



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  
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



Internal Revenue Service  
Interagency Agreement  
Between Federal Agencies

1a. Agreement Number

TIRWR-02-M-00004

1b. Modification No.

2a. Task Order Number

2b. Modification No.

3. Fiscal Year

FY-2002

Page 1 of 44

4. Estimated Total Amount (Base + Options)  
\$50,000/yr (+ options = \$1,750,000)

5. REQUESTING AGENCY INFORMATION

5a. Name and Address:

Internal Revenue Service  
1650 Mission Street, Room 401 A, P.F.W.R.  
San Francisco, CA 94103

Attn: Jim Gensler

Telephone Number: 415-575-7430

5b. Contracting Officers Technical Representative:

Name: See Section V, Attached  
Annott Olroyd

Telephone Number: 502-207-8561 Office Symbols: S:C:CS:JW:11

5c. Billing Address:

Internal Revenue Service  
Administrative Services Center  
P.O. Box 9002  
Beckley, WV 25802-9002

5d. Agency Locator Code (ALC): 20-09-0003

5e. Requisition Number:

S-2-53-31-11-A01

5f. Accounting Code:

FY 2002 0913 6DSE S331 7D 253D KU650

5g. Method of Payment:

- ☐ OPAC (ALC Required - See Block 5d)  
☐ Monthly  
☐ Quarterly  
☒ Quarterly Payment in Arrears  
☐ Advance Payment Authorized  
☐ Pre-agreement Costs Authorized (Effective MM/DD/YYYY)

6. Project Description:

Per Attached listing of IRS accounts by Login, Access  
to U.S. Courts Public Access to Electronic Records (PACER) services.  
This Interagency Agreement consolidated IRS requirement and replaces  
individually issued agreements.

7. SERVICING AGENCY INFORMATION

7a. Name and Address:

U. S. COURTS, PACER SERVICE CENTER  
P.O. Box 780548  
San Antonio, Texas 78278-0548

7b. Point of Contact and Telephone Number:

Ted Willman, 800-876-6856 X 8444

7c. Finance Office Point of Contact and Telephone Number:

Mary Cantu, 210-301-6440  
FAX 210-301-6441

8. Funding:

Obligations To Date \$ 0.00

New Obligation \$ 350,000.00

Cumulative Total \$ 350,000.00

Current FY Total \$ 350,000.00

9. Fee: N/A, Billed for actual usage, at current published rates

10. Statutory Authorization:

- ☒ Economy Act 31 U.S.C. 1555  
☐ Government Employees Training Act 5 U.S.C. 4101-4118  
☐ OPM Revolving Fund Authority 5 U.S.C. 1304  
Executive Order 11348  
☐ P.L. 103-356 Government Management Reform Act of 1994  
P.L. 104-208 Treasury Appropriation Act of 1997  
☐ Other

11. Attachments

- ☐ Statement of Work  
☐ Special Requirements  
☐ Terms and Conditions  
☐ Disclosure & Safeguard Clauses  
☒ Other (IRS PACER ACCOUNTS BY LOGIN)

12a. Period of Performance (This Action)

From: 10/01/01

To: 09/30/02

12b. Term of Agreement (Base with Options)

From: 10/01/01

To: 09/30/08

13a. INTERNAL REVENUE SERVICE APPROVAL

Signature:

Date:

10/4/01

Typed Name: Jim Gensler

Title: Contracting Officer

13b. SERVICING AGENCY APPROVAL

Signature:

Date:

10/4/01

Typed Name: Ted Willman

Title: Manager, Administrative Office, PACER Service Center



## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

| 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<br>245,640.68 | 245,640.68 |

## Accounting and Appropriation Data:

| Fund     | Plan | Cost Center | Cost | Functional Area | Material Group | Internal Order |
|----------|------|-------------|------|-----------------|----------------|----------------|
| 02020913 | SBSE | S331000     |      | 7D              | R423I          | K0650          |
|          |      |             |      |                 |                | \$245,640.68   |

PR #: S-2-S3-31-11-A01

|      |  |      |    |                   |            |
|------|--|------|----|-------------------|------------|
| 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 \$323405.00 for the period (Reflects actual cost for the period through Mod. 0007.) | 1.00 | LO | NTE<br>323,405.00 | 323,405.00 |
|------|--|------|----|-------------------|------------|

## Accounting and Appropriation Data:

| Fund     | Plan | Cost Center | Cost | Functional Area | Material Group | Internal Order |
|----------|------|-------------|------|-----------------|----------------|----------------|
| 03030913 | SBSE | S335000     |      | 7D              | R423I          | K0650          |
|          |      |             |      |                 |                | \$323,405.00   |

PR #: S-3-S3-31-LL-A01

MODIFICATION #0014 CLOSES OUT REMAINING ESTIMATED BALANCES ON CLINS 0003, 0004 & 0005 FOR THE RESPECTIVE FISCAL YEARS. EXTENSIONS SHOW ACTUAL USAGE FOR THE PERIODS (NO CHANGE IN CLINS 0001 & 0002.

|      |  |      |    |                   |            |
|------|--|------|----|-------------------|------------|
| 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 ACTUAL COST \$408,145.9100 for the period. | 1.00 | LO | NTE<br>408,145.91 | 408,145.91 |
|------|--|------|----|-------------------|------------|

Receipt and Acceptance will be performed by Clarice Randolph, 713-209-4348.

## Accounting and Appropriation Data:

| Fund                               | Cost Center  | Functional Area | Material Group    | Internal Order |
|------------------------------------|--|-----------------|-------------------|----------------|
| 04040913<br>D                      | S39C000  | 7D              | R423B             | \$408,145.91   |
| PR #: S-4-S3-3B-X8-A01             |  |                 |                   |                |
| ACTUAL COST FOR FY-05 \$553,748.05 |  |                 |                   |                |
| 0004                               | PACER ON LINE SERVICE UNDER<br>CONSOLIDATED INTERAGENCY<br>AGREEMENT #TIRWR02M00004<br>FOR FY-05 (10/01/2004 - 9/30/2005). | 1.00 LO         | NTE<br>553,748.05 | 553,748.05     |

NOTE: PUBLISHED COMMERCIAL  
RATE INCREASE TO EIGHT CENTS  
PER PAGE IS AUTHORIZED  
EFFECTIVE 01/01/2005.

**Accounting and Appropriation Data:**

| Fund                   | Cost Center  | Functional Area | Material Group    | Internal Order        |
|------------------------|--|-----------------|-------------------|-----------------------|
| 05050913<br>D          | S33B051  | 7D              | R423B             | K0650<br>\$553,748.05 |
| PR #: S-5-S3-3B-X8-A00 |  |                 |                   |                       |
| ACTUAL COST FOR FY-06  |  |                 |                   |                       |
| 0005                   | PACER ON LINE SERVICE UNDER<br>CONSOLIDATED INTERAGENCY<br>AGREEMENT #TIRWR02M00004<br>FOR FY-06. Period of Performance<br>10/01/2005 - 09/30/2006. NTE<br>Estimated funding for FY-06. No<br>change in established commercial rate of<br>\$.08 per page under this agreement. | 1.00 EA         | NTE<br>781,166.66 | 781,166.66            |

**Accounting and Appropriation Data:**

| Fund                   | Cost Center | Functional Area | Material Group | Internal Order        |
|------------------------|-------------|-----------------|----------------|-----------------------|
| 06060913<br>D          | S70F555     | 7D              | R423B          | K0650<br>\$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)

(b)(6)

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

3

2. AMENDMENT/MODIFICATION NO.  
00013. EFFECTIVE DATE  
See Block 16C4. REQUISITION/PURCHASE REQ. NO.  
S-2-S3-31-11-A01 001

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE IRS0093B

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF TREASURY (DY)  
INTERNAL REVENUE SERVICE, PROCUREMENT BR  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105-2115

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)

PACER SERVICE CENTER 00022390  
PO BOX 780549  
SAN ANTONIO, TX 78278-0549

TED WILLMAN

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
TIRWR-02-M-00004

10B. DATED (SEE ITEM 13)  
10/04/2001

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2002 0913 SBSE S331 7D 253D K0650 Net Decrease: \$-118,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 17.5
- D. OTHER Specify type of modification and authority

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See SF30 Continuation Sheet

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JIM G GENSLER 415-848-4717 / PROCUREMENT ANALYST

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

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



## 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).

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

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

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

3

2. AMENDMENT/MODIFICATION NO.  
00023. EFFECTIVE DATE  
See Block 16C4. REQUISITION/PURCHASE REQ. NO.  
S-3-S3-31-LL-A01 000

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE IRS0093B

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF TREASURY (DY)  
INTERNAL REVENUE SERVICE, PROCUREMENT BR  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105-2115

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

PACER SERVICE CENTER 00022390  
PO BOX 780549  
SAN ANTONIO, TX 78278-0549

TED WILLMAN

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
TIRWR-02-M-0000410B. DATED (SEE ITEM 13)  
10/04/2001

CODE

FACILITY CODE

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(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2003 0913 SBSE S335 7D 253D K0650 Net Increase: \$245,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: SECTION I OF THE INTERAGENCY AGREEMENT

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See SF30 Continuation Sheet

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JIM G GENSLER 415-848-4717 / PROCUREMENT ANALYST

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY (Signature of Contracting Officer)

## 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.

LAG 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.

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

| Line Item<br>No. | Description of Supplies/Services  | Qty  | U/I | Unit Price        | Total      |
|------------------|---|------|-----|-------------------|------------|
| 0002             | PACER ON LINE SERVICE under<br>consolidated Interagency Agreement<br>#TIRWR-02-M-00004 for the<br>Performance Period from 10/1/2002<br>to 9/30/2003, at the rates shown in<br>the agreement, total estimated, not-<br>to-exceed \$245,000 for the period. | 1.00 | LO  | NTE<br>245,000.00 | 245,000.00 |

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

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2. AMENDMENT/MODIFICATION NO.

0003

3. EFFECTIVE DATE

11/08/2002

4. REQUISITION/PURCHASE REQ. NO.

S-2-S3-31-11-A01 002

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

IRS0093B

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF THE TREASURY (DY)  
Internal Revenue Service, Procurement Br  
333 MARKET STREET, A:P:F:W, Suite 1400  
SAN FRANCISCO, CA 94105-2115

Jim Gensler 415-848-4717

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)

PACER SERVICE CENTER 00022390  
PO BOX 780549  
SAN ANTONIO, TX 78278-0549

TED WILLMAN 80067668566444

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.

TIRWR-02-M-00004

10B. DATED (SEE ITEM 13)

10/04/2001

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2002 0913 SBSE S331 7D 253D K0650 Net Increase: \$13,640.68

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X   | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103-(a)(3).   |
|     | D. OTHER Specify type of modification and authority)  |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #3 is issued to increase FY-02 funding to cover 4th Quarter FY-02 Charges over Estimate:

Previous Total FY 02 \$232,000.00

Mod #2 FY-02 Increase + 13,640.68

Revised FY-02 Total \$245,640.68

Total for IAA (FY-02 & FY-03) \$490,640.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JIM G GENSLER 415-848-4717 / PROCUREMENT ANALYST

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

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

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.  
0004

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.  
S-3-S3-31-LL-A01 001

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE IRS0093B

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF TREASURY (DY)  
INTERNAL REVENUE SERVICE, PROCUREMENT BR  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105-2115

Jim Gensler 415-848-4717

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)

PACER SERVICE CENTER 00022390  
PO BOX 780549  
SAN ANTONIO, TX 78278-0549

TED WILLMAN 80067668566444

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.

