 52.212		FAR 52.212-3 AN	ND 52.212-	5 ARE ATTAC	HED. AD	DENDA			NOT ATTACH	ED.
27b. CONTRA	ACT/PURCHASE ORDE	R INCORPORATES BY REFERE	ENCE FAR 5	2.212-4, FAR 52.2	12-5 IS AT	TACHED. A	DDENDA			ARE X AR	E NOT ATTACH	IED.
COPIES TO	ISSUING OFFICE. (ED TO SIGN THIS DOCUME CONTRACTOR AGREES TO HERWISE IDENTIFIED ABO	D FURNISH	I AND DE <mark>LIVE</mark> F		니니 DATE	D			OFFER ON SOI CHANGES WHI		BLOCK 5).
SHEETS SU	BJECT TO THE TER	RMS AND CONDITIONS SPE				HER	EIN, IS A	CCEPT	ED AS TO ITE	EMS:		
30a. SIGNATURI	E OF OFFEROR/CO	NIRACTOR			31a. Ul	NITED STA	ES OF	AMERIC	A (SIGNATUI	RE OF CONTRA	CTING OFFIC	CER)
	1 1											
30b. NAME AND	TITLE OF SIGNER (TYPE OR PRINT)	30c. DA	TE SIGNED	31b NA	ME OF CO	VTRACT	NG OF	ICER (TYPE	OR PRINT)	31c. DATE	SIGNED
						BARB	ARÁ E. C	ZERW	202-283-110)3		

19. ITEM NO.	20. SCHEDULE OF SUPP	LIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)						
0201	Base Period - Tax Research Service - up to			0.00	JB	\$1,424,300.00	\$0.00
	10000 Users.					ψ1,424,000.00	\$0.00
0202	Base Period - Tax Research Service - up to			0.00	JB	\$1,581,750.00	\$0.00
	15000 Users.						,
0203	Base Period - Tax Research Service - up to			0.00	JB	\$1,675,800.00	\$0.00
and weeking the	20000 Users.						
0204	Base Period - Tax Research Service - up to			0.00	JB	\$1,798,500.00	\$0.00
	25000 Users.						
0205	Base Period - Tax Research Service - up to			0.00	JB	\$1,919,400.00	\$0.00
	30000 Users.			,			
				:			
0206	Base Period - Tax Research Service - up to 35000 Users.			0.00	JB	\$2,040,500.00	\$0.00
	Coope Caera,						
	Base Based Tay Bases to Conde						
0207	Base Period - Tax Research Service - Unlimited Access.			0.00	JB	\$2,040,500.00	\$0.00
0000	Base Period - Tax Research Service - Each	•					
0200	user over 10000.			0.00	EA	\$142.43	\$0.00
32a. QUANTITY II	N COLUMN 21 HAS BEEN		<u> </u>				
RECEIVED	· <u> </u>	ED, AND CONFORMS TO	THE CONT	RACT, EXCEPT A	S NOTED		
32b. SIGNATURE REPRESENT	OF AUTHORIZED GOVERNMENT FATIVE	32c. DATE		INTED NAME AND PRESENTATIVE	TITLE O	F AUTHORIZED GOVERNMEN	(T
32e. MAILING ADI	DRESS OF AUTHORIZED GOVERNMENT RE	PRESENTATIVE	32f. TEL	EPHONE NUMBER	R OF AUT	HORIZED GOVERNMENT RE	PRESENTATIVE
			32g. E-M	MAIL OF AUTHORIZ	ZED GOV	ERNMENT REPRESENTATIV	
33. SHIP NUMBER	R 34. VOUCHER NUMBER	35.AMOUNT VERIFIED	36. PAYI	MENIT			OZ OUEOKANA DEE
	. OJ. VOUGIER NOWIDER	CORRECT FOR	COM		ARTIAL	☐ FINAL	37. CHECK NUMBER
PARTIAL [FINAL	<u> </u>	LJCOM	IPLETE LIPA	ARHAL	□ FINAL	
38. S/R ACCOUNT	F NUMBER 39.S/R VOUCHER NUMBER	40. PAID BY		,			
	L FY THIS ACCOUNT IS CORRECT AND PROF	ER FOR PAYMENT	42.a. RE	CEIVED BY (Print)			
41b. SIGNATURE	AND TITLE OF CERTIFYING OFFICER	41c. DATE	401 55	350 (55) A ·			
			420. REC	CEIVED AT (Location	on)		
			42.c DAT	E REC'D (YY/MM/D	(DD)	42d. TOTAL CONTAINERS	
					CT.	NDADD FORM 4440 (==	0/0005) 5140/5
					SIA	NDARD FORM 1449 (REV.	3/2005) BACK

19.	20. SCHEDULE OF SUPPLI	ES/SEDVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
ITEM NO.	(CONTINUE)	LOIGERVICES	QUANTIT	DINII	OINT FRICE (USD)	AIVIOUNT (US\$)
0209	Base Period - Tax Research Service - Each		0.00	EA	\$105.45	\$0.00
0200	user over 15000.		0.00	-	V100.40	V
				ļ., .		
0210	Base Period - Tax Research Service - Each		0.00	EA	\$83.79	\$0.00
	user over 20000.					
0211	Base Period - Tax Research Service - Each		0.00	EA	\$71.94	\$0.00
~	user over 25000.			-		
0212	Base Period - Tax Research Service - Each		0.00	EA	\$63.98	\$0.00
	user over 30000.				***	
0213	Base Period - Tax Research Service - Each		0.00	EA	\$58.30	\$0.00
<u> </u>	user over 35000.			. ,		
0214	Submission of Individual Subcontracting		1.00	EA	\$0.00	\$0.00
	Report and the Summary Subcontracting Repovia the Electronic Subcontracting Reporting	". "				
	System (eSRS).			1.,		
				5,41		
1200	First Option Period - Tax Research Service.		1.00	YR	\$0.00	\$0.00
	The period of performance shall be from January 1, 2010 through December 31, 2010.					
	saidaly 1, 2010 unough becomber 01, 2010.					
1201	First Option Period - Tax Research Service -		0.00	JB	\$1,475,300.00	\$0.00
	up to 10000 Users.			. [
4000	First Option Period - Tax Research Service -		0.00	JB	£1 634 100 00	\$0.00
1202	up to 15000 Users.		0.00	, o	\$1,634,100.00	φυ.υυ
				ļ		
1203	First Option Period - Tax Research Service -		0.00	JB	\$1,729,400.00	\$0.00
	up to 20000 Users.					
1204	First Option Period - Tax Research Service -		0.00	JB	\$1,853,250.00	\$0.00
,	up to 25000 Users.				V.1000,200	
			*			
1205	First Option Period - Tax Research Service - up to 30000 Users.		0.00	JB	\$1,975,800.00	\$0.00
	up to 30000 Osers.					
1206	First Option Period - Tax Research Service -		0.00	JB	\$2,098,250.00	\$0.00
	up to 35000 Users.					
	Philophy Butot To Dec. 10					
1207	First Option Period - Tax Research Service - Unlimited Access.		0.00	JB	\$2,098,250.00	\$0.00
	Orientiaed Access.			.		en de la companya de La companya de la co
			<u>. </u>			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES	S/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)					
				1.00		
1208	First Option Period - Tax Research Service - Each user over 10000.		0.00	EA	\$147.53	\$0.00
	Each user over 10000.					
1209	First Option Period - Tax Research Service -		0.00	EA	\$108.94	\$0.00
	Each user over 15000.					
4040	First Option Period - Tax Research Service -					
1210	Each user over 20000.	and the second of the second of the second	0.00	EA	\$86.47	\$0.00
				1		
			}	1.5		
1211	First Option Period - Tax Research Service -		0.00	EA	\$74.13	\$0.00
	Each user over 25000.					
1212	First Option Period - Tax Research Service -		0.00	 EA	\$65.86	\$0.00
12.2	Each user over 30000.		. 0.00		400.00	\$0.00
14			.			
				. ·		
1213	First Option Period - Tax Research Service - Each user over 35000.		0.00	EA	\$59.95	\$0.00
	Each user over 35000.					
1214	Submission of Individual Subcontracting		1.00	EA	\$0.00	\$0.00
	Report and the Summary Subcontracting Report					
	via the Electronic Subcontracting Reporting					
100	System (eSRS).					
2200	Second Option Period - Tax Research Service.		1.00	YR	\$0.00	\$0.00
			.*			
	The period of performance shall be from					
	January 1, 2011 through December 31, 2011.					
2201	Second Option Period - Tax Research Service		0.00	JB	\$1,541,000.00	\$0.00
	- up to 10000 Users.		,			
	Second Ordina Pariod Tay Decearsh Service					
2202	Second Option Period - Tax Research Service - up to 15000 Users.		0.00	JB	\$1,705,050.00	\$0.00
	Sec. 1			**		
		•	j			
2203	Second Option Period - Tax Research Service		0.00	JB	\$1,803,800.00	\$0.00
	- up to 20000 Users.			.		
			j	ŀ		
2204	Second Option Period - Tax Research Service		0.00	JB	\$1,932,000.00	\$0.00
	- up to 25000 Users.		. 0.00	"	Ψ1,002,000.00	ψ0.00
				.		
* /				ļ		
2205	Second Option Period - Tax Research Service		0.00	JB	\$2,058,600.00	\$0.00
	- up to 30000 Users.		.			
			Į.			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)	QO/ATTITI		CIVIT FRICE (US\$)	AMOUNT (US\$)
	Second Option Period - Tax Research Service				
2206		0.00	JB	\$2,185,400.00	\$0.00
	- up to 35000 Users.				
		1]		
2207	Second Option Period - Tax Research Service	0.00	JB	\$2,185,400.00	\$0.00
	- Unlimited Access.			42,100,700.00	Ψο,σο
0000	Second Option Period - Tax Research Service				
2208	- Each user over 10000.	0.00	EA	\$154.10	\$0,00
	- Each user over 10000.				
" a later of the first first		1			1. 2 5 3. 3 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6
			1	. · · · · · · · · · · · · · · · · · · ·	
2209	Second Option Period - Tax Research Service	0.00	EA	\$113.67	\$0.00
	- Each user over 15000.				
			ļ		
2210	Second Option Period - Tax Research Service	0.00	EA	\$00.10	60.00
	- Each user over 20000.	0.00	-^	\$90.19	\$0.00
			1		
8844	Second Option Period - Tax Research Service				
2211	- Each user over 25000.	0.00	EA	\$77.28	\$0.00
	- Each user over 25000.				
			1 1 1		
2212	Second Option Period - Tax Research Service	0.00	EA	\$68.62	\$0.00
	- Each user over 30000.				
2213	Second Option Period - Tax Research Service	0.00	EA	\$62.44	\$0.00
	- Each user over 35000.			******	
2214	Submission of Individual Subcontracting	1.00	EA	\$0.00	\$0.00
	Report and the Summary Subcontracting Report		- Ti-		Ψ0.00
	via the Electronic Subcontracting Reporting			·	
	System (eSRS).				
Janus Carlos					
3200	Third Option Period - Tax Research Service.				
3200	Third option Total Tax Nobbaron Colvido.	1.00	YR	\$0.00	\$0.00
	The period of performance shall be from				
	January 1, 2012 through December 31, 2012.				
	January 1, 2012 through December 31, 2012.				
3201	Third Option Period - Tax Research Service -	0.00	JB	\$1,609,700.00	\$0.00
	up to 10000 Users.		•		
3202	Third Option Period - Tax Research Service -	0.00	JB	\$1,779,300.00	\$0.00
	up to 15000 Users.	1			
, , , , , <u>, </u>			.		
		F	Ì		
3203	Third Option Period - Tax Research Service -	0.00	JB	\$1,881,600.00	
	up to 20000 Users.	0.00	ab	Φ1,001,0UU.UU	\$0.00
		. [
			1		
000	Third Option Period - Tax Research Service -				
3204		0.00	JB	\$2,014,250.00	\$0.00
*	up to 25000 Users.			· ·	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24.
TILIMITO.	(CONTINUE)	QOANTITI	CIVIT	CIVIT PRICE (US#)	AMOUNT (US\$)
0005	Third Option Period - Tax Research Service -				
3205	up to 30000 Users.	0.00	JB	\$2,145,300.00	\$0.00
		· .			
	Third Option Period - Tax Research Service -				
3206	up to 35000 Users.	0.00	JB.	\$2,276,400.00	\$0.00
0007	Third Option Period - Tax Research Service -				
3207	Unlimited Access.	0.00	JB	\$2,276,400.00	\$0.00
0000	Third Option Period - Tax Research Service -				
3208	Each user over 10000.	0.00	EA	\$160.97	\$0.00
0000	Third Option Period - Tax Research Service -				
3209	Each user over 15000.	0.00	EA	\$118.62	\$0.00
3210	Third Option Period - Tax Research Service -	0.00	_		
3210	Each user over 20000.	0.00	EA	\$94.08	\$0.00
3211	Third Option Period - Tax Research Service -		-		
.0211	Each user over 25000.	0.00	EA	\$80.57	\$0.00
3212	Third Option Period - Tax Research Service -	0.00	EA	\$71.51	\$0.00
• •	Each user over 30000.	0.00			\$0.00
			ľ		
3213	Third Option Period - Tax Research Service -	0.00	EA	\$65.04	\$0.00
	Each user over 35000.		7		
3214	Submission of Individual Subcontracting	1.00	EA	\$0.00	\$0.00
	Report and the Summary Subcontracting Report				
.41	via the Electronic Subcontracting Reporting System (eSRS).		ľ		
	F				
4200	Fourth Option Period - Tax Research Service.	1.00	YR	\$0.00	\$0.00
	The period of performance shall be from				
	January 1, 2013 through December 31, 2013.				
4201	Fourth Option Period - Tax Research Service	0.00	JB	\$1,681,600.00	\$0.00
	- up to 10000 Users.				
4202	Fourth Option Period - Tax Research Service	0.00	ЈВ	\$1,856,850.00	\$0.00
	- up to 15000 Users.				