TIRWR-02-M-00004

10B. DATED (SEE ITEM 13)

10/04/2001

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2003 0913 SBSE S335 7D 253D K0650 Net Increase: \$71,015.00

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (x) ☒ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: FAR 17.5 AND IAG TIRWR02M00004, Section III THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #0004 is issued to increase FY-03 funding from \$245,000.00 by \$71,015.00 to \$316,015.00, as actual usage is exceeding the not-to-exceed annual estimate.

As a result of this modification the total agreement to-date total is \$561,655.68

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JIM G GENSLER 415-848-4717 / PROCUREMENT ANALYST

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)



**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

| Line Item<br>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<br>316,015.00 | 316,015.00 |

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

|   |  |   |  |
|---|--|---|--|
| 1. CONTRACT ID CODE   |  | PAGE 1 OF 3 PAGES   |  |
| 2. AMENDMENT/MODIFICATION NO.<br>0005   |  | 3. EFFECTIVE DATE<br>See Block 16C  |  |
| 4. REQUISITION/PURCHASE REQ. NO.<br>S-4-S3-3B-X8-A01 000  |  | 5. PROJECT NO. (If applicable)  |  |
| 6. ISSUED BY<br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br><br>Jim Gensler 415-848-4717          |  | 7. ADMINISTERED BY (If other than Item 6)<br>See Item 6   |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP; Code)<br><br>PACER SERVICE CENTER 00022390<br>PO BOX 780549<br>SAN ANTONIO, TX 78278-0549<br><br>TED WILLMAN 80067668566444 |  | 9A. AMENDMENT OF SOLICITATION NO.<br><br>9B. DATED (SEE ITEM 11)<br><br>10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-02-M-00004<br>10B. DATED (SEE ITEM 13)<br>10/04/2001 |  |
| CODE  |  | FACILITY CODE   |  |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

04040913D S33B000 7D R423B Net Increase: \$350,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X   | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section I of the Interagency Agreement   |
|     | D. OTHER Specify type of modification and authority)  |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE CONTINUATION SHEET

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |                  |  |                  |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>JIM G GENSLER 415-848-4717 / PROCUREMENT ANALYST |                  |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA  | 16C. DATE SIGNED |
| (Signature of person authorized to sign)      |                  | BY (Signature of Contracting Officer)  |                  |

## 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

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

| Line Item<br>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.<br><br>Receipt and Acceptance will be performed by Clarice Randolph, 713-209-4348. | 1.00 | LO  | 350,000.00 | 350,000.00 |

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

OMB Control No. 1505-0046

1. CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO.  
00063. EFFECTIVE DATE  
See Block 16C4. REQUISITION/PURCHASE REQ. NO.  
S-4-S3-3B-X8-A01 001

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE IRS0093B

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF TREASURY (DY)  
INTERNAL REVENUE SERVICE, PROCUREMENT BR  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105-2115

Jim Gensler 415-848-4717

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)

PACER SERVICE CENTER 00022390  
7550 IH 10 W, SUITE 600  
SAN ANTONIO, TX 782295803

TED WILLMAN 80067668566444

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.  
TIRWR-02-M-00004

10B. DATED (SEE ITEM 13)

10/04/2001

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2004 0913 SBSE S39C S39C 7D 2527 Net Decrease: \$-330,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 17.5

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Due to the FY-04 Budget Continuing Resolution, Modification #006 reduces the FY-04 obligation made on Modification #005 from \$350,000 by \$320,000, to \$20,000.00 to cover immediate requirements. IRS intends to modify this order accordingly to add funding incrementally until the FY-04 Treasury Appropriation is passed.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JIM G GENSLER 415-848-4717 / PROCUREMENT ANALYST

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE30-105  
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

| Line Item<br>No. | Description of Supplies/Services   | Qty  | U/I | Unit Price       | Total     |
|------------------|--|------|-----|------------------|-----------|
|                  | Per Modification #006, available funding is reduced to \$20,000 for FY-04, pending passage of Treasury Appropriation by Congress..   |      |     |                  |           |
| 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<br>20,000.00 | 20,000.00 |
|                  | Receipt and Acceptance will be performed by Clarice Randolph, 713-209-4348.  |      |     |                  |           |

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.  
00073. EFFECTIVE DATE  
See Block 16C4. REQUISITION/PURCHASE REQ. NO.  
S-3-S3-31-LL-A01 002

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE IRS0093B

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF TREASURY (DY)  
INTERNAL REVENUE SERVICE, PROCUREMENT BR  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105-2115

Jim gensler 415-848-4717

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)

PACER SERVICE CENTER 00022390  
7550 IH 10 W, SUITE 600  
SAN ANTONIO, TX 782295803

TED WILLMAN 80067668566444

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.  
TIRWR-02-M-0000410B. DATED (SEE ITEM 13)  
10/04/2001

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2003 0913 SBSE S335 7D 253D K0650 Net Increase: \$7,390.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 17.5

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification # 0007 is issued to increase the FY03 funding (CLIN0002) as actual usage exceeded the estimate for the period. As a result CLIN0002 is increased from \$316,015.00 by \$7,390.00 to \$323,405.00

This modification results in an increase in the total funds obligated (all years) on this agreement from \$581,655.68 by \$7,390.00 to \$859,045.68

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JIM G GENSLER 415-848-4717 / PROCUREMENT ANALYST

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

| Line Item<br>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 \$323405.00 for the period (Reflects actual cost for the period through Mod. 0007.) | 1.00 | LO  | NTE<br>323,405.00 | 323,405.00 |



## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

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2. AMENDMENT/MODIFICATION NO.  
00083. EFFECTIVE DATE  
See Block 16C4. REQUISITION/PURCHASE REQ. NO.  
S-4-S3-3B-X8-A01 002

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE IRS0093B

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF TREASURY (DY)  
INTERNAL REVENUE SERVICE, PROCUREMENT BR  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105-2115

Jim Gensler 415-848-4717

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)

PACER SERVICE CENTER 00022390  
7550 IH 10 W, SUITE 600  
SAN ANTONIO, TX 782295803

TED WILLMAN 80067668566444

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
TIRWR-02-M-00004

10B. DATED (SEE ITEM 13)

10/04/2001

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2004 0913 SBSE S39C S39C 7D 2527 Net Increase: \$330,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (x)
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 17.5
- D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

As the FY-04 Omnibus Appropriations Act has now passed, funding reduced on Modification #006 is reestablished. As a result of this modification, the FY-04 Not-To-Exceed Estimate is increased from \$20,000.00 by \$330,000.00 to \$350,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JIM G GENSLER 415-848-4717 / PROCUREMENT ANALYST

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

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

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

| Line Item<br>No. | Description of Supplies/Services   | Qty  | U/I | Unit Price        | Total      |
|------------------|--|------|-----|-------------------|------------|
|                  | 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 reduced to \$20,000 for FY-04, pending passage of Treasury Appropriation by Congress.  |      |     |                   |            |
| 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<br>350,000.00 | 350,000.00 |
|                  | Receipt and Acceptance will be performed by Clarice Randolph, 713-209-4348.  |      |     |                   |            |

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE

OF

PAGES

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2. AMENDMENT/MODIFICATION NO.

0009

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

S-4-S3-3B-X8-A01 003

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

IRS0093B

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF TREASURY (DY)  
INTERNAL REVENUE SERVICE, PROCUREMENT BR  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105-2115

Jim Gensler 415-848-4717

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)

PACER SERVICE CENTER 00022390  
7550 IH 10 W, SUITE 600  
SAN ANTONIO, TX 782295803

TED WILLMAN 80067668566444

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

TIRWR-02-M-00004

10B. DATED (SEE ITEM 13)

10/04/2001

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2004 0913 SBSE S39C S39C 7D 2527 Net Increase: \$88,414.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification # 0009 is issued to increase the FY-04, not-to-exceed estimated total available for PACER On-Line services (CLIN 0003) from \$350,000.00 by \$88,414.00 to \$438,414.00 for the period 10/01/2003 - 09/30/2004.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JIM G GENSLER 415-848-4717 / CONTRACTING/ORDERING OFFICER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

| Line Item<br>No. | Description of Supplies/Services  | Qty  | U/I | Unit Price        | Total      |
|------------------|---|------|-----|-------------------|------------|
|                  | MODIFICATION #0009 INCREASES THE FY-2004 FUNDING AVAILABLE FOR ON-LINE SERVICES FROM \$350,000.00 BY \$88,414.00 TO \$438,414.00 TO COVER AN INCREASE IN THE ESTIMATED USAGE/PER PAGE CHARGES.                      |      |     |                   |            |
|                  | 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 reduced to \$20,000 for FY-04, pending passage of Treasury Appropriation by Congress.   |      |     |                   |            |
| 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<br>438,414.00 | 438,414.00 |
|                  | Receipt and Acceptance will be performed by Clarice Randolph, 713-209-4348.   |      |     |                   |            |

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

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|  |                                    |   |                                |
|--|------------------------------------|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>0010  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>S-5-S3-3B-X8-A00 000    | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br><br>Jim Gensler 415-848-4717 |                                    | 7. ADMINISTERED BY (If other than Item 6)<br><br>See Item 6 |                                |

|  |               |   |
|--|---------------|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br><br>PACER SERVICE CENTER 00022390<br>7550 IH 10 W, SUITE 600<br>SAN ANTONIO, TX 782295803<br><br>TED WILLMAN 80067668566444 | (x)           | 9A. AMENDMENT OF SOLICITATION NO.                           |
|  |               | 9B. DATED (SEE ITEM 11)                                     |
|  | X             | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-02-M-00004 |
|  |               | 10B. DATED (SEE ITEM 13)<br>10/04/2001                      |
| CODE   | FACILITY CODE |   |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

05050913D S33B051 7D R423B K0650 Net Increase: \$500,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority)<br>Funding for Continuation under existing agreement.  |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MODIFICATION # 0010 FUNDS THIS AGREEMENT FOR FY-05.

AS A RESULT OF THIS MODIFICATION, OBLIGATION OF FY-05 ESTIMATE, NOT TO EXCEED FUNDS AVAILABLE IN THE AMOUNT OF \$500,000 IS ESTABLISHED FOR FY-05.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |   |  |                  |
|---|---|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><br>JIM G GENSLER 415-848-4717 / CONTRACTING/ORDERING OFFICER |  |                  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED  | 16B. UNITED STATES OF AMERICA<br><br>BY (Signature of Contracting Officer) | 16C. DATE SIGNED |

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105  
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STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

| Line Item<br>No. | Description of Supplies/Services  | Qty  | U/I | Unit Price        | Total      |
|------------------|---|------|-----|-------------------|------------|
| 0004             | PACER ON LINE SERVICE UNDER<br>CONSOLIDATED INTERAGENCY<br>AGREEMENT #TIRWR02M00004<br>FOR FY-05 (10/01/2004 -<br>9/30/2005). | 1.00 | EA  | NTE<br>500,000.00 | 500,000.00 |

NOTE: PUBLISHED COMMERCIAL  
RATE INCREASE TO EIGHT  
CENTS PER PAGE IS  
AUTHORIZED EFFECTIVE  
01/01/2005.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

|  |                                    |   |                                |
|--|------------------------------------|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>0011  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>S-5-S3-3B-X8-A00 001        | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>CODE<br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br><br>Jim Gensler 415-848-4717 |                                    | 7. ADMINISTERED BY (If other than Item 6)<br>CODE<br>See Item 6 |                                |

|   |               |   |
|---|---------------|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br><br>PACER SERVICE CENTER 00022390<br>7550 IH 10 W, SUITE 600<br>SAN ANTONIO, TX 782295803<br><br>TED WILLMAN 800-676-6856-6444 | (x)           | 9A. AMENDMENT OF SOLICITATION NO.                           |
|   |               | 9B. DATED (SEE ITEM 11)                                     |
|   | X             | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-02-M-00004 |
|   |               | 10B. DATED (SEE ITEM 13)<br>10/04/2001                      |
| CODE  | FACILITY CODE |   |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

05050913D S33B051 7D R423B K0650 Net Increase: \$75,662.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority)<br>Funding in accordance with existing Interagency Agreement.  |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #0011 is issued to increase the Not-To-Exceed estimated funding available for PACER On-Line Services for FY-05.

As a result of this modification, CLIN 0004 is increased from \$500,000.00 by \$75,662.00 to \$575,662.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |                  |  |                  |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>JIM G GENSLE 415-848-4717 / CONTRACTING/ORDERING OFFICER |                  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br><br>BY (Signature of Contracting Officer)   | 16C. DATE SIGNED |

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

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



## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO.  
00123. EFFECTIVE DATE  
See Block 16C4. REQUISITION/PURCHASE REQ. NO.  
S-6-S3-3B-X8-A00 001

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE IRS0093B

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF TREASURY (DY)  
INTERNAL REVENUE SERVICE, PROCUREMENT BR  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105-2115

JIM GENSLER 415-848-4717

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)

PACER SERVICE CENTER 00022390  
7550 IH 10 W, SUITE 600  
SAN ANTONIO, TX 782295803

TED WILLMAN 800 676 6856 X 6444

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.  
TIRWR-02-M-0000410B. DATED (SEE ITEM 13)  
10/04/2001

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (x)
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER Specify type of modification and authority)  
FUNDING FOR FY-06, FUNDS NTE ESTIMATE FOR THE PERIOD PER IA.

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #0012 is issued to fund the agreement for PACER Services in the estimated, not-to-exceed (NTE) amount of \$800,000.00.

As a result of this modification, CLIN 0005 is established for FY-06 in the amount of \$800,000.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

MARK S PFEIFFER 415-848-4714 / AREA CHIEF PROCUREMENT OFFICER  
CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE30-105  
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

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

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

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

 1. CONTRACT ID CODE  
 PAGE 1 OF 2 PAGES

|   |                                    |   |                                |
|---|------------------------------------|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>0013   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>S-6-S3-3B-X8-A00 002            | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>CODE IRS0093B<br><br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br><br>Jim Gensler 415-848-4717 |                                    | 7. ADMINISTERED BY (If other than Item 6)<br>CODE<br><br>See Item 6 |                                |

|  |               |     |   |
|--|---------------|-----|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP; Code)<br><br>PACER SERVICE CENTER 00022390<br>7550 IH 10 W, SUITE 600<br>SAN ANTONIO, TX 782295803<br><br>TED WILLMAN 80067668566444 |               | (x) | 9A. AMENDMENT OF SOLICITATION NO.                           |
|  |               |     | 9B. DATED (SEE ITEM 11)                                     |
|  |               | X   | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-02-M-00004 |
|  |               |     | 10B. DATED (SEE ITEM 13)<br>10/04/2001                      |
| CODE   | FACILITY CODE |     |   |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 06060913D S70F555 7D R423B K0650 Net Increase: \$19,500.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority<br>IA Terms & Conditions, Section III Funding   |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #0013 is issued to increase the Not To Exceed (NTE) estimate available for PACER Access Charges for the current period 10/1/05 - 9/30/06.

As a result CLIN 0005 of this agreement is increased (for FY-06) from \$800,000.00 by \$19,500.00 to \$819,500.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |                  |  |                  |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><br>MARK S PFEIFFER 415-848-4714 / CONTRACTING OFFICER |                  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br><br>BY (Signature of Contracting Officer)   | 16C. DATE SIGNED |

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

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

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

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE 1 OF 3 PAGES

|  |                                    |   |                                |
|--|------------------------------------|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>0014  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>S-4-S3-3B-X8-A01 004        | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>CODE<br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br>Jim Gensler 415-848-4717 |                                    | 7. ADMINISTERED BY (If other than Item 6)<br>CODE<br>See Item 6 |                                |

|  |               |   |
|--|---------------|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br><br>PACER SERVICE CENTER 00022390<br>7550 IH 10 W, STE 600<br>SAN ANTONIO, TX 782295813<br><br>TED WILLMAN 80067668566444 | (x)           | 9A. AMENDMENT OF SOLICITATION NO.                           |
|  |               | 9B. DATED (SEE ITEM 11)                                     |
|  | X             | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-02-M-00004 |
|  |               | 10B. DATED (SEE ITEM 13)<br>10/04/2001                      |
| CODE   | FACILITY CODE |   |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

multiple accounting - see schedule Net Decrease: \$-90,515.38

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority)<br>CLOSE OUT OF INTERAGENCY AGREEMENT FAR 17.5   |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #0014 is issued to close-out this Interagency Agreement for PACER usage for the period 10/01/2001 - 09/30/2006. The unused Estimated, Not-To-Exceed balances are reduced to reflect actual usage for the periods, final invoice received and processed for payment October 25, 2006.

As a result this agreement is reduced from estimated amount of 2,402,621.68 by \$90,515.38 to actual usage of \$2,312,106.30.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |                  |   |                  |
|---|------------------|---|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>MARK S PFEIFFER 415-848-4714 / AREA CHIEF PROCUREMENT OFFICER |                  |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA   | 16C. DATE SIGNED |
| (Signature of person authorized to sign)      |                  | BY (Signature of Contracting Officer)   |                  |

## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

| Line Item No.   | Description of Supplies/Services   | Qty  | U/I | Unit Price        | Total      |
|---|--|------|-----|-------------------|------------|
| MODIFICATION #0014 CLOSES-OUT REMAINING ESTIMATED BALANCES ON CLINS 0003, 0004 & 0005 FOR THE RESPECTIVE FISCAL YEARS. EXTENSIONS SHOW ACTUAL USAGE FOR THE PERIODS (NO CHANGE IN CLINS 0001 & 0002). |  |      |     |                   |            |
| 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 ACTUAL COST \$408,145.9100 for the period. | 1.00 | LO  | NTE<br>408,145.91 | 408,145.91 |

Receipt and Acceptance will be performed by Clarice Randolph, 713-209-4348.

## Accounting and Appropriation Data:

| Fund                   | Cost Center | Functional Area | Material Group | Internal Order |
|------------------------|-------------|-----------------|----------------|----------------|
| 0404091<br>3D          | S39C000     | 7D              | R423B          |                |
| PR #: S-4-S3-3B-X8-A01 |             |                 |                | \$-30,268.09   |

|      |   |      |    |                   |            |
|------|---|------|----|-------------------|------------|
| 0004 | ACTUAL COST FOR FY-05 \$553,748.05<br>PACER ON LINE SERVICE UNDER CONSOLIDATED INTERAGENCY AGREEMENT #TIRWR02M00004 FOR FY-05 (10/01/2004 - 9/30/2005). | 1.00 | LO | NTE<br>553,748.05 | 553,748.05 |
|------|---|------|----|-------------------|------------|

NOTE: PUBLISHED COMMERCIAL RATE INCREASE TO EIGHT CENTS PER PAGE IS AUTHORIZED EFFECTIVE 01/01/2005.

## Accounting and Appropriation Data:

| Fund                   | Cost Center | Functional Area | Material Group | Internal Order |
|------------------------|-------------|-----------------|----------------|----------------|
| 0505091<br>3D          | S33B051     | 7D              | R423B          | K0650          |
| PR #: S-5-S3-3B-X8-A00 |             |                 |                | \$-21,913.95   |

0005 ACTUAL COST FOR FY-06 \$781,166.66  
 PACER ON LINE SERVICE UNDER 1.00 EA NTE 781,166.66 781,166.66  
 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.

**Accounting and Appropriation Data:**

| Fund          | Cost Center | Functional Area | Material Group | Internal Order |
|---------------|-------------|-----------------|----------------|----------------|
| 0606091<br>3D | S70F555     | 7D              | R423B          | K0650          |
|               |             |                 |                | \$-38,333.34   |

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



Internal Revenue Service  
Interagency Agreement  
between Federal Agencies

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

1b. Modification No.

OMB Control No. 1505-0080  
Page 1 of 6  
3. Fiscal Year  
2007

2a. Task Order Number

2b. Modification No.

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

5. REQUESTING AGENCY INFORMATION

5a. Name and Address:  
PROCUREMENT OP.BR., WESTERN  
401 / VNP  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105

Attn: JIM G GENSLER

Telephone Number: 415-848-4717  
Fax Number: 415-848-4711

5b. Contracting Officers Technical Representative:  
Name: JIM G GENSLER  
Address: PROCUREMENT OP BR  
333 MARKET ST., SUITE 1400  
SAN FRANCISCO, CA 94105

Telephone Number: 415-848-4717  
Fax Number: 415-848-4711

Office Symbols: OS:A:P:B:W

5c. Billing Address:  
IRS Beckley Finance Center  
P.O. Box 6002  
Tel: (304) 256-6000  
Beckley, WV 25802

INVB030

5d. Agency Locator Code (ALC): 20-09-0003 / DUNS: 040539587

5e. Requisition Number: S-7-S3-3B-X8-A01 001

5f. Accounting Code:  
07070913D-S70F555-7D-R423B-K0650 \$237,500.00

5g. Method of Payment:

☒ IPAC (ALC Required - See Block 5d)

☐ Monthly

☒ Quarterly

☐ Other

☐ Advance Payment Authorized

☐ Pre-agreement Costs Authorized (Effective MM/DD/YY)

6. Project Description:

ON-LINE ACCESS TO U.S. COURTS PACER SYSTEM.