19.	20.	21,	22.	23.	24.
ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE (US\$)	AMOUNT (US\$)
: 	(CONTINUE)]	1	1	
		1			
4203	Fourth Option Period - Tax Research Service	0.00	JB	\$1,962,800.00	\$0.00
	- up to 20000 Users.				
			ľ		
4204	Fourth Option Period - Tax Research Service	0.00	100	60 400 000 00	60.00
4204		0.00	JB	\$2,100,000.00	\$0.00
	- up to 25000 Users.		1		
4205	Fourth Option Period - Tax Research Service	0.00	JB	\$2,235,600.00	\$0.00
	- up to 30000 Users.				
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4206	Fourth Option Period - Tax Research Service	0.00	JB	\$2,371,250.00	\$0.00
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	- up to 35000 Users.				
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4207	Fourth Option Period - Tax Research Service	0.00	JB	\$2,371,250.00	\$0.00
	- Unlimited Access.			1	
4208	Fourth Option Period - Tax Research Service	0.00	EA	\$168.16	\$0.00
7200	- Each user over 10000.	0.00		Ψ100.10	Ψ0.00
	- Each user over 10000.				
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4209		0.00	EA	\$123.79	\$0.00
	- Each user over 15000.			1	
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4210	Fourth Option Period - Tax Research Service	0.00	EA	\$98.14	\$0.00
	- Each user over 20000.			1	45.55
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4044	Fourth Option Period - Tax Research Service	0.00	ĖA	1	0.00
4211		0.00	EA	84.00	0.00
	- Each user over 25000.	·]			
4212	Fourth Option Period - Tax Research Service	0.00	EΑ	\$74.52	\$0.00
	- Each user over 30000.				
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4213	Fourth Option Period - Tax Research Service	0.00	EA	\$67.75	\$0.00
7610	- Each user over 35000.		<u>~</u> .	ψί./5	90.00
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4214	Submission of Individual Subcontracting	1.00	EA	\$0.00	\$0.00
	Report and the Summary Subcontracting Report				The Company of
	via the Electronic Subcontracting Reporting				
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SECTION I – STATEMENT OF WORK

1.0 Executive Summary

The Internal Revenue Service (IRS) is committed to providing standardized, consistent electronic research services to employees throughout the country. The acquisition and management of these research services are centralized under the Office of Servicewide Policy, Directives, and Electronic Research (SPDER). The objective of this Statement of Work (SOW) is to obtain, through competitively awarded fixed-price contracts, a suite of robust electronic research services to meet the agency's electronic research needs.

The IRS has a wide range of diverse users with different and unique tax, legal, business and news research requirements. The principal use of electronic research services is to complete a full analysis of a tax return, whether as part of the audit process, collection process, or assistance process. This improves the quality of cases, assists in the fair application of the laws, and helps front line assistors resolve taxpayer questions. Users of these research materials are primarily: Customer Service Representatives, Revenue Officers, Revenue Agents, International Agents, Attorneys, Employment Tax Personnel, Tax Compliance Officers, Tax Auditors, Appeals employees, Estate and Gift Tax Attorneys, Employee Plans Specialists, Exempt Organizations Specialists, and Librarians.

In addition to tax law research, employees in other disciplines use the legal, business and news services to:

- Research personnel and labor law,
- Conduct statistical and trend analysis.
- Research academic journals and publications related to tax administration, and
- Identify industry news and trends.

These employees include: General Legal Attorneys, Personnel Specialists, Labor Relation Specialists, Statisticians, and Operational Research Specialists.

The Treasury Departmental Office (Treasury) has partnered with the IRS to obtain its research services. This Statement of Work outlines the requirements of the larger IRS audience, while at the same time affording Treasury the option to procure research services using the IRS contract vehicle. Treasury Departmental Office employees include attorneys, economists, tax professionals and financial professionals.

The IRS and Treasury will purchase services for a fixed number of users which can be increased or decreased at negotiated intervals, which will occur no more than twice a year. Approximately 30,000 IRS employees and 500 Treasury employees are users of research services. Anticipated users for each award group are described under the award group requirements.

Contractors shall fully describe how their offering will satisfy the diverse population of users and research requirements. This includes not only a description of content and functionality, but also shall include a detailed training plan, marketing plan, and implementation and operation plan. Contractors will be evaluated on how well their proposal meets the requirements and objectives of this SOW along with their completeness and clarity in addressing the Government's requirements.

2.0 Notification Of Changes To Content Or Service

2.1 Standardization is a significant component of the IRS electronic research strategy. The IRS understands that

content is continually being added and deleted to the commercial research services, but it is the intent of this contract that all sources of content proposed by the contractor to satisfy either mandatory or highly desirable criteria in the solicitation shall be continuously available and kept current throughout the life of the contract. In the event the contractor cannot comply with the requirements outlined below, the contractor shall provide a comprehensive response explaining any deviations they are proposing.

- 2.2 The contractor shall provide monthly notification to the Contracting Officer and the Contracting Officer's Technical Representative (COTR) of all sources being added and all sources being dropped that are within the scope of this contract. This notification shall include a notation of whether the source is included or excluded under the contract. If third party negotiations prevent monthly notice, the contractor shall advise the IRS as soon as it is permissible to provide such notification.
- 2.3 If the IRS determines that a dropped source is material to IRS, the COTR will request from the contractor a list of comparable replacement sources.
- 2.4 The government reserves the right to approve offered replacement sources. If the comparable sources offered by the contractor are not acceptable to the IRS and/or Treasury, the contractor shall propose price reductions for those discontinued sources. Any price reductions shall take effect on the date the sources are no longer available online.
- 2.5 The contractor shall notify the COTR at least 30 days in advance of any changes in operation or functionality of the research system.
- 2.6 It is expected that the IRS will not be charged for any system or product upgrades, new functionality, or expanded content that are already part of the library purchased by the IRS, and/or are part of the contractor's continual product development and enhancement.
- 2.7 Any new features or enhancements not offered to IRS will not be displayed or taught in classes offered to IRS personnel.

3.0 Copying, Downloading And Distribution Of Materials

- 3.1 In addition to using the contractor products to conduct research, IRS and Treasury often use these products for other internal purposes.
- 3.2 It is mandatory that contractors address <u>all</u> restrictions placed on its services to include those specifically related to each of the uses listed below. Providing the standard copyright and license agreement as a response is not sufficient.
 - Copying of contractor reference materials for training purposes.
 - Inserting source documents or portions thereof into training materials
 - Posting IRS courses that contain excerpts from a commercial service to the Internet.

- Releasing an IRS or Treasury document that contains an excerpt from a commercial service pursuit to a Freedom of Information Act (FOIA) request.
- Releasing a document downloaded from a commercial service pursuant to a FOIA request.
- Inserting source documents or portions thereof into other internal documents.
- Inserting source documents on a CD as part of a submission of an electronic brief.
- Linking to source documents on contractor services in IRS training materials.
- Linking to source documents on contractor services in other IRS or Treasury internal documents.
- Posting specific contractor-provided documents on the IRS or Treasury Intranet for internal informational purposes.
- Providing a single copy of a document to a third party such as a taxpayer and/or power of attorney.
- 3.3 It is not the Government's intent to duplicate all or any significant portion of a contractor's database.

4.0 IRS Computing Environment

4.1 Background Information

- 4.1.1 A web-browser currently serves as the end-user interface for Internet-based commercial services.
- 4.1.2 Users on the IRS network (intranet) also access commercial tax research services housed inside the IRS firewall.
- 4.1.3 IRS users in the field or working from home conduct research two ways:
 - By using contractor-provided portable CD ROM's and
 - By dialing into the IRS network using secure dial-in or virtual-private-network (VPN) communication hardware and/or software.

4.2 Technical Requirements

- 4.2.1 It is mandatory that any research service offered as a Windows or web-based system run under Windows XP as well as any successor Microsoft operating system adopted by the IRS.
- 4.2.2 It is mandatory that any external web-based service be implemented in a manner that eliminates any reasonable security concerns regarding the use of Java applets, ActiveX or similar client-side processing.
- 4.2.3 It is mandatory that the contractor ensure and certify that the products provided both at award and throughout the life of the contract comply with Section 508 of the Rehabilitation Act of 1973 (as amended). A Voluntary Product Accessibility Template shall be prepared by the contractor and submitted to the Contractor Officer upon request.

5.0 Award Group 2 - Tax Research Service

5.1 Overall Requirements

- 5.1.1 This is a comprehensive tax library which shall include the full range of tax related authorities, administrative and judicial interpretations, tax legislation, and IRS documents, as well as a citator that provides both the history of the case, a listing of other authorities, and judicial decisions. Approximately 25,000 employees will use this library.
- 5.1.2 The contractor shall list all sources being offered to meet the mandatory and highly desirable content and all content that is specifically excluded from the offering.
- 5.1.3 The contractor shall distinguish between databases that contain abstract information and those that contain full text data.

5.2 Mandatory Content:

- 5.2.1 The following mandatory content:
 - 5.2.1.1 Internal Revenue Manual (IRM) The IRM is the official source of all IRS policies, procedures and guidelines. It is mandatory that the contractors maintain a current Internal Revenue Manual (IRM) by obtaining updates electronically from the IRS print contractor. The contractor's CD-ROM version of the IRM shall be updated at least quarterly.
 - 5.2.1.2 Legal and Administrative Content
 - Internal Revenue Code
 - U.S. Tax Treaties
 - Income Tax Regulations (Final, Temporary, and Proposed)
 - Legislative History of Internal Revenue Code Sections
 - Internal Revenue Bulletins and Cumulative Bulletins
 - Revenue Rulings
 - Revenue Procedures
 - Announcements and Notices
 - Chief Counsel Guidance, including but not limited to:
 - Private Letter Rulings
 - Technical Advice Memoranda
 - General Counsel Memoranda
 - Actions on Decisions
 - Field Service Advice
 - Service Center Advice
 - Chief Counsel Advice
 - Industry Specialization Program (ISP) Coordinated Issue Papers
 - Market Segment Specialization Program (MSSP) Audit Technique Guides
 - IRS Taxpayer Publications
 - Income tax guide or handbook
 - 5.2.1.3 Additionally, the IRS or the Office of Chief Counsel of the IRS may create new forms of guidance during the term of this contract. Once such guidance is instituted and published, it is expected that it will also be included at no additional cost.