7. SERVICE AGENCY INFORMATION

7a. Name and Address: 00022390  
PACER SERVICE CENTER  
7550 IH 10 W, SUITE 600  
SAN ANTONIO, TX 782295803

7b. Point of Contact and Telephone Number / Fax Number:  
TED WILLMAN (Tel) 800-676-8856 Ext.6444 (Fax) 210-308-3783

7c. Finance Office Point of Contact and Telephone Number / Fax Number:  
MARY CANTU  
(Tel) 800-676-8856  
(Fax) 210-301-8441

7d. Agency Locator Code (ALC): 00-00-4695  
DUNS 942273863

8. Funding: FY-07

Obligations to Date \$ 0.00

New Obligation \$ 237,500.00

Cumulative Total \$ 237,500.00

Current FY Total \$ 237,500.00

9. Fee: 0.00%

10. Statutory Authorization:

☒ Economy Act 31 U.S.C. 1535

☐ Government Employees Training Act 5 U.S.C. 4101-4119

☐ OPM Revolving Fund Authority 5 U.S.C. 1304  
Executive Order 11348

☐ P.L. 103-356 Government Management Reform Act of 1994

☐ Other

11. Attachments:

☒ Terms and Conditions

☐ Special Requirements

☐ Disclosure & Safeguard Clauses

☒ Statement of Work

☐ Other

12a. Period of Performance (This Action)

From: 10/01/2006

To: 09/30/2007

12b. Term of Agreement (Base with Options)

From: 10/01/2006

To: 09/30/2011

13A. INTERNAL REVENUE SERVICE APPROVAL

Signature: Kathleen M. Spinetti  
Typed Name: KATHLEEN M. SPINETTI

Date: 10/23/06

Title: CONTRACTING OFFICER

13B. SERVICING AGENCY APPROVAL

Signature: Ralph Gutierrez  
Typed Name: Ralph Gutierrez

Date: 10/18/06

Title: Assistant Branch Chief



## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

| Line Item No. | Description of Supplies/Services   | Qty                               | 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 - 11/17/06. Funding is currently available for this period only. Funds are available in the amount of \$237,500.00 for this contract action. 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          | Estimated, Not-To-Exceed FY-07 Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER) per attached.  | 1.00                              | LO  | NTE<br>237,500.00 | 237,500.00 |
|               | Period of Performance:   | Start 10/01/2006 - End 09/30/2007 |     |                   |            |
|               | Unfunded Option Periods to be funded in accordance with Section III of this Agreement  |                                   |     |                   |            |
| 0002          | Estimated, Not-To-Exceed FY-08 Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER) per attached.  | 1.00                              | EA  | NTE<br>950,000.00 | 00.00      |
|               | Period of Performance:   | Start 10/01/2007 - End 09/30/2008 |     |                   |            |
| 0003          | Estimated, Not-To-Exceed FY-09 Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER) per attached.  | 1.00                              | EA  | NTE<br>950,000.00 | 00.00      |
|               | Period of Performance:   | Start 10/01/2008 - End 09/30/2009 |     |                   |            |
| 0004          | Estimated, Not-To-Exceed FY-10 Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER) per attached.  | 1.00                              | EA  | NTE<br>950,000.00 | 00.00      |
|               | Period of Performance:   | Start 10/01/2009 - End 09/30/2010 |     |                   |            |
| 0005          | Estimated, Not-To-Exceed FY-11 Usage charges for On-Line Access to U.S. Courts "Public Access to Electronic Records (PACER) per attached.  | 1.00                              | EA  | NTE<br>950,000.00 | 00.00      |
|               | Period of Performance:   | Start 10/01/2010 - End 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 10/01/2006 and 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 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.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

OMB Control No. 1505-0080

|  |  |   |  |                     |                   |
|--|--|---|--|---------------------|-------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>0001  |  | 3. EFFECTIVE DATE<br>See Block 16C                      | 4. REQUISITION/PURCHASE REQ. NO.<br>S-7-S3-3B-X8-A01 002 | 1. CONTRACT ID CODE | PAGE 1 OF 2 PAGES |
| 6. ISSUED BY<br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br>Jim Gensler 415-848-4717 |  | CODE IRS0093B   | 5. PROJECT NO. (If applicable)                           |                     |                   |
|  |  | 7. ADMINISTERED BY (If other than Item 6)<br>See Item 6 |  |                     | CODE              |

## 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

RALPH GUTIERREZ 800-878-8858

CODE

FACILITY CODE

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

TIRWR-07-M-00001

10B. DATED (SEE ITEM 13)

10/23/2006

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

07070913D S70F555 7D R423B K0650 Net Increase: \$237,500.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.



|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(p). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority)<br>Additional Funding under current Continuing Resolution  |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #0001 is issued to provide additional funding for CLIN 0001, FY-07 PACER Services. As a result the Not-To-Exceed Estimated funding available for PACER Services for the period 10/01/2006 - 09/30/2007 is increased from \$237,500.00 by \$237,500.00 to \$475,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|  |                            |  |                            |
|--|----------------------------|--|----------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>Ralph Gutierrez<br>PACER Service Center, Asst Branch Chief  |                            | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>KATHLEEN M. SPINETTI / Contracting Officer 415-848-4731  |                            |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br>3/5/07 | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>3/5/07 |

NSA-2940-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105  
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STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

| Line Item<br>No. | Description of Supplies/Services   | Qty  | U/I | Unit Price        | Total      |
|------------------|--|------|-----|-------------------|------------|
|                  | Renewal of TIRWR-02-M-00004.   |      |     |                   |            |
|                  | I.R.S. - U.S. COURTS PACER INTERAGENCY AGREEMENT<br>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<br>Usage charges for On-Line Access<br>to U.S. Courts "Public Access to<br>Electronic Records (PACER)" per<br>attached.   | 1.00 | EA  | NTE<br>475,000.00 | 475,000.00 |

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

2

|  |                                    |   |                                |
|--|------------------------------------|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>0002  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>S-7-S3-3B-X8-A01 003    | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br><br>Jim Gensler 415-848-4717 |                                    | 7. ADMINISTERED BY (If other than Item 6)<br><br>See Item 6 |                                |

|  |  |     |   |
|--|--|-----|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br><br>PACER SERVICE CENTER 00022390<br>7550 IH 10 W, STE 600<br>SAN ANTONIO, TX 782295813<br><br>TED WILLMAN 800-676-6856 |  | (x) | 9A. AMENDMENT OF SOLICITATION NO.                           |
|  |  |     | 9B. DATED (SEE ITEM 11)                                     |
|  |  | X   | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-07-M-00001 |
|  |  |     | 10B. DATED (SEE ITEM 13)<br>10/23/2006                      |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

07070913D S70F555 7D R423B K0650 Net Increase: \$475,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority)<br>Funding under current Continuing Resolution   |

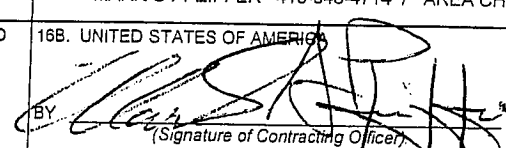
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #0002 is issued to provide full estimated Not-To-Exceed Funding for CLIN 0001, FY-07 PACER Services per Interagency Agreement TIRWR07M00001.

As a result, the agreement is increased from \$475,000.00 by \$475,000.00 to \$950,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |                  |   |                  |
|---|------------------|---|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  |                  |
|   |                  | MARK S PFEIFFER 415-848-4714 / AREA CHIEF PROCUREMENT OFFICER   |                  |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA   | 16C. DATE SIGNED |
| (Signature of person authorized to sign)      |                  | BY <br>(Signature of Contracting Officer) | 3/27/2007        |

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

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



## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

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

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

ACT ID CODE

PAGE OF PAGES

1 2

|   |                                    |   |                                |
|---|------------------------------------|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>0003   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>S-7-S3-3B-X8-A01 004            | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>CODE IRS0093B<br><br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br><br>Jim Gensler 415-848-4717 |                                    | 7. ADMINISTERED BY (If other than Item 6)<br>CODE<br><br>See Item 6 |                                |

|  |               |   |
|--|---------------|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br><br>PACER SERVICE CENTER 00022390<br>7550 IH 10 W, STE 600<br>SAN ANTONIO, TX 782295813<br><br>TED WILLMAN 800-676-6856 | (x)           | 9A. AMENDMENT OF SOLICITATION NO.                           |
|  |               | 9B. DATED (SEE ITEM 11)                                     |
|  | X             | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-07-M-00001 |
|  |               | 10B. DATED (SEE ITEM 13)<br>10/23/2006                      |
| CODE   | FACILITY CODE |   |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

07070913D S70F555 7D R423B K0650 Net Increase: \$31,151.52

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority)<br>FAR 17.5  |

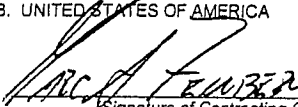
**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification 0003 is issued to provide additional funding under the current CR to cover estimated on-line usage for PACER Services through 9/30/07.

As a result of this modification, FY-07 funds available under this agreement are increased from \$950,000.00 by \$31,161.52 to \$981,161.52.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |  |  |                                  |
|---|--|--|----------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><br>MARC A FEINBERG 415-848-4730 / SECTION CHIEF |  |                                  |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED   | 16B. UNITED STATES OF AMERICA<br><br>BY <br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br><br>11/16/07 |
| (Signature of person authorized to sign)      |  |  |                                  |

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

| Line Item<br>No. | Description of Supplies/Services   | Qty  | U/I | Unit Price        | Total      |
|------------------|--|------|-----|-------------------|------------|
|                  | Renewal of TIRWR-02-M-00004.   |      |     |                   |            |
|                  | Modification # 0003 increases the funds available for estimated PACER Service usage thorough 9/30/07 in the amount of \$31,161.52.   |      |     |                   |            |
|                  | I.R.S. - U.S. COURTS PACER INTERAGENCY AGREEMENT<br>Period of performance of this agreement 10/1/06-09/30/07.  |      |     |                   |            |
|                  | The Government is currently operating under a Continuing Resolution (Public Law No: 110-5; H.J.Res 20) for the period 10/1/06 - 09/30/2007. Funding is currently available for this period in the amount of \$981,151.52 |      |     |                   |            |
| 0001             | FY-07 Estimated, Not-To-Exceed<br>Usage charges for On-Line Access<br>to U.S. Courts "Public Access to<br>Electronic Records (PACER)" per<br>attached.   | 1.00 | EA  | NTE<br>981,151.52 | 981,151.52 |

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

OMB Control No. 1505-0080

|  |                                    |   |                                |
|--|------------------------------------|---|--------------------------------|
| 1. CONTRACT ID CODE  |                                    | PAGE OF PAGES<br>1 3  |                                |
| 2. AMENDMENT/MODIFICATION NO.<br>0004  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>S-8-S3-3B-X8-A00 000  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br><br>Jim Gensler 415-848-4717               |                                    | 7. ADMINISTERED BY (If other than Item 6)<br>See Item 6   |                                |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br><br>PACER SERVICE CENTER 00022390<br>7550 IH 10 W, STE 600<br>SAN ANTONIO, TX 782295813<br><br>TED WILLMAN 800-676-6856 |                                    | 9A. AMENDMENT OF SOLICITATION NO.<br><br>9B. DATED (SEE ITEM 11)<br><br>10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-07-M-00001<br>10B. DATED (SEE ITEM 13)<br>10/23/2006 |                                |
| CODE   |                                    | FACILITY CODE   |                                |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

None Net Increase: \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority<br>Exercise Option for FY-08 PACER Agreement  |


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #0004 is issued to exercise the FY-08 (First Option) on this Interagency Agreement for PACER Services.

FY08 estimated funding for PACER services under consolidated Interagency Agreement. 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.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |                  |  |                              |
|---|------------------|--|------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>MARC A FEINBERG 415-848-4730 / SECTION CHIEF   |                              |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>10/23/06 |

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE30-105  
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**Section B****SUPPLIES OR SERVICES AND PRICES/COSTS**

| Line Item<br>No. | Description of Supplies/Services  | Qty  | U/I | Unit Price        | Total      |
|------------------|---|------|-----|-------------------|------------|
| 0002             | FY-08 Estimated, Not-To-Exceed<br>Usage charges for On-Line Access<br>to U.S. Courts "Public Access to<br>Electronic Records (PACER) per<br>attached. | 1.00 | EA  | NTE<br>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 OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.  
00053. EFFECTIVE DATE  
See Block 16C4. REQUISITION/PURCHASE REQ. NO.  
S-7-S3-3B-X8-A01 005

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE IRS0093B

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF TREASURY (DY)  
INTERNAL REVENUE SERVICE, PROCUREMENT BR  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105-2115

JIM GENSLE 415-848-4717

See Item 6

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

TED WILLMAN 800-676-6856

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
TIRWR-07-M-00001

10B. DATED (SEE ITEM 13)

10/23/2006

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

None Net Increase: \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| X   | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
|     | D. OTHER Specify type of modification and authority)  |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification 0005 to Interagency Agreement TIRWR-07-M-00001 is issued to confirm the appointment of:

Jim Gensler  
333 Market Street  
Suite 1400  
San Francisco, CA 94105  
415-848-4717 (ofc)

(CONTINUED ON PAGE 2 HEREIN)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |                  |  |                  |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |                  |
|   |                  | CATHY P HANDY 415-848-4735 / CONTRACTING/ORDERING OFFICER  |                  |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA                              | 16C. DATE SIGNED |
| (Signature of person authorized to sign)      |                  | Cathy P. Handy<br>(Signature of Contracting Officer)       | 12/6/07          |

SF30 Comments (Block 14)  
Continuation Sheet

as the Contracting Officer's 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 SOLICITATION/MODIFICATION OF CONTRACT   |  |   |  | 1. CONTRACT ID CODE                                      |  | PAGE OF PAGES   |  |
|--|--|---|--|--|--|---|--|
| 2. AMENDMENT/MODIFICATION NO.<br>0008  |  | 3. EFFECTIVE DATE<br>See Block 16C                      |  | 4. REQUISITION/PURCHASE REQ. NO.<br>S-8-S3-3B-X8-A00 001 |  | 5. PROJECT NO. (If applicable)                              |  |
| 6. ISSUED BY<br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br><br>Jim Gensler 416-848-4717 |  | 7. ADMINISTERED BY (If other than item 6)<br>See Item 6 |  | CODE   |  | CODE  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)  |  |   |  | (x)  |  | 9A. AMENDMENT OF SOLICITATION NO.                           |  |
| PACER SERVICE CENTER 00022390<br>7550 IH 10 W, STE 800<br>SAN ANTONIO, TX 782295813  |  |   |  |  |  | 9B. DATED (SEE ITEM 11)                                     |  |
| TED WILLMAN 800-878-8858   |  |   |  | X  |  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-07-M-00001 |  |
| CODE   |  |   |  | FACILITY CODE  |  | 10B. DATED (SEE ITEM 13)<br>10/23/2008                      |  |

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
08080913D S700555 7D R423B K0850 Net Increase: \$950,000.00

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

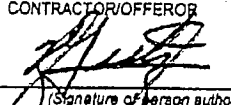
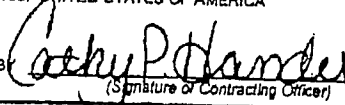
|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority<br>FAR 52.232-18 FY-08 Funding for the period.  |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification # 0006 provides FY-08 funding now available for the period 10/01/2007 - 09/30/2008 in the amount of \$950,000.00.

As a result, Line Item 0002 is increased from the Not-to-Exceed Estimate for PACER On-Line Access for FY-08 From \$0.00 by \$950,000.00 to \$950,000.00 (11,875,000 ea @ \$0.08 each).

|  |                             |   |                             |
|--|-----------------------------|---|-----------------------------|
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. |                             |   |                             |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>Ralph Gutierrez<br>Assistant Branch Chief   |                             | 18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>CATHY P HANDY 415-848-4735 7 CONTRACTING/ORDERING OFFICER                                     |                             |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)               | 15C. DATE SIGNED<br>1/25/08 | 18B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) | 18C. DATE SIGNED<br>1/24/08 |

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

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FAR (48 CFR) 53.243

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.  
00073. EFFECTIVE DATE  
See Block 16C4. REQUISITION/PURCHASE REQ. NO.  
S-7-S3-3B-X8-A01 006

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE IRS0093B

7. ADMINISTERED BY (If other than Item 5)

CODE

DEPARTMENT OF TREASURY (DY)  
INTERNAL REVENUE SERVICE, PROCUREMENT BR  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105-2115

Jim Gensler 415-848-4717

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)

PACER SERVICE CENTER 00022380  
7550 IH 10 W. STE 600  
SAN ANTONIO, TX 782295813

TED WILLMAN 800-676-8858

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

TIRWR-07-M-00001

10B. DATED (SEE ITEM 13)

10/23/2006

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

07070913D S70F655 7D R423B K0650 Net Decrease: \$-64,113.76

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER Specify type of modification and authority)  
FAR 17.5; Section 3 of the Agreement.

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #0007 reduces the NTE Estimate for FY-07 to reflect the actual usage for the period 10/1/06 - 09/30-2007.

As a result CLIN 0001 is decreased from \$981,161.52 by \$64,113.76, to \$917,037.76 (11,462,972 pages accessed for FY-07 @ \$0.08 ea).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Ralph Gutierrez  
Assistant Branch Chief

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JIM G GENSLER 415-848-4717 / CONTRACTING/ORDERING OFFICER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

1/25/08

BY

(Signature of Contracting Officer)

Jan 25, 2008

NSA 240-01-152-800

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FAR (48 CFR) 53.243

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

OMB Control No. 1505-0080

|  |  |   |  |                                |
|--|--|---|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>0008  |  | 3. EFFECTIVE DATE<br>See Block 16C                      | 4. REQUISITION/PURCHASE REQ. NO.<br>S-9-S3-3B-X8-A00 000 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br><br>Jim Gensler 415-848-4717 |  | 7. ADMINISTERED BY (If other than Item 6)<br>See Item 6 |  |                                |

|  |  |     |   |
|--|--|-----|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br><br>PACER SERVICE CENTER 00022390<br>7550 IH 10 W, STE 600<br>SAN ANTONIO, TX 782295813<br><br>TED WILLMAN 800-676-6856 |  | (x) | 9A. AMENDMENT OF SOLICITATION NO.                           |
|  |  |     | 9B. DATED (SEE ITEM 11)                                     |
|  |  | X   | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-07-M-00001 |
|  |  |     | 10B. DATED (SEE ITEM 13)<br>10/23/2006                      |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

08080913D S700555 7D R423B K0650 Net Increase: \$87,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority<br>FAR 43.103(a)(3) & Sect III of the Agrmt.  |

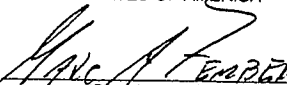
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation page attached.

(CONTINUED)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |                  |  |                               |
|---|------------------|--|-------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>MARC A FEINBERG 415-848-4730 / CONTRACTING/ORDERING OFFICER                                      |                               |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>19 AUG 08 |

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FAR (48 CFR) 53.243

## 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.

## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

| Line Item No.  | Description of Supplies/Services  | Qty            | U/I | Unit Price     | Total                   |
|--|---|----------------|-----|----------------|-------------------------|
| Modification #0008 is issued to increase the estimated number of pages anticipated (usage) in FY-08 by 1,087,500 each. |   |                |     |                |                         |
| 0002   | FY-08 Estimated, Not-To-Exceed<br>Usage charges for On-Line Access<br>to U.S. Courts "Public Access to<br>Electronic Records (PACER) @<br>\$0.08 per page in accordance with<br>the IRS _ PACER Interagency<br>Agreement TIRWR07M00001. | NTE 12,962,500 | EA  | 0.08           | 1,037,000.00            |
| 0003   | FY-09 Estimated, Not-To-Exceed<br>Usage charges for On-Line Access<br>to U.S. Courts "Public Access to<br>Electronic Records (PACER) per<br>existing Interagency Agreement<br>TIRWR07M00001.  | 1.00           | EA  | NTE 950,000.00 | 00.00<br>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.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

OMB Control No. 1505-0080

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.  
00093. EFFECTIVE DATE  
See Block 18C4. REQUISITION/PURCHASE REQ. NO.  
S-9-S3-3B-X8-A00 001

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE IRS0093B

7. ADMINISTERED BY (If other than Item 6)

CODE

DEPARTMENT OF TREASURY (DY)  
INTERNAL REVENUE SERVICE, PROCUREMENT BR  
333 MARKET STREET, SUITE 1400  
SAN FRANCISCO, CA 94105-2115

Jim Gansler 415-848-4717

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

PACER SERVICE CENTER 00022380  
7550 IH 10 W, STE 800  
SAN ANTONIO, TX 782285813

TED WILLMAN 800-676-5856

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
TIRWR-07-M-00001

10B. DATED (SEE ITEM 13)

10/23/2008

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

09090913D S700555 7D R423B K0850 Net Increase: \$416,670.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority)<br>FY-09 Funding under the current CR  |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #0009 provides partial FY-09 funding under the current Continuing Resolution (H.R. 2638).

As a result, this Interagency Agreement for PACER Access for FY-09 is increased from \$0.00 by \$416,670.00 to \$416,670.00.

This modification increases the total obligation (all years) for this agreement to \$2,370,707.76.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Ralph Gutierrez  
Assistant Branch Chief

18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

MARC A FEINBERG 415-848-4730 / SECTION CHIEF

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

18B. UNITED STATES OF AMERICA

18C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

NSN 7440-01-152-8070

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Prescribed by GSA  
FAR (48 CFR) 53.243

## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

| Line Item No.   | Description of Supplies/Services   | Qty              | U/I | Unit Price | Total      |
|---|--|------------------|-----|------------|------------|
| <p>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.</p> |  |                  |     |            |            |
| 0003  | <p>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.<br/>Period of Performance 10/01/2008 - 09/30/2009.</p> <p>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.</p> <p>CLIN 0003A Reflects the available funds for FY-09 under the CR (HR 2638) for the period.</p> | NTE<br>6,666,625 | EA  | 0.08       | 533,330.00 |
| 0003A   | <p>FY-09 PACER ON-LINE SERVICES FOR THE PERIOD 10/01/2008 - 09/30/2009.</p>  | NTE<br>5,208,375 | EA  | 0.08       | 416,670.00 |

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

OMB Control No. 1505-0080

|  |                                    |   |                                |
|--|------------------------------------|---|--------------------------------|
| 1. CONTRACT ID CODE  |                                    | PAGE 1 OF 2 PAGES   |                                |
| 2. AMENDMENT/MODIFICATION NO.<br>0010  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>S-8-S3-3B-X8-A00 004  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>DEPARTMENT OF TREASURY (DY)<br>INTERNAL REVENUE SERVICE, PROCUREMENT BR<br>333 MARKET STREET, SUITE 1400<br>SAN FRANCISCO, CA 94105-2115<br><br>Jim Gensler 415-848-4717               |                                    | 7. ADMINISTERED BY (If other than Item 6)<br>See Item 6   |                                |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br><br>PACER SERVICE CENTER 00022390<br>7550 IH 10 W, STE 600<br>SAN ANTONIO, TX 782295813<br><br>TED WILLMAN 800-676-6856 |                                    | 9A. AMENDMENT OF SOLICITATION NO.<br><br>9B. DATED (SEE ITEM 11)<br><br>10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-07-M-00001<br>10B. DATED (SEE ITEM 13)<br>10/23/2006 |                                |
| CODE   | FACILITY CODE                      |   |                                |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
08080913D S700555 7D R423B K0650 Net Decrease: \$-19,347.04