- 5.2.2 The contractor's online version of the IRM shall be updated at least monthly.
- 5.2.3 Administrative Interpretations issued by the Treasury Department that are not identified in 5.2.1. Examples include but are not limited to Treasury Decisions and Treasury Orders, Tax Related Executive Orders, etc.
- 5.2.4 Judicial Decisions include those decisions within the federal court system handed down by judges in tax matters that decide questions of fact or questions of law, including but not limited to:
 - Briefs
 - Full-Text Judicial Decisions
 - Bankruptcy Court (Tax Cases)
 - Board of Tax Appeals (Regular & Memorandum Decisions)
 - Tax Court of the United States (Regular & Memorandum Decisions)
 - United States Tax Court (Regular & Memorandum Decisions)
 - United States District Court
 - United States Court of Federal Claims
 - United States Circuit Court of Appeals
 - United States Court of Appeals for the Federal Circuit
 - United States Supreme Court
- 5.2.5 At least one Commercial Tax Service. Commercial Tax Services are commentaries on tax law and are generally categorized into two types:
 - Annotated tax services are organized by IRC section and are explanatory in nature.
 - Topical tax services are organized by broad topic or issue and are analytical in nature.
 - The contractor shall provide a listing of all the Commercial Tax Services offered in their proposal.
- 5.3 Highly Desirable Content:
 - 5.3.1 Secondary Tax Research Material The contractor shall provide detailed listings of content that is being offered.
 - 5.3.2 It is highly desirable that the contractor not display links to content that the IRS cannot access.
- 5.4 Mandatory Features
 - 5.4.1 The following mandatory features:
 - 5.4.1.1 Searching It is mandatory that the product allow the user to use multiple search methods and to determine the actual words and topics to be searched and have all of the following search options available:
 - Boolean logic searches;
 - Proximity searches;
 - Exact phrase searches:
 - Conceptual or natural language searches and

- Search by citation
- 5.4.1.2 Linking It is mandatory that the user be able to link directly in the body of text being researched to cited documents.
- 5.4.1.3 Help It is mandatory that the product have:
 - An extensive online Help feature, and
 - A comprehensive user guide or manual
- 5.4.2 A Tax Citator which provides the history of federal tax related judicial and administrative interpretations.
- 5.4.3 The product shall have proven and known ability to provide LAN/WAN access.
- 5.5 Highly Desirable Features
 - 5.5.1 The following highly desirable features:
 - 5.5.1.1 The contractor shall provide a detailed description of the features available in the electronic research system offered. The description should include, but not be limited to, capabilities such as:
 - Searching;
 - Customization options;
 - Work log and search history;
 - On-line help;
 - Delivery Options;
 - Navigating within a document
 - The contractor shall provide a detailed description of the Linking incorporated in the electronic research system offered. The description should include, but not be limited to, capabilities such as linking at the code subsection level to related documents, explanations, and references.
 - 5.5.1.3 The contractor shall provide a detailed description of the additional IRM functionality incorporated in the electronic research system offered. The description should include, but not be limited to, capabilities such as:
 - Retrieving documents at the sub-section level
 - Linking to other IRM sections
 - Linking to source documents
 - 5.5.2 It is highly desirable that an Intranet version of this product be available. If offered, the contractor shall fully describe all system requirements for implementation of this Intranet-based service, as well as any additional costs for the Intranet-based service.
 - 5.5.3 The contractor shall provide a detailed description of the Tax Citator being offered.

- 5.5.4 It is highly desirable that a utility be provided which automates the extraction of citations from a document and validates them with a Citation Service. The utility should generate a summary report listing problem cites requiring attention.
- 5.5.5 It is highly desirable that the contractor provide additional Commercial Tax Service as described in 5.2.5.
- 5.5.6 Linking It is highly desirable that a desktop utility be provided which automates the creation of links within a Microsoft Word document. The utility should search for all legal citations and automatically reformat them into the appropriate format to link to the authority on the applicable CD-ROM, online, or web-based service.
- 5.5.7 It is highly desirable that a system access method be provided that does not require individual user IDs or passwords.

6.0 Managing and Supporting the Contract

- 6.1 The contractor shall maintain an Implementation and Operation (I/O) plan which has been approved by the IRS COTR for each of the following categories:
 - Customer Service Support
 - Training Support
 - Marketing Support
 - Enterprise ID Solution
 - Contract Reviews and Reports

6.2 Customer Service Support

6.2.1 Mandatory Requirements:

- 6.2.1.1 The Contractor shall provide standard support normally provided to commercial clients to assist in resolving technical problems. The contractor shall describe how it will provide instructions and guidance in the installation, configuration, and maintenance of any software for both the initial installation and for all software upgrades.
- The contractor shall provide a description of customer service and technical support provided to ensure customer's issues are resolved.
- 6.2.1.3 It is mandatory that support be available 12 hours a day, Monday through Friday.

6.2.2 Highly Desirable Requirement:

6.2.2.1 It is highly desirable that technical support be available via telephone 24 hours a day 7 days a week.

6.3 Training Support

- 6.3.1 Overview The IRS has moved to an E-learning strategy to complement the traditional classroom based approach. The Training Objective is to provide sufficient ongoing training to enable users to achieve a level of comfort that allows them to:
 - Retrieve information using the word search feature
 - Retrieve information by citation
 - Navigate within the research system from one database to another
 - Navigate within a retrieved document
 - Download (print or save) desired information
 - Effectively use a citator service (where relevant)
 - Locate sources (locate the best database for the search)
 - 6.3.1.1 The Training Plan will be evaluated as to how well it meets the Training Objective as stated herein. At a minimum, the plan shall include a description of:
 - The contractor's standard commercial training package
 - The training package designed for this award
 - The support available to all end users
 - Any other information demonstrating a commitment to train all end users (e.g. willingness to customize training to account for the needs of specific user groups)
 - The types of training materials available to each end user
 - The number of hours involved with respect to each method of training
 - The contractor's schedule for updating training material whenever significant product changes are made

6.3.2 Mandatory Requirements:

- 6.3.2.1 The contractor shall offer continuous, incremental training on a recurring basis at both the beginner and advanced levels. The contractor shall address how it plans to establish a recurring schedule of training classes with online registration.
- 6.3.2.2 Unavailable content and features will not be taught or displayed during IRS classes.
- All requests for training or product demonstrations shall be coordinated with SPDER. Contractors are not permitted to schedule training events directly with IRS end users.
- Quick reference cards/guides shall be provided for every end-user. It is mandatory that revised quick reference cards/guides be provided to every user for any significant upgrade to contractor's research system.
- 6.3.2.5 It is mandatory for contractors to include E-learning options in their plan. Some examples of E-learning include but are not limited to:
 - Web-based course delivery of tutorials
 - Virtual classrooms delivered through web-conferencing
 - Virtual classrooms delivered telephonically
 - CD-ROM course delivery of tutorials
 - Contractor provided options

- 6.3.2.6 It is mandatory that the contractor provides a comprehensive, interactive, customized electronic tutorial for the IRS within six months after the contract award date. The tutorial shall be maintained and updated to reflect any significant upgrade to the research system. This tutorial is to cover subjects such as:
 - Getting Started
 - Retrieving A Document Via Citation
 - Selecting A Source
 - Searching Using Boolean And Proximity Connectors
 - Searching Using Natural Language (where relevant)
 - Other Types of Searching (table-of-contents, a clipping service, segment/field searching, date-restrictive searching, etc.)
 - Validating An Authority Using A Citator (Where relevant)
 - Delivery Options
 - 6.3.2.6.1 IRS subject matter experts will assist the contractor in developing IRS specific training tutorials.
 - 6.3.2.6.2 If a software plug-in is required, the contractor shall coordinate with the COTR to choose a plug-in on the approved list of Common Operating Environment software products.
 - 6.3.2.6.3 If streaming video is contemplated for a web-based tutorial, the contractor shall coordinate with the COTR for approval.

6.4 Marketing Support

- 6.4.1 Overview -The IRS and Treasury often organize special events (conferences, continuing professional education (CPE) sessions, national or regional meetings). Contractors may be invited by the SPDER office or by the hosting IRS organization to attend these events as exhibitors, presenters or as participants. Contractors shall coordinate attendance at all such activities with the SPDER office.
- 6.4.2 Mandatory Requirements:
 - 6.4.2.1 The contractor shall submit a "Marketing Plan" outlining the type of activities the contractor intends to support, sponsor or promote. At a minimum, the plan shall include a description of:
 - The types of events the contractor is willing to attend/not attend
 - The geographic locations the contractor is willing to attend/not attend
 - The types of material the contractor is willing to provide for these special events, and
 - The lead time required for attendance at special events
 - IRS has centralized the selection and purchase of electronic research services under SPDER. All requests for new content and all requests to demonstrate products shall be coordinated with SPDER. Contractors are not permitted to directly market new services to the end users.

- Press releases referencing contracts with IRS require approval by IRS in advance of release.
- No direct E-Mails are to be sent to users without approval by SPDER.

6.4.3 Highly Desirable Requirements:

6.4.3.1 It is highly desirable that periodic electronic and print newsletters with tips for searching and using the system be offered.

6.5 Enterprise Access Solution

6.5.1 Overview -The IRS seeks flexibility in providing access to the contractor's system. It is mandatory that the contractor propose an enterprise solution for managing user access that will be available no later than 90 days after contract award date. IRS will work with the contractor in developing any automated solution.

6.5.2 Mandatory Features

- 6.5.2.1 It is mandatory that the contractor provide IRS with the ability to create a report listing all users of the system, which includes all field information that has been captured for each user.
- 6.5.2.2 At a minimum, the following fields are considered mandatory elements of any automated solution:
 - Name
 - E-mail addresses
 - IRS or Treasury Departmental Office Division/Function

6.5.3 Highly Desirable Features

- 6.5.3.1 If IDs must be generated, it is highly desirable that the proposed enterprise solution allows the IRS to automate the issuance of ID's in-house.
- 6.5.3.2 It is highly desirable that the proposed enterprise solution allows the ability to search by any provided field or fields, the ability to remove access for a user, and the ability to edit information input into any automated system.
- 6.5.3.3 It is highly desirable that the proposed enterprise solution allows a cadre of IRS administrators (approximately 20) to access any automated system proposed to generate and manage access.
- 6.5.3.4 It is highly desirable that the proposed enterprise solution allows ID Administrators to download/export reports of its own users to a spreadsheet for internal use.
- 6.5.3.5 It is highly desirable that changes to the enterprise access solution be implemented at no additional cost to the government. (For example, changes to the IRS Organizational structure may require changes to the tool.)

- 6.5.3.6 If IDs must be generated, it is highly desirable that the tool allows for batch uploads of large quantities of ID requests (such as for new hires).
- 6.5.3.7 It is highly desirable that the system automatically cancel access for any user after one year of non-usage.

6.6 Contract Reviews and Reports

6.6.1 Mandatory Requirements:

- 6.6.1.1 IRS will meet with contractors for a quarterly contract review. Mutually agreeable meeting dates will be arranged to accommodate the needs of both the contractor and the IRS.
- It is mandatory that the statistical reports described below be provided electronically to the IRS three (3) business days before the quarterly meeting:

6.6.2 Mandatory Reports:

- 6.6.2.1 "Searches" reported in the Quarterly Reports shall include all methods of access or data retrieval including, but not limited to, key word searching, table of contents searching, document retrieval etc.
- Quarterly Statistical information shall be provided by each IRS division and Treasury Departmental Office on:
 - Monthly usage
 - Specific Quarterly Reports:
 - Total Number of Searches
 - Total Number ID's Used
 - Ten Most Popular Databases
- 6.6.2.3 Biannual reports of unique ID's not used in a 6 consecutive month period for each operating division and function.

6.6.3 Highly Desirable Requirement:

6.6.3.1 Changes to the reports may be requested. It is highly desirable that the changes be implemented without incurring additional costs.

7.0 SUBCONTRACTING PLAN

The contractor's subcontracting plan, dated March 19, 2008, is hereby incorporated by reference. In accordance with DTAR 1019.705-3(c), submission of the Individual Subcontracting Report and the Summary Subcontracting Report via the Electronic Subcontracting Reporting System (eSRS) shall be a deliverable under this contract.

8.0 REPRESENTATIONS AND CERTIFICATIONS

The contractor's representations and certifications, provided with its proposal on April 8, 2008, is hereby incorporated by reference.

SECTION II – CONTRACT CLAUSES

1.0 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (Feb 2007)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice.
 - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;

- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.-
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.

- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

2.0 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2007)

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

나에는 하는 사람들은 사람들이 가는 사람들이 가득하는 사람들이 되었다. 그는 사람들이 가득하는 사람들이 되었다면 가득하는 것이다.
(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has ind as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
X (2) 52.204-4, Printed or Copied Double-Sided on Recycled Paper (Aug 2000).
X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
(4) [Reserved]
(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
(ii) Alternate I (Oct 1995) of 52.219-6.
(iii) Alternate II (Mar 2004) of 52.219-6.
(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
(ii) Alternate I (Oct 1995) of 52.219-7.
(iii) Alternate II (Mar 2004) of 52.219-7.
X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
X (8) (i) 52.219-9, Small Business Subcontracting Plan (Sept 2007)(15 U.S.C. 637 (d)(4)).
(ii) Alternate I (Oct 2001) of 52.219-9.
X_ (iii) Alternate II (Oct 2001) of 52.219-9.
X (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
<u>X</u> (10) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
X (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (June 2003) of 52.219-23.

에 보고 있다. 그는 사람이 있는 보다 한 경기에 기계 기계 보고 있는 것이 되는 것이다. 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은
(12) 52.219-25, Small Disadvantaged Business Participation Program_Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-26, Small Disadvantaged Business Participation Program_Incentive Subcontracting (Oct 2000)(Pub. 103-355, section 7102, and 10 U.S.C. 2323).
(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
(15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632 (a)(2))
X (16) 52.2222-3, Convict Labor (June 2003) (E.O. 11755)
(17) 52.222-19, Child Labor_Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).
X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
X_(19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
X_(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).
X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
X_(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).
(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
X_(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
(ii) Alternate I (AUG 2007) of 52.222-50.
(25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii))(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
X (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
X_ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products Dec 2007) (E.O. 13423).
(ii) Alternate I (Dec 2007) of 52.223-16.
(28) 52.225-1, Buy American Act_Supplies (June 2003) (41 U.S.C. 10a-10d).

(29)(i) 52.225-3, Buy American Act_Free Trade Agreements_Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
(ii) Alternate I (Jan 2004) of 52.225-3.
도시 하는 사람이 있는 것이 되는 것이 되었다. 그런 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은
(iii) Alternate II (Jan 2004) of 52.225-3.
(30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
X (36) 52.232-33, Payment by Electronic Funds Transfer_Central Contractor Registration (Oct 2003) (31 U.S.C 3332).
(37) 52.232-34, Payment by Electronic Funds Transfer_Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
(38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
X(39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
(40)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631)(ii) Alternate I (Apr 2003) of 52.247-64.
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold.

- and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
 - The Comptroller General of the United States, or an authorized representative of the Comptroller (1) General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records

relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
 - (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
 - (viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,
 - While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

3.0 52.216-1 TYPE OF CONTRACT (APR 1984)

This is a fixed-priced IDIQ contract.

(End of provision)

4.0 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1/1/2009 through 12/31/2014.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

5.0 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-- (1) Any order for a single item in excess of \$40,000,000.000; (2) Any order for a combination of items in excess of \$40,000,000.00; or (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum- order limitations in paragraph (b) of this section. (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

6.0 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were

completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12/31/2014.

(End of clause)

7.0 **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

8.0 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

9.0 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

10.0 CONTRACT TERM

The term of this contract, including the exercise of all option years is 59 months. The base period is 11 months; each subsequent option year consists of a 12 month period of performance which will commence from February 1, 2009 and extend through December 31, 2013, if all option years are exercised.

11.0 CONTRACTING OFFICER

The Contracting Officer (CO) designated for administration of this contract(s) is <u>Barbara E. Czerw</u>. The CO, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

12.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY (APR 2004) (DTAR 1052.201-70)

- (a) The contracting officer's technical representative is: Lillian Roth.
- (b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the specification(s)/work statement.

 The COTR does not have authority to issue technical direction that:
 - (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
 - (2) constitutes a change as defined in the clause entitled "Changes";
 - in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) interferes with the contractor's right to perform under the terms and conditions of the contract;
 - (6) directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

13.0 IRSAP 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (SEP 2006)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations shall be available to the Contractor through the National Institutes of Health Contractor Performance System (CPS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

(End of Clause)

14.0 IR1052-96-070 NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

[End of Clause]

15.0 IR1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS (Jun 2005)

The Contractor, or anyone acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under the provisions of 31 U.S.C. 333 and this contract. Further, a violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

[End of Clause]

16.0 DISCLOUSRE OF INFORMATION

(a) IRSAP 1052.224-9000(a) DISCLOSURE OF INFORMATION-SAFEGUARDS (JAN 1998)

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

- (a) All work shall be performed under the supervision of the contractor or the "contractor's responsible employees.
- (b) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal

Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

(c) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspections(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-6, Alternate IV), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

(b) IRSAP 1052-224-9002 DISCLOSURE OF INFORMATION-INSPECTION (DEC 1988)

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

(c) RESTRICTION AGAINST DISCLOSURE

The Contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the possession of the Contractor, to those employees needing such information to perform the Statement of Work, i.e., on a "need to know" basis, and agrees to immediately notify the COTR, in writing, in the event that it is determined or there is reason to suspect a breach of this requirement.

17.0 1052.239-9002 YEAR 2000 WARRANTY -- COMMERCIAL SUPPLY PRODUCTS (JUL 1997)

The contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within the time period consistent with this contract's Inspection clause(s). Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

[End of clause]

In accordance with 36 CFR 1194, Subpart D, the electronic and information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, as amended, and the EIT accessibility standards established by the Architectural and Transportation Barriers Compliance Board (Access Board).

At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in Section J, Attachment 1. The Contractor shall maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.

[End of clause]

SECTION III - QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

I. <u>PURPOSE</u>:

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the performance based service standards included in this contract and in subsequent task orders issued hereunder. The intent of the plan is to provide a basis for the Contracting Officer's Technical Representative (COTR) to evaluate the quality of the Contractor's performance in providing enterprise wide access to electronic tax research services. The oversight provided for in the contract and in this plan shall ensure service levels reach and maintain the required levels throughout the contract term. This plan shall provide the COTR with a proactive way to avoid unacceptable or deficient performance, and provide verifiable input for the required annual past performance evaluations.

II. SCOPE

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract and follow-on task orders. The Contractor develops and submits these efforts for Government approval in compliance with the contract deliverables. Once accepted, the Contractor then uses this as a guide and to rigorously document the implementation and operation of the required management and quality control actions to achieve the specified results. The QASP on the other hand, is put in place to provide Government surveillance and oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract or task order. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's proposed efforts. The Government has provided the Contractor an informational copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing quality assurance methods and for providing the contractor an opportunity to comment and propose innovative solutions for the Government's QASP. The QASP document may be revised to incorporate the contractor's comments and recommendations to ensure a successful partnership between the Government and the Contractor.

III. <u>RESPONSIBILITIES</u>

The Government shall have responsibilities for the implementation of this QASP as follows:

<u>Contracting Officer</u> – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Contracting Officer's Technical Representative (COTR) - The COTR is responsible for technical administration of the contract, assures detailed technical oversight and proper Government surveillance of the contractor's performance. The COTR may serve as a direct conduit to provide Government guidance and feedback to the Contractor on technical matters; he or she is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

IV. METHODS OF QA SURVEILLANCE

In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The primary methods of surveillance are observations, inspections, complaints and review of those reports and items that are required to be maintained and delivered under this statement of work. The Government will use appointed representatives, as well as reports and input from users as sources of comments on the contractor's performance.

V. MEASURES

The measures listed below are expressed in the statement of work and measured by the required performance metrics in the table below:

1. SERVICE AVAILABILITY

Online Products:

- The contractor shall ensure access to their services is available 24 hours a day, 7 days a week. In the event service is unavailable for more than 12 consecutive hours during any given month, the IRS will decrease the monthly payment in an amount equal to the number of days the service is unavailable, rounded to the nearest whole day.
- The contractor shall ensure access to their toll free IRS Customer Service line is available 24 hours a day, 7 days a week. In the event service is unavailable for more than 12 consecutive hours during any given month, the IRS will decrease the monthly payment in an amount equal to the number of days the service is unavailable, rounded to the nearest whole day.

2. CONTENT AVAILABILITY

• The contractor shall provide monthly notification to the COTR of all sources added and deleted that are within the source of the contract. If a source deleted is deemed mandatory to IRS, the contractor shall offer a comparable source. If a proposed comparable source is not acceptable to the IRS, contractual remedies shall be utilized which include reducing monthly payments.

3. TRAINING

- The contractor shall provide continuous, incremental training on a recurring basis at both beginner and advanced levels. Timeliness will be defined by the program office and the contractor on or around contract award date. If timely training of IRS employees is not provided, contractual remedies shall be utilized which include reducing monthly payments.
- The contractor shall provide quick reference guides to all IRS users within 2 months of the contract award date. If not provided, contractual remedies shall be utilized which include reducing monthly payments.
- The contractor shall provide a comprehensive and interactive customized electronic tutorial within 6 months
 after contract award date. If not provided timely, contractual remedies shall be utilized which include reducing
 monthly payments.

4. ID/PASSWORD ISSUANCE

- The contractor shall issue IDs or passwords to all IRS users on or before 1/1/09. If the contractor does not issue by this date, monthly payment will be withheld until they are issued.
- The contractor shall maintain an automated solution for ID issuance. If the contractor fails to maintain this system, monthly payment will be withheld until it is in place.

5. CUSTOMER SERVICE/TECHNICAL SUPPORT

• The contractor shall maintain adequate customer service and technical support to ensure customer's issues are resolved efficiently. Failure to provide sufficient support may result in contractual remedies being utilized which include reducing monthly payments.

Desired Outcomes	Required Service	Performance Standard	Method of Surveillance	Date Accomplished	Compliance
Continuous	Maintain	Service	Customer		
availability	user access	available	feedback,		
of access to		24hours/day,	Periodic		
vendor's		7 days per	Inspection		
services		week			
Continuous	Retain all	As stated in	Customer		
Content	mandatory	the RFP	feedback,		
Availability	sources		Periodic		
			inspection		
Customer	Maintain	Service	Customer		
and	customer and	available	feedback,		
Technical	technical	12hours/day,	Periodic		
Support	support	5 days per	inspection		
Services	services to	week			
	ensure	minimum	i		
	customer's		-		
	issues are]		
	resolved				
	efficiently				
Training	Perform	As agreed to	Customer	.	
	continuous	at contract	feedback,	,	
	and timely	award	Periodic		
	training		inspection,		
ID/Password	Maintain	ID system	Periodic		
Issuance	automated	available for	Inspection		
	solution for	use by			
: .	ID issuance	administrators			

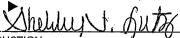
VI. DOCUMENTATION

The COTR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract. The COTR shall forward these records to the Contracting Officer at termination or completion of the contract.

VII. FAILURE TO PERFORM

The Government may apply contractual remedies such as notifications of failure to meet the performance standards through letters, cure notices, show cause notices. The Government reserves the right to reduce payment for failure to perform in accordance with the requirements of the contract. If the Government determines that the contractor has failed to perform to the extent that termination is justified, the Contracting Officer shall issue a notice of termination, consistent with FAR Part 49.

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TITLE: CONTRACTING/ORDERING OFFICER

OPTIONAL FORM 347 (REV.3/2005) Prescribed by GSA/FAR 48 CFR 53.213(e)

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO.

2

DATE OF OR	RDER 01/30/2009	CONTRACT NO.	TIRNO-08-D-00033		ORDER	NO.	0001	
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Section I

I.1 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by

EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for

recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this

clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal

Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the

Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

I.2 IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS (OBSOLETE - DO NOT USE)

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing http://www.ccr.gov. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing http://www.ccr.gov. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

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approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors not required to register in CCR may use the ACH Vendor/Miscellaneous Payment Enrollment Form to record their EFT payment information. COs will forward completed forms to BFC by: E-Mail: CFOBFC.InvoiceLink@irs.gov

Fax:

(304) 254-3544; or

Mail to:

Internal Revenue Service Beckley Finance Center

ATTN: Vendor Code Coordinator

P.O. Box 9002

Beckley, WV 25802

The CO shall advise the contractor to complete the form, Request for Waiver of Electronic Funds Transfer (EFT) Payment for Individuals, and submit it to BFC whenever an individual or sole proprietor contractor is not required to register in CCR, and qualifies for a waiver from EFT payments.

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to: *CFO BFC CCR Payment Information@irs.gov

I.3 IR1052-01-002 PAID SYSTEM

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is

free to contractors with Internet access. Registration for the PAID system can be done on-line at http://fims.treas.gov/paid/ (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 254-3300.

Section J

J.1 Privacy Act System of Record Notices (SORN)

The award involves the design, development, or operation of a system of records on individuals to accomplish an agency function. In accordance with FAR 24.103, the applicable system of records notice(s) are hereby identified:

IRS 48.001 Disclosure Records

J.2 Privacy Act System of Record Notices (SORN)

The award involves the design, development, or operation of a system of records on individuals to accomplish an agency function. In accordance with FAR 24.103, the applicable system of records notice(s) are hereby identified:

IRS 48.001 Disclosure Records

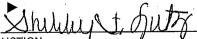
J.3 Privacy Act System of Record Notices (SORN)

The award involves the design, development, or operation of a system of records on individuals to accomplish an agency function. In accordance with FAR 24.103, the applicable system of records notice(s) are hereby identified:

IRS 48.001

Disclosure Records

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Attachment

- 1) The purpose of this order is to purchase 800 DVDs for the SBSE's new hires training. This is a "one time" purchase. The price for each DVD is \$23.50 each.
- 2) The period of performance is from the date of issuance through December 31, 2009.
- 3) All other terms and conditions of this contract remain unchanged and in full force and effect.

Section I

I.1 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
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- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for

recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
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(End of clause)

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"The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can

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Fax:

(304) 254-3544; or

Mail to:

Internal Revenue Service Beckley Finance Center

ATTN: Vendor Code Coordinator

P.O. Box 9002 Beckley, WV 25802

The CO shall advise the contractor to complete the form, Request for Waiver of Electronic Funds Transfer (EFT) Payment for Individuals, and submit it to BFC whenever an individual or sole proprietor contractor is not required to register in CCR, and qualifies for a waiver from EFT payments.