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

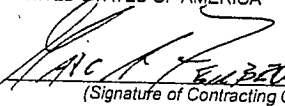
|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority)<br>Close out of excess FY-08 Funds.  |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Final Invoice for Period 2, 10/1/07 - 09/30/08 has been received and paid, CLIN 0002 is therefore is changed to reflect the actual final number of pages accessed for the period to 12,720,662 pages, a funding reduction from \$1,037,000.00 by \$19,347.04 to \$1,017,652.96 for period 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |                  |  |                              |
|---|------------------|--|------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>MARC A FEINBERG 415-848-4730 / SECTION CHIEF   |                              |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>6 JAN 09 |



## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

| Line Item<br>No.  | Description of Supplies/Services  | Qty               | U/I | Unit Price | Total        |
|---|---|-------------------|-----|------------|--------------|
| Modification #0010 is issued to decrease the estimated number of pages anticipated (usage) in FY-08 to reflect the actual number used. Final Invoice for the period has been received, accepted and paid. |   |                   |     |            |              |
| 0002  | FY-08 Estimated, Not-To-Exceed<br>Usage charges for On-Line Access<br>to U.S. Courts "Public Access to<br>Electronic Records (PACER) @<br>\$0.08 per page in accordance with<br>the IRS - PACER Interagency<br>Agreement TIRWR07M00001. | NTE<br>12,720,662 | EA  | 0.08       | 1,017,652.96 |

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

OMB Control No. 1505-0080

|  |                                    |   |   |
|--|------------------------------------|---|---|
| 1. RACT ID CODE  |                                    | PAGE 1 OF 2 PAGES   |   |
| 2. AMENDMENT/MODIFICATION NO.<br>0011  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>S-9-S3-3B-X8-A00 003    | 5. PROJECT NO. (If applicable)                              |
| 6. ISSUED BY<br>DEPARTMENT OF TREASURY (DY)<br>I.R.S., PROCUREMENT OS:A:P:B:W<br>1301 CLAY STREET SUITE 810S<br>OAKLAND, CA 94612-5272<br><br>Jim Gensler 510-637-2113                                 |                                    | 7. ADMINISTERED BY (If other than Item 6)<br><br>See Item 6 | CODE  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br><br>PACER SERVICE CENTER 00022390<br>7550 IH 10 W, STE 600<br>SAN ANTONIO, TX 782295813<br><br>TED WILLMAN 800-676-6856 |                                    | (x)   | 9A. AMENDMENT OF SOLICITATION NO.                           |
| CODE   |                                    |   | 9B. DATED (SEE ITEM 11)                                     |
| FACILITY CODE  |                                    | X   | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRWR-07-M-00001 |
|  |                                    |   | 10B. DATED (SEE ITEM 13)<br>10/23/2006                      |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

09090913D S700555 7D-R423B K0650 Net Increase: \$533,330.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X   | D. OTHER Specify type of modification and authority)<br>FAR 17; Public Law 111-8 - Funding Action.  |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

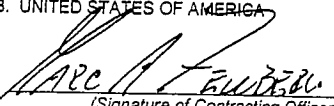
## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

## MODIFICATION #0011:

Public Law 111-8, the Omnibus Appropriations Act has been signed by the President and an allotment is available to fully fund the estimated usage for PACER Services for FY-09 (10/1/08 - 09/30/09).

As a result, Period 3, FY-09 CLIN 0003A is increased from \$416,670 by \$ 533,330.00 to \$950,000.00 bringing the total obligation of this Interagency Agreement (all years) to \$2,884,690.72.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |                  |   |                  |
|---|------------------|---|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  |                  |
|   |                  | MARC A FEINBERG 510-637-2152 / CONTRACTING OFFICER  |                  |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA   | 16C. DATE SIGNED |
| (Signature of person authorized to sign)      |                  | BY <br>(Signature of Contracting Officer) | 22 APR 09        |

## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

| Line Item<br>No.  | Description of Supplies/Services  | Qty               | U/I | Unit Price | Total      |
|---|---|-------------------|-----|------------|------------|
| With the passage and signing of Public Law 111-8, the US Government is no longer operating under a Continuing Resolution. As a result, full funding is provided for this requirement. CLIN 0003 reflects the unfunded portion for FY-09 (\$0.00) and CLIN 0003A reflects the not to exceed, estimated IRS usage of PACER for FY-09. |   |                   |     |            |            |
| 0003  | FY-09 Estimated, Not-To-Exceed<br>Usage charges for On-Line Access<br>to U.S. Courts "Public Access to<br>Electronic Records (PACER) per<br>existing Interagency Agreement<br>TIRWR07M00001.<br>Period of Performance 10/01/2008 -<br>09/30/2009. | NTE<br>0.00       | EA  | 0.08       | .00        |
| SEE CLIN 0003A below.   |   |                   |     |            |            |
| CLIN 0003A MODIFICATION 0011 Fully funds estimated usage for FY-09.   |   |                   |     |            |            |
| 0003A   | FY-09 PACER ON-LINE SERVICES<br>FOR THE PERIOD 10/01/2008 -<br>09/30/2009.  | NTE<br>11,875,000 | EA  | 0.08       | 950,000.00 |

## ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

7

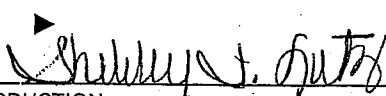
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

|  |                |  |  |   |   |
|--|----------------|--|--|---|---|
| 1. DATE OF ORDER<br>01/26/2009   |                | 2. CONTRACT NO. (If any)<br>TIRNO-08-D-00034         |  | 6. SHIP TO:<br>a. NAME OF CONSIGNEE<br>00000000   |   |
| 3. ORDER NO.<br>0001   |                | 4. REQUISITION/REFERENCE NO.<br>M-9-M0-25-SP-A07 000 |  | b. STREET ADDRESS   |   |
| 5. ISSUING OFFICE (Address correspondence to)<br>Internal Revenue Service<br>6009 Oxon Hill Road, Suite 500<br>Oxon Hill, MD 20745   |                |  |  | c. CITY<br>SEE ATTACHED   | d. STATE<br>AL  |
|  |                |  |  | e. ZIP CODE<br>00000  |   |
| 7. TO:<br>a. NAME OF CONTRACTOR  |                |  |  | f. SHIP VIA   |   |
| b. COMPANY NAME 00046776<br>REED ELSEVIER, INC   |                |  |  | 8. TYPE OF ORDER  |   |
| c. STREET ADDRESS<br>9393 SPRINGBORO PIKE  |                |  |  | <input type="checkbox"/> a. PURCHASE<br>REFERENCE YOUR:<br>Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.   |   |
| d. CITY<br>MIAMISBURG  | e. STATE<br>OH | f. ZIP CODE<br>453424424                             |  | <input checked="" type="checkbox"/> b. DELIVERY -- Except<br>for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. |   |
| 9. ACCOUNTING AND APPROPRIATION DATA<br>09090919D M025001 4R R612 K0640  |                |  |  | 10. REQUISITIONING OFFICE   |   |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))  |                |  |  | 12. F.O.B. POINT<br>Destination   |   |
| <input type="checkbox"/> a. SMALL<br><input type="checkbox"/> d. WOMEN-OWNED<br><input checked="" type="checkbox"/> b. OTHER THAN SMALL<br><input type="checkbox"/> e. HUBZone<br><input type="checkbox"/> c. DISADVANTAGED<br><input type="checkbox"/> f. EMERGING SMALL BUSINESS<br><input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED |                |  |  |   |   |
| 13. PLACE OF<br>a. INSPECTION  |                | b. ACCEPTANCE  |  | 14. GOVERNMENT B/L NO.  | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)<br>01/08/2009 |
|  |                |  |  | 16. DISCOUNT TERMS<br>Terms: 0%<br>Days: 0  |   |

## 17. SCHEDULE (See reverse for Rejections)

| ITEM NO.<br>(a)                     | SUPPLIES OR SERVICES<br>(b)  | QUANTITY ORDERED<br>(c)   | UNIT<br>(d)     | UNIT PRICE<br>(e)    | AMOUNT<br>(f) | QUANTITY ACCEPTED<br>(g)      |
|-------------------------------------|--|---------------------------|-----------------|----------------------|---------------|-------------------------------|
| 0204                                | The Period of performance for this order is from February 1, 2009 through December 31, 2009. This Delivery Order provides four months worth of funding for Tax Research Services. This funding will last until March 6, 2009. Additional funding will be provided once the funding becomes | 4.00                      | MO              | 131,812.00           | 527,248.00    |                               |
| 0211                                | Funding will be provided for this CLIN once funding is available.  | 0.00                      | EA              | 0.00                 | 0.00          |                               |
|                                     |  | 0.00                      | EA              | 0.00                 | 0.00          |                               |
| SEE BILLING INSTRUCTIONS ON REVERSE | 18. SHIPPING POINT   | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. |                      | 0.00          | 17(h) TOT.<br>◀ (Cont. pages) |
|                                     | 21. MAIL INVOICE TO:   |                           |                 |                      |               |                               |
|                                     | a. NAME<br>IRS Beckley Finance Center  |                           |                 |                      | 527,248.00    | 17(i) GRAND TOTAL             |
|                                     | b. STREET ADDRESS (or P.O. Box)<br>P.O. Box 9002 Tel: (304) 254-3300   |                           |                 |                      |               |                               |
|                                     | c. CITY<br>Beckley   |                           | d. STATE<br>WV  | e. ZIP CODE<br>25802 |               |                               |

22. UNITED STATES OF AMERICA BY (Signature)



23. NAME (Typed)

Sherry F. Lutz

TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable

Computer Generated

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)

## **1.2 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](mailto: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://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.

## **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

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

|  |  |                                    |  |  |  |  |  |
|--|--|------------------------------------|--|--|--|--|--|
| 2. AMENDMENT/MODIFICATION NO.<br>0001  |  | 3. EFFECTIVE DATE<br>See Block 16C |  | 4. REQUISITION/PURCHASE REQ. NO.<br>M-8-M0-25-SP-A00 003 |  | 5. PROJECT NO. (If applicable)                                   |  |
| 6. ISSUED BY<br>Internal Revenue Service<br>6009 Oxon Hill Road, Suite 500<br>Oxon Hill, MD 20745<br>Sherry F. Lutz 202-283-4267   |  | CODE IRS0088                       |  | 7. ADMINISTERED BY (If other than Item 6)<br>See Item 6  |  | CODE   |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br>REED ELSEVIER, INC 00046776<br>9393 SPRINGBORO PIKE<br>MIAMISBURG, OH 453424424<br>LEXISNEXIS |  |                                    |  | (x)  |  | 9A. AMENDMENT OF SOLICITATION NO.                                |  |
|  |  |                                    |  |  |  | 9B. DATED (SEE ITEM 11)  |  |
|  |  |                                    |  | X  |  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRNO-08-D-00034 0001 |  |
|  |  |                                    |  |  |  | 10B. DATED (SEE ITEM 13)<br>02/24/2009                           |  |
| CODE   |  | FACILITY CODE                      |  |  |  |  |  |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

None Net Increase: \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X   | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: By Mutual Agreement of the Parties   |
|     | D. OTHER Specify type of modification and authority)  |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

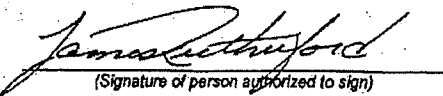
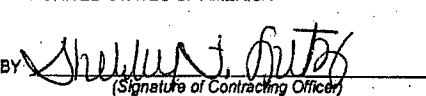
The purpose of this supplemental agreement is to request additional electronic research services for Contract No. TIRNO-08-D-00034.