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to: *CFO BFC CCR Payment Information@irs.gov

I.3 IR1052-01-002 PAID SYSTEM - OBSOLETE DO NOT USE_

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is

free to contractors with Internet access. Registration for the PAID system can be done on-line at http://fms.treas.gov/paid/ (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 254-3300.

								OMB Control No. 1505-008
SOLI		ONTRACT/ORDER FOR (O COMPLETE BLOCKS 12,			S		FION NUMBER 3-M0-25-SP-A00 000	PAGE 1 OF 35
2. CONTRACT	NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NU	MBER	- 1	5. SOLICITA	TION NUMBER.	6. SOLICITATION ISSUE
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	venue Service Hill Road, Suite 500)	•			·	SMALL BUSINESS	☐ EMERGING SMAL
Oxon Hill, N	/ID 20745					•	HUBZONE SMALL	BUSINESS
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17a. CONTRAC	JOR/OFFEROR		CILITY	- 18a. P/	AYMENT WI	LL BE MADE	E BY COI	DE NVB030
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OFFER	(IF REMITTANCE I	S DIFFERENT AND PUT SUCH AD	DRESS IN		JBMIT INVO		DRESS SHOWN IN BLOCK 1	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SEF	RVICES		21. QUANTI	IY UNIT	23. UNIT PRICE	24. AMOUNT
		or Portable CD ROM Tax						
	Service in Accord Statement of Wor	ance with Section I,	٠.					
•	Statement of Wor	Ν.		.				
	This is an indefini	te delivery, indefinite	•		•			
•	quantity contract.							
	Boso Borland De-	toble CD DOM Terr Consider	* .		•			
0100	Dase Feliod - Por	table CD ROM Tax Service.				0.00 YR	\$0.0	\$0.00
	The period of perf	ormance shall be from						
	February 1, 2009	through December 31, 2009.						
		e Reverse and/or Attach Additional Sheets	as Necessary)					
5. ACCOUNTIN	IG AND APPROPR	IATION DATA					26. TOTAL AWARD AMO	OUNT (For Govt. Use Only)
<u> </u>		None	-		· · · · · · · · · · · · · · · · · · ·			\$ 0.00
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00 CONTD		ER INCORPORATES BY REFERENCE F		212-5 IS ATT				RE NOT ATTACHED.
COPIES TO ALL ITEMS	ISSUING OFFICE. SET FORTH OR OT	CONTRACTOR AGREES TO FURI THERWISE IDENTIFIED ABOVE AN RMS AND CONDITIONS SPECIFIE	NISH AND DE <mark>LIVE</mark> ID ON ANY ADDITIO		DATED INCLU	DING ANY AI	NTRACT: REF YOUR OFFER ON S DDITIONS OR CHANGES WI PTED AS TO ITEMS:	OFFER OLICITATION (BLOCK 5). HICH ARE SET FORTH
	E OF OFFEROR/CO			31a. UN			ICA (SIGNATURE OF CONTE	RACTING OFFICER)
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Oh NAME AND	TITLE OF SIGNED	(TYPE OR PRINT) 30c.	DATE SIGNED	31b NA	AE OE CONT	TDACTING O	FFICER (TYPE OR PRINT)	DATE CIONES
OD. TAMINE MIND	THE OF SIGNER	A. II Z ON I MINIT	PATE SIGNED	JID INAIN				31c. DATE SIGNED
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19.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
ITEM NO.	(CÖNTINUE)					
						• 1
0101	Base Period - Portable CD ROM Tax Service -		0.00	JB	\$1,040,000.00	\$0.00
	up to 10000 Users.					
		· · · · · · .				
0102	Base Period - Portable CD ROM Tax Service -		0.00	JB	\$1,485,000.00	\$0.00
	up to 15000 Users.					
			0.00		\$1,880,000.00	\$0.00
0103	Base Period - Portable CD ROM Tax Service - up to 20000 Users.		0.00	JB	\$1,000,000.00	
0104	Base Period - Portable CD ROM Tax Service -		0.00	JB	\$2,225,000.00	\$0.00
	up to 25000 Users.					
		`				
0106	Base Period - Portable CD ROM Tax Service -		0.00	EA	\$104.00	\$0.00
	Each user over 10000.					
		100		-	\$99.00	\$0.00
0107	Base Period - Portable CD ROM Tax Service - Each user over 15000.		0.00	EA	\$99.00	\$0.00
0409	Base Period - Portable CD ROM Tax Service -		0.00	· EA	\$94.00	\$0.00
0108	Each user over 20000.					
0109	Base Period - Portable CD ROM Tax Service -		0.00	EA	\$89.00	\$0.00
	Each user over 25000.			*		·
32a. QUANTITY	/ IN COLUMN 21 HAS BEEN					
☐ RECEIVED	D INSPECTED ACCEPTED, AND CONFORMS TO	OTHE CON	TRACT, EXCEPT	AS NOTE	D:	
32h SIGNATUE	RE OF AUTHORIZED GOVERNMENT 32c. DATE			D TITLE C	OF AUTHORIZED GOVERNME	NT
REPRESE	NTATIVE	. Ri	EPRESENTATIVE			
	A STATE OF THE STA	20f TE	I EDHONE NI IMBE	R OF AL	THORIZED GOVERNMENT R	EPRESENTATIVE
32e. MAILING A	ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	321. 15	LEFTIONE NOWE			
		32g. E-	MAIL OF AUTHOR	IZED GO	VERNMENT REPRESENTATIV	VE .
33. SHIP NUME	BER 34. VOUCHER NUMBER 35.AMOUNT VERIFIED CORRECT FOR		YMENT	٠		37. CHECK NUMBER
PARTIAL	1_1 	Цco	MPLETE L	PARTIAL	FINAL	<u> </u>
38. S/R ACCOL						
41a. 1 CEF	RTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42.a. F	RECEIVED BY (Prin	nt)		
41b. SIGNATUR	RE AND TITLE OF CERTIFYING OFFICER 41c. DATE	42h: R	ECEIVED AT (Loca	ation)		
		42 c D4	ATE REC'D (YY/MA	N/DD)	42d. TOTAL CONTAINERS	
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CONTRIBUTE Softmission of Individual Subcontracting 1.00 EA \$0.00 \$0.00	10	20.	21.	22.	23.	24.
Submission of Individual Subcontracting Flagor and the Submost Subcontracting Report	19. ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES		UNIT	UNIT PRICE (US\$)	AMOUNT (US\$)
Separat and the Summery Subcontracting Report		(CONTINUE)				
Separat and the Summery Subcontracting Report		Outsite ten of Individual Subapotropting	1.00	E4	\$0.00	\$0.00
Vet the Billiotronic Subcontracting Reporting	0110		1.00	EA	ψυ.υυ	ψ0.00
System (sSRS)						
First Option Period - Portable CD ROM Tax 0.00 YR \$0.00 \$0.00						
Service The period of performance shall be from January 1, 2010 through Decamber 31, 2010.						
Service The period of performence shall be from January 1, 2010 through December 31, 2010, Service The period of performence shall be from January 1, 2010 through December 31, 2010, Service Serv						
The period of performance shall be from January 1, 2010 through December 31, 2010. 1101 First Option Period - Portable CD ROM Tax Service - up to 10000 Users. 1102 First Option Period - Portable CD ROM Tax Service - up to 15000 Users. 1103 First Option Period - Portable CD ROM Tax Service - up to 15000 Users. 1104 First Option Period - Portable CD ROM Tax Service - up to 20000 Users. 1105 First Option Period - Portable CD ROM Tax Service - up to 20000 Users. 1106 First Option Period - Portable CD ROM Tax Service - up to 25000 Users. 1107 First Option Period - Portable CD ROM Tax Service - Each user over 10000. 1108 First Option Period - Portable CD ROM Tax Service - Each user over 10000. 1109 First Option Period - Portable CD ROM Tax Service - Each user over 15000. 1109 First Option Period - Portable CD ROM Tax Service - Each user over 15000. 1109 First Option Period - Portable CD ROM Tax Service - Each user over 25000. 1109 First Option Period - Portable CD ROM Tax Service - Each user over 25000. 1109 Service - Each user over 25000. 1100 Service - Each user over 25000. 1101 Submission of individual Subcontricting Report only the Summary Subcontricting Report on the Summary Subcontricting Rep	1100		0.00	YR	\$0.00	\$0.00
January 1, 2010 through December 31, 2010.		Service.				
January 1, 2010 through December 31, 2010.		The residual services and shall be from		ļ ·		
First Option Period - Portable CD ROM Tax 0.00 JB						
Service - up to 10000 Users.		Salidary 1, 2010 tillough becomber 01, 2010.	•			and the state of t
Service - up to 10000 Users.						** *** **** ***** ***** ***** ***** ****
Service - up to 10000 Users.	1101	First Option Period - Portable CD ROM Tax	0.00	JB	\$1,040,000.00	\$0.00
Service - up to 15000 Users.		Service - up to 10000 Users.				
Service - up to 15000 Users.						
Service - up to 16000 Users.	- 1. · · · · · · · · · · · · · · · · · ·				04 405 000 00	60.00
First Option Period - Portable CD ROM Tax Service - up to 20000 Users. Size of the period - Portable CD ROM Tax Service - up to 20000 Users. Size of the period - Portable CD ROM Tax Service - up to 25000 Users. Size of the period - Portable CD ROM Tax Service - Each user over 10000. EA	1102	l ' '	0.00	l JB	\$1,400,000.00	φ0.00
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Service - up to 20000 Users.						
Service - up to 20000 Users.	1103	First Option Period - Portable CD ROM Tax	0.00	JB	\$1,880,000.00	\$0.00
Service - up to 25000 Users.	1100					
Service - up to 25000 Users.						
Service - up to 25000 Users.						***
1106 First Option Period - Portable CD ROM Tax Service - Each user over 10000. EA \$104.00 \$0.00	1104		0.00	JB	\$2,225,000.00	\$0.00
Service - Each user over 10000. Service - Each user over 15000. Service - Each user over 15000. Service - Each user over 20000. Serv		Service - up to 25000 Users.				
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Service - Each user over 25000. 1110 Submission of Individual Subcontracting Report and the Summary Subcontracting Report via the Electronic Subcontracting Reporting System (eSRS). 2100 Second Option Period - Portable CD ROM Tax Service. The period of performance shall be from January 1, 2011 through December 31, 2011.						
Submission of Individual Subcontracting Report and the Summary Subcontracting Report via the Electronic Subcontracting Reporting System (eSRS). 2100 Second Option Period - Portable CD ROM Tax Service. The period of performance shall be from January 1, 2011 through December 31, 2011.	1109		0.00	EA	\$89.00	\$0.00
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via the Electronic Subcontracting Reporting System (eSRS). Second Option Period - Portable CD ROM Tax Service. The period of performance shall be from January 1, 2011 through December 31, 2011.	1110					
Second Option Period - Portable CD ROM Tax Service. The period of performance shall be from January 1, 2011 through December 31, 2011.						
Service. The period of performance shall be from January 1, 2011 through December 31, 2011.	•	System (eSRS).				
Service. The period of performance shall be from January 1, 2011 through December 31, 2011.						
Service. The period of performance shall be from January 1, 2011 through December 31, 2011.		O LOUIS Desired Desirelle OD DOM Ton		V-	60.00	\$0.00
The period of performance shall be from January 1, 2011 through December 31, 2011.	2100		0.00	YK .	\$0.00 	φυ.υσ
January 1, 2011 through December 31, 2011.		Get vice.				
January 1, 2011 through December 31, 2011.		The period of performance shall be from				
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FORM 1449 CONTINUE SHEET 1		1				

19.	\$0.00 \$0.00 \$0.00 \$0.00
2101 Second Option Period - Portable CD ROM Tax Service - up to 10000 Users. 2102 Second Option Period - Portable CD ROM Tax Service - up to 15000 Users. 2103 Second Option Period - Portable CD ROM Tax Service - up to 20000 Users. 2104 Second Option Period - Portable CD ROM Tax Service - up to 25000 Users. 2105 Second Option Period - Portable CD ROM Tax Service - up to 25000 Users. 2106 Second Option Period - Portable CD ROM Tax Service - Each user over 10000. 2107 Second Option Period - Portable CD ROM Tax Service - Each user over 10000. 2107 Second Option Period - Portable CD ROM Tax Service - Each user over 10000.	\$0.00 \$0.00 \$0.00
Second Option Period - Portable CD ROM Tax Second Option Period - Portable CD ROM Tax Service - up to 15000 Users. Second Option Period - Portable CD ROM Tax Service - up to 20000 Users. Second Option Period - Portable CD ROM Tax Service - up to 20000 Users. Second Option Period - Portable CD ROM Tax Service - up to 25000 Users. Second Option Period - Portable CD ROM Tax Service - up to 25000 Users. Second Option Period - Portable CD ROM Tax Service - Each user over 10000. EA \$106.00	\$0.00 \$0.00 \$0.00
Service - up to 10000 Users.	\$0.00 \$0.00 \$0.00
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Second Option Period - Portable CD ROM Tax Service - up to 20000 Users. Second Option Period - Portable CD ROM Tax Service - up to 20000 Users. Second Option Period - Portable CD ROM Tax Service - up to 25000 Users. Second Option Period - Portable CD ROM Tax Service - up to 25000 Users. Second Option Period - Portable CD ROM Tax Service - Each user over 10000. Second Option Period - Portable CD ROM Tax Service - Each user over 10000. Second Option Period - Portable CD ROM Tax Service - Each user over 10000. Second Option Period - Portable CD ROM Tax Service - Each user over 10000. Second Option Period - Portable CD ROM Tax Service - Each user over 10000. Second Option Period - Portable CD ROM Tax Service - Each user over 10000. Second Option Period - Portable CD ROM Tax Service - Each user over 10000. Second Option Period - Portable CD ROM Tax Second Option Per	\$0.00 \$0.00 \$0.00
Service - up to 15000 Users.	\$0.00 \$0.00
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2103 Second Option Period - Notable CD ROM Tax Service - up to 20000 Users.	\$0.00 \$0.00
2103 Second Option Period - Notable CD ROM Tax Service - up to 20000 Users.	\$0.00 \$0.00
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2107 Second Option Period - Politable OB Now Tax	\$0.00
Service - Each user over 15000.	Ψ0.00
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Second Option Period - Portable CD ROM Tax 0.00 EA \$96.00	\$0.00
2108 Second Option Period - Portable CB NOW Yax	, · · · · · · · · ·
Service - Each user over 20000.	
	00.00
2109 Second Option Period - Portable CD ROM Tax 0.00 EA \$91.00	\$0.00
Service - Each user over 25000.	
Submission of Individual Subcontracting 1.00 EA \$0.00	\$0.00
Report and the Summary Subcontracting Report	
via the Electronic Subcontracting Reporting	
System (eSRS).	
	•
3100 Third Option Period - Portable CD ROM Tax 0.00 YR \$0.00	\$0.00
Service.	
The period of performance shall be from	
January 1, 2012 through December 31, 2012.	
Third Online Boriot - Bortable CD ROM Tax 0.00 JB \$1,090,000.00	\$0.00
3101 I Trild Option Period - Politable OB North Tax	ψο.σσ
Service - up to 10000 Users.	
3102 Third Option Period - Portable CD ROM Tax 0.00 JB \$1,560,000.00	\$0.00
Service - up to 15000 Users.	
	. *
3103 Third Option Period - Portable CD ROM Tax 0.00 JB \$1,980,000.00	\$0.00
3103 Service - up to 20000 Users.	
	<u> </u>
FORM 1449 CONTINU	JE SHEET 2

19.	20.	21.	22.	23.	24.
ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE (US\$)	AMOUNT (US\$)
	(CONTINUE)				
3104	Third Option Period - Portable CD ROM Tax	0.00	JB.	\$2,350,000.00	\$0.00
A	Service - up to 25000 Users.				
0406	Third Option Period - Portable CD ROM Tax	0.00	EA	\$109.00	\$0.00
3106	Service - Each user over 10000.				
3107	Third Option Period - Portable CD ROM Tax	0.00	EA	\$104.00	\$0.00
	Service - Each user over 15000.				
0400	Third Option Period - Portable CD ROM Tax	0.00	EA	\$99.00	\$0.00
3108	Service - Each user over 20000.				
3109	Third Option Period - Portable CD ROM Tax	0.00	EA	\$94.00	\$0.00
	Service - Each user over 25000.				
3110	Submission of Individual Subcontracting	1.00	EA	\$0.00	\$0.00
3110	Report and the Summary Subcontracting Report				
	via the Electronic Subcontracting Reporting				
	System (eSRS).				
	Fourth Option Period - Portable CD ROM Tax	0.00	YR	\$0.00	\$0.00
4100	Service.	0.00			
	The period of performance shall be from				
	January 1, 2013 through December 31, 2013.				
		·			
***	Fourth Option Period - Portable CD ROM Tax	0.00	JB	\$1,120,000.00	\$0.00
4101	Service - up to 10000 Users.	0.00	1	41,123,000	
•					
4102	Fourth Option Period - Portable CD ROM Tax	0,00	JB	\$1,605,000.00	\$0.00
	Service - up to 15000 Users.				
4103	Fourth Option Period - Portable CD ROM Tax	0.00	JB	\$2,040,000.00	\$0.00
4100	Service - up to 20000 Users.				
				00 405 000 00	\$0.00
4104	Fourth Option Period - Portable CD ROM Tax Service - up to 25000 Users.	0.00	JB	\$2,425,000.00	φυ.ου
	Service - up to 20000 Osers.				
· vi					
4106	Fourth Option Period - Portable CD ROM Tax	0.00	EA	\$112.00	\$0.00
· · · · · · · · · · · · · · · · · · ·	Service - Each user over 10000.				
	Fourth Outlier Resided Bortoble CD BOM Toy	0.00	EA	\$107.00	\$0.00
4107	Fourth Option Period - Portable CD ROM Tax Service - Each user over 15000.	0.00	=^	φιο/.00	Ψ0.00
	CONTROL - Edul deal avail 10000.				
• ;					
4108	Fourth Option Period - Portable CD ROM Tax	0.00	EA	\$102.00	\$0.00
			<u></u>	FORM 4.440	CONTINUE SHEET 3

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
HEM NO.	(CONTINUE)	QUARTITI	3,111	5 1 1002 (004)	, , , , , , , , , , , , , , , , , , , ,
	Service - Each user over 20000.				
4109	Fourth Option Period - Portable CD ROM Tax	0.00	EA	\$97.00	\$0.00
	Service - Each user over 25000.				
		4.00		\$0.00	\$0.00
4110	Submission of Individual Subcontracting Report and the Summary Subcontracting Report	1.00	EA	φυ.υυ	\$0.00
	via the Electronic Subcontracting Reporting		-		
	System (eSRS).				
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SECTION I - STATEMENT OF WORK

1.0 Executive Summary

The Internal Revenue Service (IRS) is committed to providing standardized, consistent electronic research services to employees throughout the country. The acquisition and management of these research services are centralized under the Office of Servicewide Policy, Directives, and Electronic Research (SPDER). The objective of this Statement of Work (SOW) is to obtain, through competitively awarded fixed-price contracts, a suite of robust electronic research services to meet the agency's electronic research needs.

The IRS has a wide range of diverse users with different and unique tax, legal, business and news research requirements. The principal use of electronic research services is to complete a full analysis of a tax return, whether as part of the audit process, collection process, or assistance process. This improves the quality of cases, assists in the fair application of the laws, and helps front line assistors resolve taxpayer questions. Users of these research materials are primarily: Customer Service Representatives, Revenue Officers, Revenue Agents, International Agents, Attorneys, Employment Tax Personnel, Tax Compliance Officers, Tax Auditors, Appeals employees, Estate and Gift Tax Attorneys, Employee Plans Specialists, Exempt Organizations Specialists, and Librarians.

In addition to tax law research, employees in other disciplines use the legal, business and news services to:

- Research personnel and labor law,
- Conduct statistical and trend analysis,
- Research academic journals and publications related to tax administration, and
- Identify industry news and trends.

These employees include: General Legal Attorneys, Personnel Specialists, Labor Relation Specialists, Statisticians, and Operational Research Specialists.

The Treasury Departmental Office (Treasury) has partnered with the IRS to obtain its research services. This Statement of Work outlines the requirements of the larger IRS audience, while at the same time affording Treasury the option to procure research services using the IRS contract vehicle. Treasury Departmental Office employees include attorneys, economists, tax professionals and financial professionals.

The IRS and Treasury will purchase services for a fixed number of users which can be increased or decreased at negotiated intervals, which will occur no more than twice a year. Approximately 30,000 IRS employees and 500 Treasury employees are users of research services. Anticipated users for each award group are described under the award group requirements.

Contractors shall fully describe how their offering will satisfy the diverse population of users and research requirements. This includes not only a description of content and functionality, but also shall include a detailed training plan, marketing plan, and implementation and operation plan. Contractors will be evaluated on how well their proposal meets the requirements and objectives of this SOW along with their completeness and clarity in addressing the Government's requirements.

2.0 Notification Of Changes To Content Or Service

2.1 Standardization is a significant component of the IRS electronic research strategy. The IRS understands that

content is continually being added and deleted to the commercial research services, but it is the intent of this contract that all sources of content proposed by the contractor to satisfy either mandatory or highly desirable criteria in the solicitation shall be continuously available and kept current throughout the life of the contract. In the event the contractor cannot comply with the requirements outlined below, the contractor shall provide a comprehensive response explaining any deviations they are proposing.

- The contractor shall provide monthly notification to the Contracting Officer and the Contracting Officer's Technical Representative (COTR) of all sources being added and all sources being dropped that are within the scope of this contract. This notification shall include a notation of whether the source is included or excluded under the contract. If third party negotiations prevent monthly notice, the contractor shall advise the IRS as soon as it is permissible to provide such notification.
- 2.3 If the IRS determines that a dropped source is material to IRS, the COTR will request from the contractor a list of comparable replacement sources.
- The government reserves the right to approve offered replacement sources. If the comparable sources offered by the contractor are not acceptable to the IRS and/or Treasury, the contractor shall propose price reductions for those discontinued sources. Any price reductions shall take effect on the date the sources are no longer available online.
- 2.5 The contractor shall notify the COTR at least 30 days in advance of any changes in operation or functionality of the research system.
- 2.6 It is expected that the IRS will not be charged for any system or product upgrades, new functionality, or expanded content that are already part of the library purchased by the IRS, and/or are part of the contractor's continual product development and enhancement.
- 2.7 Any new features or enhancements not offered to IRS will not be displayed or taught in classes offered to IRS personnel.

3.0 Copying, Downloading And Distribution Of Materials

- In addition to using the contractor products to conduct research, IRS and Treasury often use these products for other internal purposes.
- 3.2 It is mandatory that contractors address <u>all</u> restrictions placed on its services to include those specifically related to each of the uses listed below. Providing the standard copyright and license agreement as a response is not sufficient.
 - Copying of contractor reference materials for training purposes.
 - Inserting source documents or portions thereof into training materials
 - Posting IRS courses that contain excerpts from a commercial service to the Internet.

- Releasing an IRS or Treasury document that contains an excerpt from a commercial service pursuit to a Freedom of Information Act (FOIA) request.
- Releasing a document downloaded from a commercial service pursuant to a FOIA request.
- Inserting source documents or portions thereof into other internal documents.
- Inserting source documents on a CD as part of a submission of an electronic brief.
- Linking to source documents on contractor services in IRS training materials.
- Linking to source documents on contractor services in other IRS or Treasury internal documents.
- Posting specific contractor-provided documents on the IRS or Treasury Intranet for internal informational purposes.
- Providing a single copy of a document to a third party such as a taxpayer and/or power of attorney.
- 3.3 It is not the Government's intent to duplicate all or any significant portion of a contractor's database.

4.0 IRS Computing Environment

4.1 Background Information

- 4.1.1 A web-browser currently serves as the end-user interface for Internet-based commercial services.
- 4.1.2 Users on the IRS network (intranet) also access commercial tax research services housed inside the IRS firewall.
- 4.1.3 IRS users in the field or working from home conduct research two ways:
 - By using contractor-provided portable CD ROM's and
 - By dialing into the IRS network using secure dial-in or virtual-private-network (VPN) communication hardware and/or software.

4.2 Technical Requirements

- 4.2.1 It is mandatory that any research service offered as a Windows or web-based system run under Windows XP as well as any successor Microsoft operating system adopted by the IRS.
- 4.2.2 It is mandatory that any external web-based service be implemented in a manner that eliminates any reasonable security concerns regarding the use of Java applets, ActiveX or similar client-side processing.
- 4.2.3 It is mandatory that the contractor ensure and certify that the products provided both at award and throughout the life of the contract comply with Section 508 of the Rehabilitation Act of 1973 (as amended). A Voluntary Product Accessibility Template shall be prepared by the contractor and submitted to the Contractor Officer upon request.

5.0 Award Group 1 - Portable CD ROM Tax Service

5.1 Overall Requirements

- 5.1.1 This is a portable CD tax library for use by employees who traditionally work outside an IRS office.