Accordingly:

1) The contractor is requested to provide a pricing proposal for the aforementioned contract based upon the contents of the attached document.

(CONTINUED)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|  |                               |  |                               |
|--|-------------------------------|--|-------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>James Rutherford, Manager - Federal Contracts   |                               | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>SHERRY F LUTZ 202-283-4287 / CONTRACT SPECIALIST   |                               |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br>4/24/2009 | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>4/24/2009 |

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

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<br>ONLINE<br>NAME | FILE<br>ONLINE<br>NAME | File Description   |
|---------------------------|------------------------|--|
| MATBEN                    | CCONP                  | Collier Consumer Practice Plus Mega                                  |
| MATBEN                    | COBKFM                 | Collier Consumer Bankruptcy Forms                                    |
| MATBEN                    | COLBCU                 | Collier Bankr. Case Update   |
| MATBEN                    | COLBKR                 | Collier on Bankruptcy, 15th Edition 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 & Financial Planning for the Elderly                     |
| MATBEN                    | EXECMP                 | Taxation of Executive Compensation                                   |
| MATBEN                    | FATAXM                 | Farm Income Tax Manual   |
| MATBEN                    | FBUWTG                 | Foreign Tax & Trade Briefs - International Withheld Tax Treaty 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 Real Estate                                  |
| MATBEN                    | GUIDE                  | Guide to LexisNexis services   |
| MATBEN                    | I00219                 | Collier on Bankr., 15th Edition Revised - Index                      |
| MATBEN                    | I00406                 | Modern Estate Plan. Index  |
| MATBEN                    | INTESP                 | International Estate Planning  |
| 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-Exemption Organizations                                 |
| MATBEN                    | TAXATG                 | Tax Accounting   |
| MATBEN                    | TAXELD                 | Tax, Estate & Financial Planning for the Elderly                     |
| MATBEN                    | TAXFRD                 | Tax Fraud: Audits, Investigations, Prosecutions                      |
| MATBEN                    | TAXHAV                 | Tax Havens of the World  |
| MATBEN                    | TAXMIN                 | Tax Planning for the Alternative Minimum Tax                         |
| MATBEN                    | TAXPLN                 | Tax Planning for Corporations and Shareholders                       |
| MATBEN                    | TAXPPP                 | Tax Planning for Partners, Partnerships, & LLCs                      |
| MATBEN                    | TAXSEC                 | Taxation of Securities Transactions                                  |
| MATBEN                    | TAXTME                 | How to Save Time and Taxes Handling Estates                          |
| MATBEN                    | TMPSCO                 | Tax Planning for S Corporations                                      |
| MATBEN                    | TPCOSH                 | Tax Planning for Corporations and Shareholders-Forms                 |
| MATBEN                    | TTPFIT                 | How to Save Time & Taxes Preparing Fiduciary Income Tax Returns      |
| MATBEN                    | UMLCEP                 | University of Miami Law Center on Estate Planning                    |
| PLI                       | ITET                   | Income Taxation of Estates and Trusts                                |

| LIBRARY<br>ONLINE<br>NAME | FILE<br>ONLINE<br>NAME | File Description   |
|---------------------------|------------------------|--|
| MATBEN                    | COLTAX                 | Collier Bankruptcy Taxation  |
| MATBEN                    | CONRET                 | Federal Income Taxation of Corporations Filing Consolidated Returns  |
| MATBEN                    | EXECMP                 | Taxation of Executive Compensation                                   |
| MATBEN                    | FBUWTG                 | Foreign Tax & Trade Briefs - International Withheld Tax Treaty 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 Real Estate                                  |
| MATBEN                    | INTTXT                 | Rhoades & Langer U.S. International Taxation & Tax Treaties          |
| MATBEN                    | PTAXEO                 | Planning Tax-Exemption Organizations                                 |
| MATBEN                    | TAXATG                 | Tax Accounting   |
| MATBEN                    | TAXFRD                 | Tax Fraud: Audits, Investigations, Prosecutions                      |
| MATBEN                    | TAXHAV                 | Tax Havens of the World  |
| MATBEN                    | TAXMIN                 | Tax Planning for the Alternative Minimum Tax                         |
| MATBEN                    | TAXPLN                 | Tax Planning for Corporations and Shareholders                       |
| MATBEN                    | TAXPPP                 | Tax Planning for Partners, Partnerships, & LLCs                      |
| MATBEN                    | TAXSEC                 | Taxation of Securities Transactions                                  |
| MATBEN                    | TMPSCO                 | Tax Planning for S Corporations                                      |
| MATBEN                    | TPCOSH                 | Tax Planning for Corporations and Shareholders-Forms                 |

|  |                                    |   |  |
|--|------------------------------------|---|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |                                    | 1. CONTRACT ID CODE   | PAGE 1 OF 4 PAGES  |
| 2. AMENDMENT/MODIFICATION NO.<br>0002  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>M-9-MO-25-SP-A09 000    | 5. PROJECT NO. (if applicable)                                   |
| 6. ISSUED BY<br>Internal Revenue Service<br>8009 Oxon Hill Road, Suite 500<br>Oxon Hill, MD 20745<br><br>Sherry F. Lutz 202-283-4267   |                                    | 7. ADMINISTERED BY (if other than Item 6)<br><br>See Item 6 | CODE   |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br><br>REED ELSEVIER, INC 00045776<br>9393 SPRINGBORO PIKE<br>MIAMISBURG, OH 453424424<br><br>LEXISNEXIS |                                    | (x)   | 9A. AMENDMENT OF SOLICITATION NO.                                |
|  |                                    |   | 9B. DATED (SEE ITEM 11)  |
|  |                                    | X   | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TIRNO-08-D-00034 0001 |
|  |                                    |   | 10B. DATED (SEE ITEM 13)<br>02/24/2009                           |
| CODE   | FACILITY CODE                      |   |  |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

09060819D M025001 4R R612 K0640 Net Increase: \$146,666.64

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

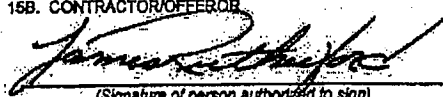
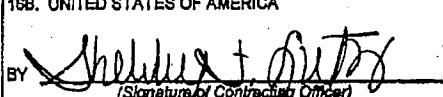
|     |   |
|-----|---|
| (y) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X   | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: By Mutual Agreement of the Parties   |
|     | D. OTHER Specify type of modification and authority)  |

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See SF30 Continuation Sheet

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|  |                               |  |                               |
|--|-------------------------------|--|-------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>James Rutherford, Manager - Federal Contracts   |                               | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>SHERRY F LUTZ 202-283-4267 / CONTRACT SPECIALIST   |                               |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br>5/11/2009 | 15B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>5/11/2009 |

**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.



## Section B

## SUPPLIES OR SERVICES AND PRICES/COSTS

| Line Item No. | Description of Supplies/Services  | Qty  | U/I | Unit Price | Total      |
|---------------|---|------|-----|------------|------------|
| 0005          | addition of Matthew Bender titles<br>(MTX04. To begin May 1, 2009.<br>Contract Specialist is Sherry Lutz.<br>202-283-4267<br>TITLES INCLUDED:<br>Collier Consumer Practice Plus<br>Mega<br>Collier Consumer Bankruptcy Forms<br>Collier Bankr. Case Update<br>Collier on Bankruptcy, 15th Edition<br>Revised<br>Collier Bankruptcy Exemptions<br>Collier Forms Manual<br>Collier Bankruptcy Taxation<br>Federal Income Taxation<br>of Corporations Filing Consolidated<br>Returns<br>Tax, Estate & Financial Planning for<br>the Elderly<br>Taxation of Executive Compensation<br>Farm Income Tax Manual<br>Foreign Tax & Trade Briefs -<br>International Withheld Tax Treaty<br>Guide<br>Federal Income Taxation<br>of Inventories<br>Fed Tax Practice & Proc<br>Foreign Tax & Trade Briefs<br>Federal Tax Guide Book<br>Federal Taxes Affecting Real Estate<br>Guide to LexisNexis services<br>Collier on Bankr., 15th Edition<br>Revised - Index<br>Modern Estate Plan. Index<br>International Estate Planning<br>Rhoades & Langer U.S. International<br>Taxation & Tax Treaties<br>Planning for Large Estates<br>Long-Term Care Advocacy<br>Living Trusts: Forms & Practice<br>Modern Estate Planning<br>Murphy's Will Clauses: Annotation &<br>Forms with Tax Effects<br>Planning Tax-<br>Exemption Organizations<br>Tax Accounting<br>Tax, Estate & Financial Planning for<br>the Elderly<br>Tax Fraud: Audits, Investigations,<br>Prosecutions<br>Tax Havens of the World<br>Tax Planning for the Alternative<br>Minimum Tax | 8.00 | MO  | 18,333.33  | 146,666.64 |

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 Center on  
Estate Planning  
Income Taxation of Estates and  
Trusts