 Approximately 16,000 employees will use this library. The IRS may request to change this product to a DVD format during the term of the contract. Therefore, vendors are advised to address any additional costs associated with this change.
- 5.1.2 The objective is to obtain a collection of the core tax research materials that allows employees to conduct research based on the Internal Revenue Code (IRC) and related administrative interpretations.
- 5.1.3 The CD Library should consist of 3 or fewer CDs.
- 5.1.4 The CD Library shall be updated and issued quarterly.
- 5.1.5 At least one quarterly CD library shall be non-expiring. Expiring CD sets shall remain usable at least until the receipt of the subsequent CD shipment, and shall notify the users of the upcoming expiration at least 2 weeks in advance.
- 5.1.6 CDs shall be shipped to the IRS National Distribution Center (NDC), which will distribute to end users.
- 5.1.7 CDs shall be provided either in one jewel case or be otherwise packaged as a set.
- 5.1.8 CD-ROM products shall be able to run on a CD-ROM drive and/or be fully functional when copied to the hard drive of a computer. The contractors copyright shall permit the copying of the CD-ROM products to the hard drive of a computer.

5.2 Mandatory Content

- 5.2.1 Internal Revenue Manual (IRM) The IRM is the official source of all IRS policies, procedures and guidelines. It is mandatory that the contractors maintain a current Internal Revenue Manual (IRM) by obtaining updates electronically from the IRS print contractor. The contractor's CD-ROM version of the IRM shall be updated at least quarterly.
- 5.2.2 Legal and Administrative Content
 - Internal Revenue Code
 - U.S. Tax Treaties
 - Income Tax Regulations (Final, Temporary, and Proposed)
 - Legislative History of Internal Revenue Code Sections
 - Internal Revenue Bulletins and Cumulative Bulletins
 - Revenue Rulings
 - Revenue Procedures

- Announcements and Notices
- Chief Counsel Guidance, including but not limited to:
 - Private Letter Rulings
 - Technical Advice Memoranda
 - General Counsel Memoranda
 - Actions on Decisions
 - Field Service Advice
 - Service Center Advice
 - Chief Counsel Advice
- Industry Specialization Program (ISP) Coordinated Issue Papers
- Market Segment Specialization Program (MSSP) Audit Technique Guides
- IRS Taxpayer Publications
- Income tax guide or handbook
- 5.2.3 Additionally, the IRS or the Office of Chief Counsel of the IRS may create new forms of guidance during the term of this contract. Once such guidance is instituted and published, it is expected that it will also be included at no additional cost.
- 5.3 Highly Desirable Content
 - 5.3.1 It is highly desirable that at least one Commercial Tax Service be provided. Commercial Tax Services are commentaries on tax law and are generally categorized into two types:
 - Annotated tax services are organized by IRC section and are explanatory in nature.
 - Topical tax services are organized by broad topic or issue and are analytical in nature.
 - The contractor shall provide a listing of all the Commercial Tax Services offered in their proposal.
 - 5.3.2 IRS may request the inclusion of additional IRS documents in the CD Library. We expect the contractor to include these documents (if space permits) at no additional cost.
 - 5.3.3 Additional specialized tax content is highly desirable. Examples of other content categories are:

 Employment Tax, Excise Tax, Estate and Gift, Employee Plans, Exempt Organizations, Trusts, etc. The contractor shall provide detailed listings of any content of this nature that is being offered.
- 5.4 Mandatory Features
 - 5.4.1 Searching It is mandatory that the product allow the user to use multiple search methods and to determine the actual words and topics to be searched and have <u>all</u> of the following search options available:
 - Boolean logic searches;
 - Proximity searches;
 - Exact phrase searches;
 - Conceptual or natural language searches and
 - Search by citation

- 5.4.2 Linking It is mandatory that the user be able to link directly in the body of text being researched to cited documents.
- 5.4.3 Help It is mandatory that the product have:
 - An extensive online Help feature, and
 - A comprehensive user guide or manual
- 5.5 Highly Desirable Features
 - 5.5.1 The contractor shall provide a detailed description of the features available in the electronic research system offered. The description should include, but not be limited to, capabilities such as:
 - · Searching;
 - Customization options;
 - Work log and search history;
 - On-line help;
 - Delivery Options;
 - Navigating within a document
 - 5.5.2 The contractor shall provide a detailed description of the Linking incorporated in the electronic research system offered. The description should include, but not be limited to, capabilities such as linking at the code subsection level to related documents, explanations, and references.
 - 5.5.3 The contractor shall provide a detailed description of the additional IRM functionality incorporated in the electronic research system offered. The description should include, but not be limited to, capabilities such as:
 - Retrieving documents at the sub-section level
 - Linking to other IRM sections
 - Linking to source documents
- 6.0 Managing and Supporting the Contract
- 6.1 The contractor shall maintain an Implementation and Operation (I/O) plan which has been approved by the IRS COTR for each of the following categories:
 - Customer Service Support
 - Training Support
 - Marketing Support
 - Enterprise ID Solution
 - Contract Reviews and Reports
- 6.2 Customer Service Support
 - 6.2.1 Mandatory Requirements:

- 6.2.1.1 The Contractor shall provide standard support normally provided to commercial clients to assist in resolving technical problems. The contractor shall describe how it will provide instructions and guidance in the installation, configuration, and maintenance of any software for both the initial installation and for all software upgrades.
- The contractor shall provide a description of customer service and technical support provided to ensure customer's issues are resolved.
- 6.2.1.3 It is mandatory that support be available 12 hours a day, Monday through Friday.

6.2.2 Highly Desirable Requirement:

6.2.2.1 It is highly desirable that technical support be available via telephone 24 hours a day 7 days a week.

6.3 Training Support

- 6.3.1 Overview The IRS has moved to an E-learning strategy to complement the traditional classroom based approach. The Training Objective is to provide sufficient ongoing training to enable users to achieve a level of comfort that allows them to:
 - Retrieve information using the word search feature
 - Retrieve information by citation
 - Navigate within the research system from one database to another
 - Navigate within a retrieved document
 - Download (print or save) desired information
 - Effectively use a citator service (where relevant)
 - Locate sources (locate the best database for the search)
 - 6.3.1.1 The Training Plan will be evaluated as to how well it meets the Training Objective as stated herein. At a minimum, the plan shall include a description of:
 - The contractor's standard commercial training package
 - The training package designed for this award
 - The support available to all end users
 - Any other information demonstrating a commitment to train all end users (e.g. willingness to customize training to account for the needs of specific user groups)
 - The types of training materials available to each end user
 - The number of hours involved with respect to each method of training
 - The contractor's schedule for updating training material whenever significant product changes are made

6.3.2 Mandatory Requirements:

- The contractor shall offer continuous, incremental training on a recurring basis at both the beginner and advanced levels. The contractor shall address how it plans to establish a recurring schedule of training classes with online registration.
- 6.3.2.2 Unavailable content and features will not be taught or displayed during IRS classes.

- All requests for training or product demonstrations shall be coordinated with SPDER. Contractors are not permitted to schedule training events directly with IRS end users.
- Quick reference cards/guides shall be provided for every end-user. It is mandatory that revised quick reference cards/guides be provided to every user for any significant upgrade to contractor's research system.
- 6.3.2.5 It is mandatory for contractors to include E-learning options in their plan. Some examples of E-learning include but are not limited to:
 - Web-based course delivery of tutorials
 - Virtual classrooms delivered through web-conferencing
 - Virtual classrooms delivered telephonically
 - CD-ROM course delivery of tutorials
 - Contractor provided options
- 6.3.2.6 It is mandatory that the contractor provides a comprehensive, interactive, customized electronic tutorial for the IRS within six months after the contract award date. The tutorial shall be maintained and updated to reflect any significant upgrade to the research system. This tutorial is to cover subjects such as:
 - Getting Started
 - Retrieving A Document Via Citation
 - Selecting A Source
 - Searching Using Boolean And Proximity Connectors
 - Searching Using Natural Language (where relevant)
 - Other Types of Searching (table-of-contents, a clipping service, segment/field searching, date-restrictive searching, etc.)
 - Validating An Authority Using A Citator (Where relevant)
 - Delivery Options
 - 6.3.2.6.1 IRS subject matter experts will assist the contractor in developing IRS specific training tutorials.
 - 6.3.2.6.2 If a software plug-in is required, the contractor shall coordinate with the COTR to choose a plug-in on the approved list of Common Operating Environment software products.
 - 6.3.2.6.3 If streaming video is contemplated for a web-based tutorial, the contractor shall coordinate with the COTR for approval.

6.4 Marketing Support

- 6.4.1 Overview -The IRS and Treasury often organize special events (conferences, continuing professional education (CPE) sessions, national or regional meetings). Contractors may be invited by the SPDER office or by the hosting IRS organization to attend these events as exhibitors, presenters or as participants. Contractors shall coordinate attendance at all such activities with the SPDER office.
- 6.4.2 Mandatory Requirements:

- The contractor shall submit a "Marketing Plan" outlining the type of activities the contractor intends to support, sponsor or promote. At a minimum, the plan shall include a description of:
 - The types of events the contractor is willing to attend/not attend
 - The geographic locations the contractor is willing to attend/not attend
 - The types of material the contractor is willing to provide for these special events,
 and
 - The lead time required for attendance at special events
- IRS has centralized the selection and purchase of electronic research services under SPDER. All requests for new content and all requests to demonstrate products shall be coordinated with SPDER. Contractors are not permitted to directly market new services to the end users.
- 6.4.2.3 Press releases referencing contracts with IRS require approval by IRS in advance of release.
 - No direct E-Mails are to be sent to users without approval by SPDER.

6.4.3 Highly Desirable Requirements:

6.4.3.1 It is highly desirable that periodic electronic and print newsletters with tips for searching and using the system be offered.

6.5 Enterprise Access Solution

6.5.1 Overview -The IRS seeks flexibility in providing access to the contractor's system. It is mandatory that the contractor propose an enterprise solution for managing user access that will be available no later than 90 days after contract award date. IRS will work with the contractor in developing any automated solution.

6.5.2 Mandatory Features

- It is mandatory that the contractor provide IRS with the ability to create a report listing all users of the system, which includes all field information that has been captured for each user.
- At a minimum, the following fields are considered mandatory elements of any automated solution:
 - Name
 - E-mail addresses
 - IRS or Treasury Departmental Office Division/Function

6.5.3 Highly Desirable Features

6.5.3.1 If IDs must be generated, it is highly desirable that the proposed enterprise solution allows the IRS to automate the issuance of ID's in-house.

- 6.5.3.2 It is highly desirable that the proposed enterprise solution allows the ability to search by any provided field or fields, the ability to remove access for a user, and the ability to edit information input into any automated system.
- 6.5.3.3 It is highly desirable that the proposed enterprise solution allows a cadre of IRS administrators (approximately 20) to access any automated system proposed to generate and manage access.
- 6.5.3.4 It is highly desirable that the proposed enterprise solution allows ID Administrators to download/export reports of its own users to a spreadsheet for internal use.
- 6.5.3.5 It is highly desirable that changes to the enterprise access solution be implemented at no additional cost to the government. (For example, changes to the IRS Organizational structure may require changes to the tool.)
- 6.5.3.6 If IDs must be generated, it is highly desirable that the tool allows for batch uploads of large quantities of ID requests (such as for new hires).
- 6.5.3.7 It is highly desirable that the system automatically cancel access for any user after one year of non-usage.

6.6 Contract Reviews and Reports

6.6.1 Mandatory Requirements:

- 6.6.1.1 IRS will meet with contractors for a quarterly contract review. Mutually agreeable meeting dates will be arranged to accommodate the needs of both the contractor and the IRS.
- It is mandatory that the statistical reports described below be provided electronically to the IRS three (3) business days before the quarterly meeting:

7.0 SUBCONTRACTING PLAN

The contractor's subcontracting plan, dated March 19, 2008, is hereby incorporated by reference. In accordance with DTAR 1019.705-3(c), submission of the Individual Subcontracting Report and the Summary Subcontracting Report via the Electronic Subcontracting Reporting System (eSRS) shall be a deliverable under this contract.

8.0 REPRESENTATIONS AND CERTIFICATIONS

The contractor's representations and certifications, provided with its proposal on April 8, 2008, is hereby incorporated by reference.

SECTION II - CONTRACT CLAUSES

1.0 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (Feb 2007)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice.
 - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.-
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the

overpayment.

- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).
 - Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

2.0 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2007)

- a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	applicable to acquisitions of commercial female
	_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government pt 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
X	(2) 52.204-4, Printed or Copied Double-Sided on Recycled Paper (Aug 2000).
X offe	(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the error elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
	(4) [Reserved]
	(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
	(ii) Alternate I (Oct 1995) of 52.219-6.
•	_(iii) Alternate II (Mar 2004) of 52.219-6.
• • •	(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)). X (8) (i) 52.219-9, Small Business Subcontracting Plan (Sept 2007)(15 U.S.C. 637 (d)(4)). (ii) Alternate I (Oct 2001) of 52.219-9. X_ (iii) Alternate II (Oct 2001) of 52.219-9. X (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)). X (10) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). X (11))(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). (ii) Alternate I (June 2003) of 52.219-23. (12) 52.219-25, Small Disadvantaged Business Participation Program_Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). (13) 52.219-26, Small Disadvantaged Business Participation Program_Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f). (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632 (a)(2)) <u>X</u> (16) 52.2222-3, Convict Labor (June 2003) (E.O. 11755) _ (17) 52.222-19, Child Labor_Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126). X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999). X (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246). X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212). X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793). X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212). (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O.

13201).

X (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts)	
(ii) Alternate I (AUG 2007) of 52.222-50.	
(25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA 2000)(42 U.S.C. 6962(c)(3)(A)(ii)). (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).	nated Products (Aug
X (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8	259b).
X (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Cor 2007) (E.O. 13423).	mputer Products (Dec
(ii) Alternate I (Dec 2007) of 52.223-16.	
(28) 52.225-1, Buy American Act_Supplies (June 2003) (41 U.S.C. 10a-10d).	
(29)(i) 52.225-3, Buy American Act_Free Trade Agreements_Israeli Trade Act (Aug 2007) 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-16	(41 U.S.C. 10a-10d, 9).
(ii) Alternate I (Jan 2004) of 52.225-3.	
(iii) Alternate II (Jan 2004) of 52.225-3.	
(30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note)	
X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations administered by the Office of Foreign Assets Control of the Department of the Treasury).	, and statutes
(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 20	07) (42 U.S.C. 5150).
(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S. 2307(f)).	C. 255(f), 10 U.S.C.
(35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f),	10 U.S.C. 2307(f)).
X (36) 52.232-33, Payment by Electronic Funds Transfer_Central Contractor Registration 3332).	(Oct 2003) (31 U.S.C.
(37) 52.232-34, Payment by Electronic Funds Transfer_Other than Central Contractor 1999) (31 U.S.C. 3332).	Registration (May
(38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).	
x (39) 52 239-1 Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).	

___(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor_s directly pertinent records involving transactions related to this contract.
 - The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

- (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,
- While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

3.0 52.216-1 TYPE OF CONTRACT (APR 1984)

This is a fixed-priced IDIQ contract.

(End of provision)

4.0 52.216-18 ORDERING (OCT 1995)

(b)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1/1/2009 through 12/31/2014.

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict

between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

5.0 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—(1) Any order for a single item in excess of \$40,000,000.000; (2) Any order for a combination of items in excess of \$40,000,000.00; or (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in

subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum- order limitations in paragraph (b) of this section. (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995) 6.0

This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in (a) the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering (b) clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on (c) the number of orders that may be issued. The Government may issue orders requiring delivery to multiple

destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be (d) completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12/31/2014.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 7.0

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 8.0

- The Government may extend the term of this contract by written notice to the Contractor within 10 days; (a) provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- If the Government exercises this option, the extended contract shall be considered to include this option clause. (b)
- The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 vears.

(End of clause)

AVAILABILITY OF FUNDS (APR 1984) 9.0

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

10.0 CONTRACT TERM

The term of this contract, including the exercise of all option years is 59 months. The base year is 11 months; each subsequent option year consists of a 12 month period of performance which will commence from February 1, 2009 and extend through December 31, 2013, if all option years are exercised.

CONTRACTING OFFICER 11.0

The Contracting Officer (CO) designated for administration of this contract(s) is Barbara E. Czerw. The CO, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND 12.0 AUTHORITY (APR 2004) (DTAR 1052.201-70)

The contracting officer's technical representative is: Lillian Roth. (a)

Performance of work under this contract shall be subject to the technical direction of the COTR identified (b) above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

Technical direction must be within the scope of the specification(s)/work statement. (c)

- The COTR does not have authority to issue technical direction that:
 - constitutes a change of assignment or additional work outside the specification(s)/work statement; (1)

constitutes a change as defined in the clause entitled "Changes"; (2)

in any manner causes an increase or decrease in the contract price, or the time required for contract (3)performance;

changes any of the terms, conditions, or specification(s)/work statement of the contract; **(4)** ·

interferes with the contractor's right to perform under the terms and conditions of the contract; (5)

directs, supervises or otherwise controls the actions of the contractor's employees.

Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five (d) work days, with a copy to the contracting officer.

The contractor shall proceed promptly with performance resulting from the technical direction issued by the (e) COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

13.0 IRSAP 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (SEP 2006)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations shall be available to the Contractor through the National Institutes of Health Contractor Performance System (CPS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

(End of Clause)

14.0 IR1052-96-070 NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

[End of Clause]

15.0 IR1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS (Jun 2005)

The Contractor, or anyone acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under the provisions of 31 U.S.C. 333 and this contract. Further, a violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

16.0 DISCLOUSRE OF INFORMATION

(a) IRSAP 1052.224-9000(a) DISCLOSURE OF INFORMATION-SAFEGUARDS (JAN 1998)

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

- (a) All work shall be performed under the supervision of the contractor or the "contractor's responsible employees.
- (b) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.
- (c) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspections(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-6, Alternate IV), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

(b) IRSAP 1052-224-9002 DISCLOSURE OF INFORMATION-INSPECTION (DEC 1988)

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

(c) RESTRICTION AGAINST DISCLOSURE

The Contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the possession of the Contractor, to those employees needing such information to perform the Statement of Work, i.e., on a "need to know" basis, and agrees to immediately notify the COTR, in writing, in the event that it is determined or there is reason to suspect a breach of this requirement.

17.0 1052.239-9002 YEAR 2000 WARRANTY -- COMMERCIAL SUPPLY PRODUCTS (JUL 1997)

The contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing

and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within the time period consistent with this contract's Inspection clause(s). Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

[End of clause]

18.0 1052.239-9008 SECTION 508 - INFORMATION, DOCUMENTATION, AND SUPPORT (Sep 2006)

In accordance with 36 CFR 1194, Subpart D, the electronic and information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, as amended, and the EIT accessibility standards established by the Architectural and Transportation Barriers Compliance Board (Access Board).

At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in Section J, Attachment 1. The Contractor shall maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.

[End of clause]

SECTION III – QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

I. PURPOSE:

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the performance based service standards included in this contract and in subsequent task orders issued hereunder. The intent of the plan is to provide a basis for the Contracting Officer's Technical Representative (COTR) to evaluate the quality of the Contractor's performance in providing enterprise wide access to electronic tax research services. The oversight provided for in the contract and in this plan shall ensure service levels reach and maintain the required levels throughout the contract term. This plan shall provide the COTR with a proactive way to avoid unacceptable or deficient performance, and provide verifiable input for the required annual past performance evaluations.

II. SCOPE

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract and follow-on task orders. The Contractor develops and submits these efforts for Government approval in compliance with the contract deliverables. Once accepted, the Contractor then uses this as a guide and to rigorously document the implementation and operation of the required management and quality control actions to achieve the specified results. The QASP on the other hand, is put in place to provide Government surveillance and oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract or task order. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's proposed efforts. The Government has provided the Contractor an informational copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing quality assurance methods and for providing the contractor an opportunity to comment and propose innovative solutions for the Government's QASP. The QASP document may be revised to incorporate the contractor's comments and recommendations to ensure a successful partnership between the Government and the Contractor.

III. <u>RESPONSIBILITIES</u>

The Government shall have responsibilities for the implementation of this QASP as follows:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Contracting Officer's Technical Representative (COTR) - The COTR is responsible for technical administration of the contract, assures detailed technical oversight and proper Government surveillance of the contractor's performance. The COTR may serve as a direct conduit to provide Government guidance and feedback to the Contractor on technical matters; he or she is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

IV. METHODS OF QA SURVEILLANCE

In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The primary methods of surveillance are observations, inspections, complaints and review of those reports and items that are required to be maintained and delivered under this statement of work. The Government will use appointed representatives, as well as reports and input from users as sources of comments on the contractor's performance.

V. MEASURES

The measures listed below are expressed in the statement of work and measured by the required performance metrics in the table below:

1. SERVICE AVAILABILITY

Online Products:

- The contractor shall ensure access to their services is available 24 hours a day, 7 days a week. In the event service is unavailable for more than 12 consecutive hours during any given month, the IRS will decrease the monthly payment in an amount equal to the number of days the service is unavailable, rounded to the nearest whole day.
- The contractor shall ensure access to their toll free IRS Customer Service line is available 24 hours a day, 7 days a week. In the event service is unavailable for more than 12 consecutive hours during any given month, the IRS will decrease the monthly payment in an amount equal to the number of days the service is unavailable, rounded to the nearest whole day.

CD ROM Products:

- The contractor shall replace at no additional cost to the IRS any CD ROMs provided under this contract that are not readable on a CD-ROM drive or in an IRS computing environment.
- If CD ROMs are not delivered within 2 weeks of the expected delivery date, IRS will not make any monthly payment for the month in which the CDs were due. Payment will not resume until the IRS receives functional CD ROMs from the contractor.

2. CONTENT AVAILABILITY

• The contractor shall provide monthly notification to the COTR of all sources added and deleted that are within the source of the contract. If a source deleted is deemed mandatory to IRS, the contractor shall offer a comparable source. If a proposed comparable source is not acceptable to the IRS, contractual remedies shall be utilized which include reducing monthly payments.

3. TRAINING

 The contractor shall provide continuous, incremental training on a recurring basis at both beginner and advanced levels. Timeliness will be defined by the program office and the contractor on or around contract award date. If timely training of IRS employees is not provided, contractual remedies shall be utilized which include reducing monthly payments.

- The contractor shall provide quick reference guides to all IRS users within 2 months of the contract award date. If not provided, contractual remedies shall be utilized which include reducing monthly payments.
- The contractor shall provide a comprehensive and interactive customized electronic tutorial within 6 months after contract award date. If not provided timely, contractual remedies shall be utilized which include reducing monthly payments.

4. ID/PASSWORD ISSUANCE

- The contractor shall issue IDs or passwords to all IRS users on or before 1/1/09. If the contractor does not issue by this date, monthly payment will be withheld until they are issued.
- The contractor shall maintain an automated solution for ID issuance. If the contractor fails to maintain this system, monthly payment will be withheld until it is in place.

5. CUSTOMER SERVICE/TECHNICAL SUPPORT

• The contractor shall maintain adequate customer service and technical support to ensure customer's issues are resolved efficiently. Failure to provide sufficient support may result in contractual remedies being utilized which include reducing monthly payments.

Desired Outcomes	Required Service	Performance Standard	Method of Surveillance	Date Accomplished	Compliance
		:			
Continuous	Maintain	Service	Customer		
availability	user access	available	feedback,		
of access to		24hours/day,	Periodic		
vendor's		7 days per	Inspection		
services		week			
1. (1)					
CD ROM	Deliver on a	Delivery	Periodic		
Products	quarterly	within 2	inspection		
	basis	weeks of the	_		
	upgraded CD	date pursuant			
	Rom library	to production			
		Schedule			
	Replacement	All CD			
	of all non	ROMs		. · · · · · · · · · · · · · · · · · · ·	
	functioning	replaced and	,		
	CD ROMs	delivered			
		within 30			
		days			
Continuous	Retain all	As stated in	Customer		
Content	mandatory	the RFP	feedback,		
Availability	sources		Periodic		

		. : .	inspection	
Customer	Maintain	Service	Customer	
and	customer and	available	feedback,	
Technical	technical	12hours/day,	Periodic	
Support	support	5 days per	inspection	
Services	services to	week		
	ensure	minimum		
	customer's		•	
	issues are			
	resolved			
	efficiently	·		
Training	Perform	As agreed to	Customer	
	continuous	at contract	feedback,	
	and timely	award	Periodic	
1 to 1 to 1	training		inspection,_	
ID/Password	Maintain	ID system	Periodic	
Issuance	automated	available for	Inspection	
	solution for	use by		
	ID issuance	administrators		

VI. DOCUMENTATION

The COTR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract. The COTR shall forward these records to the Contracting Officer at termination or completion of the contract.

VII. FAILURE TO PERFORM

The Government may apply contractual remedies such as notifications of failure to meet the performance standards through letters, cure notices, show cause notices. The Government reserves the right to reduce payment for failure to perform in accordance with the requirements of the contract. If the Government determines that the contractor has failed to perform to the extent that termination is justified, the Contracting Officer shall issue a notice of termination, consistent with FAR Part 49.