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

|   |   |  |  |   |                |
|---|---|--|--|---|----------------|
| 1. REQUISITION NUMBER<br>M-8-M0-25-SP-A00 001   |   |  |  | PAGE 1 OF 38  |                |
| 2. CONTRACT NO.<br>TIRNO-08-D-00034   |   | 3. AWARD/EFFECTIVE DATE<br>02/01/2009  |  | 4. ORDER NUMBER   |                |
| 5. SOLICITATION NUMBER<br>TIRNO-08-R-00004  |   | 6. SOLICITATION ISSUE DATE<br>N/A  |  |   |                |
| 7. FOR SOLICITATION INFORMATION CALL:   |   | a. NAME<br>Nicholas Olson  |  | b. TELEPHONE NUMBER (No collect calls)<br>202-283-1303  |                |
| 8. OFFER DUE DATE/LOCAL TIME<br>N/A   |   |  |  |   |                |
| 9. ISSUED BY<br>Internal Revenue Service<br>6009 Oxon Hill Road, Suite 500<br>Oxon Hill, MD 20745   |   | CODE<br>IRS0088  |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR<br><br>NAICS:<br><br>SIZE STANDARD:  |                |
|   |   |  |  | <input type="checkbox"/> SET ASIDE:      % FOR<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) |                |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE  |   | 12. DISCOUNT TERMS   |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR700)<br><input type="checkbox"/>  |                |
|   |   |  |  | 13b. RATING   |                |
|   |   |  |  | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP  |                |
| 15. DELIVER TO<br>IRS/NDC Warehouse<br>2042 East Empire Street<br>Bloomington, IL 61799   |   | CODE<br>61799015   |  | 16. ADMINISTERED BY<br>Internal Revenue Service<br>6009 Oxon Hill Road, Suite 500<br>Oxon Hill, MD 20745  |                |
|   |   |  |  | CODE<br>IRS0088   |                |
| 17a. CONTRACTOR/OFFEROR<br>REED ELSEVIER, INC<br>9393 SPRINGBORO PIKE<br>MIAMISBURG, OH 453424424   |   | CODE<br>00046776      FACILITY CODE  |  | 18a. PAYMENT WILL BE MADE BY<br>IRS Beckley Finance Center<br>P.O. Box 9002<br>Tel: (304) 254-3300<br>Beckley, WV 25802   |                |
|   |   |  |  | CODE<br>INVB030   |                |
| TELEPHONE NO.      LEXISNEXIS   |   |  |  |   |                |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  |   | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED.<br><input type="checkbox"/> SEE ADDENDUM |  |   |                |
| 19. ITEM NO.  | 20. SCHEDULE OF SUPPLIES/SERVICES   |  | 21. QUANTITY   | 22. UNIT  | 23. UNIT PRICE |
| 0200  | This contract is for Tax Research Service in Accordance with Section I, Statement of Work.<br><br>This is an indefinite delivery, indefinite quantity contract.<br><br>Base Period - Tax Research Service.<br><br>The period of performance shall be from February 1, 2009 through December 31, 2009.<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) |  | 1.00   | YR  | \$0.00         |
|   |   |  |  |   | \$0.00         |
| 25. ACCOUNTING AND APPROPRIATION DATA<br>None   |   |  |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br>\$ 0.00  |                |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA<br><input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA                |   |  |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.<br><input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.   |                |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |   |  |  | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:  |                |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |   |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) |   |                |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)   |   | 30c. DATE SIGNED   |  | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)<br>BARBARA E. CZERW 202-283-1103   |                |
|   |   |  |  | 31c. DATE SIGNED  |                |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES                       | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE (US\$) | 24.<br>AMOUNT (US\$) |
|-----------------|--|-----------------|-------------|--------------------------|----------------------|
|                 | (CONTINUE)   |                 |             |                          |                      |
| 0201            | Base Period - Tax Research Service - up to 10000 Users.    | 0.00            | JB          | \$1,424,300.00           | \$0.00               |
| 0202            | Base Period - Tax Research Service - up to 15000 Users.    | 0.00            | JB          | \$1,581,750.00           | \$0.00               |
| 0203            | Base Period - Tax Research Service - up to 20000 Users.    | 0.00            | JB          | \$1,675,800.00           | \$0.00               |
| 0204            | Base Period - Tax Research Service - up to 25000 Users.    | 0.00            | JB          | \$1,798,500.00           | \$0.00               |
| 0205            | Base Period - Tax Research Service - up to 30000 Users.    | 0.00            | JB          | \$1,919,400.00           | \$0.00               |
| 0206            | Base Period - Tax Research Service - up to 35000 Users.    | 0.00            | JB          | \$2,040,500.00           | \$0.00               |
| 0207            | Base Period - Tax Research Service - Unlimited Access.     | 0.00            | JB          | \$2,040,500.00           | \$0.00               |
| 0208            | Base Period - Tax Research Service - Each user over 10000. | 0.00            | EA          | \$142.43                 | \$0.00               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED

☐ INSPECTED

☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

☐ 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES  | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE (US\$) | 24.<br>AMOUNT (US\$) |
|-----------------|---|-----------------|-------------|--------------------------|----------------------|
|                 | (CONTINUE)  |                 |             |                          |                      |
| 0209            | Base Period - Tax Research Service - Each user over 15000.  | 0.00            | EA          | \$105.45                 | \$0.00               |
| 0210            | Base Period - Tax Research Service - Each user over 20000.  | 0.00            | EA          | \$83.79                  | \$0.00               |
| 0211            | Base Period - Tax Research Service - Each user over 25000.  | 0.00            | EA          | \$71.94                  | \$0.00               |
| 0212            | Base Period - Tax Research Service - Each user over 30000.  | 0.00            | EA          | \$63.98                  | \$0.00               |
| 0213            | Base Period - Tax Research Service - Each user over 35000.  | 0.00            | EA          | \$58.30                  | \$0.00               |
| 0214            | Submission of Individual Subcontracting Report and the Summary Subcontracting Report via the Electronic Subcontracting Reporting System (eSRS). | 1.00            | EA          | \$0.00                   | \$0.00               |
| 1200            | First Option Period - Tax Research Service.<br><br>The period of performance shall be from January 1, 2010 through December 31, 2010.           | 1.00            | YR          | \$0.00                   | \$0.00               |
| 1201            | First Option Period - Tax Research Service - up to 10000 Users.   | 0.00            | JB          | \$1,475,300.00           | \$0.00               |
| 1202            | First Option Period - Tax Research Service - up to 15000 Users.   | 0.00            | JB          | \$1,634,100.00           | \$0.00               |
| 1203            | First Option Period - Tax Research Service - up to 20000 Users.   | 0.00            | JB          | \$1,729,400.00           | \$0.00               |
| 1204            | First Option Period - Tax Research Service - up to 25000 Users.   | 0.00            | JB          | \$1,853,250.00           | \$0.00               |
| 1205            | First Option Period - Tax Research Service - up to 30000 Users.   | 0.00            | JB          | \$1,975,800.00           | \$0.00               |
| 1206            | First Option Period - Tax Research Service - up to 35000 Users.   | 0.00            | JB          | \$2,098,250.00           | \$0.00               |
| 1207            | First Option Period - Tax Research Service - Unlimited Access.  | 0.00            | JB          | \$2,098,250.00           | \$0.00               |

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|                 | (CONTINUE)   |                 |             |                          |                      |
| 1208            | First Option Period - Tax Research Service -<br>Each user over 10000.  | 0.00            | EA          | \$147.53                 | \$0.00               |
| 1209            | First Option Period - Tax Research Service -<br>Each user over 15000.  | 0.00            | EA          | \$108.94                 | \$0.00               |
| 1210            | First Option Period - Tax Research Service -<br>Each user over 20000.  | 0.00            | EA          | \$86.47                  | \$0.00               |
| 1211            | First Option Period - Tax Research Service -<br>Each user over 25000.  | 0.00            | EA          | \$74.13                  | \$0.00               |
| 1212            | First Option Period - Tax Research Service -<br>Each user over 30000.  | 0.00            | EA          | \$65.86                  | \$0.00               |
| 1213            | First Option Period - Tax Research Service -<br>Each user over 35000.  | 0.00            | EA          | \$59.95                  | \$0.00               |
| 1214            | Submission of Individual Subcontracting<br>Report and the Summary Subcontracting Report<br>via the Electronic Subcontracting Reporting<br>System (eSRS). | 1.00            | EA          | \$0.00                   | \$0.00               |
| 2200            | Second Option Period - Tax Research Service.<br><br>The period of performance shall be from<br>January 1, 2011 through December 31, 2011.                | 1.00            | YR          | \$0.00                   | \$0.00               |
| 2201            | Second Option Period - Tax Research Service<br>- up to 10000 Users.  | 0.00            | JB          | \$1,541,000.00           | \$0.00               |
| 2202            | Second Option Period - Tax Research Service<br>- up to 15000 Users.  | 0.00            | JB          | \$1,705,050.00           | \$0.00               |
| 2203            | Second Option Period - Tax Research Service<br>- up to 20000 Users.  | 0.00            | JB          | \$1,803,800.00           | \$0.00               |
| 2204            | Second Option Period - Tax Research Service<br>- up to 25000 Users.  | 0.00            | JB          | \$1,932,000.00           | \$0.00               |
| 2205            | Second Option Period - Tax Research Service<br>- up to 30000 Users.  | 0.00            | JB          | \$2,058,600.00           | \$0.00               |

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| 2206            | (CONTINUE)<br>Second Option Period - Tax Research Service<br>- up to 35000 Users.  | 0.00            | JB          | \$2,185,400.00           | \$0.00               |
| 2207            | Second Option Period - Tax Research Service<br>- Unlimited Access.   | 0.00            | JB          | \$2,185,400.00           | \$0.00               |
| 2208            | Second Option Period - Tax Research Service<br>- Each user over 10000.   | 0.00            | EA          | \$154.10                 | \$0.00               |
| 2209            | Second Option Period - Tax Research Service<br>- Each user over 15000.   | 0.00            | EA          | \$113.67                 | \$0.00               |
| 2210            | Second Option Period - Tax Research Service<br>- Each user over 20000.   | 0.00            | EA          | \$90.19                  | \$0.00               |
| 2211            | Second Option Period - Tax Research Service<br>- Each user over 25000.   | 0.00            | EA          | \$77.28                  | \$0.00               |
| 2212            | Second Option Period - Tax Research Service<br>- Each user over 30000.   | 0.00            | EA          | \$68.62                  | \$0.00               |
| 2213            | Second Option Period - Tax Research Service<br>- Each user over 35000.   | 0.00            | EA          | \$62.44                  | \$0.00               |
| 2214            | Submission of Individual Subcontracting<br>Report and the Summary Subcontracting Report<br>via the Electronic Subcontracting Reporting<br>System (eSRS). | 1.00            | EA          | \$0.00                   | \$0.00               |
| 3200            | Third Option Period - Tax Research Service.<br><br>The period of performance shall be from<br>January 1, 2012 through December 31, 2012.                 | 1.00            | YR          | \$0.00                   | \$0.00               |
| 3201            | Third Option Period - Tax Research Service -<br>up to 10000 Users.   | 0.00            | JB          | \$1,609,700.00           | \$0.00               |
| 3202            | Third Option Period - Tax Research Service -<br>up to 15000 Users.   | 0.00            | JB          | \$1,779,300.00           | \$0.00               |
| 3203            | Third Option Period - Tax Research Service -<br>up to 20000 Users.   | 0.00            | JB          | \$1,881,600.00           | \$0.00               |
| 3204            | Third Option Period - Tax Research Service -<br>up to 25000 Users.   | 0.00            | JB          | \$2,014,250.00           | \$0.00               |

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| 3205            | Third Option Period - Tax Research Service -<br>up to 30000 Users.   | 0.00            | JB          | \$2,145,300.00           | \$0.00               |
| 3206            | Third Option Period - Tax Research Service -<br>up to 35000 Users.   | 0.00            | JB          | \$2,276,400.00           | \$0.00               |
| 3207            | Third Option Period - Tax Research Service -<br>Unlimited Access.  | 0.00            | JB          | \$2,276,400.00           | \$0.00               |
| 3208            | Third Option Period - Tax Research Service -<br>Each user over 10000.  | 0.00            | EA          | \$160.97                 | \$0.00               |
| 3209            | Third Option Period - Tax Research Service -<br>Each user over 15000.  | 0.00            | EA          | \$118.62                 | \$0.00               |
| 3210            | Third Option Period - Tax Research Service -<br>Each user over 20000.  | 0.00            | EA          | \$94.08                  | \$0.00               |
| 3211            | Third Option Period - Tax Research Service -<br>Each user over 25000.  | 0.00            | EA          | \$80.57                  | \$0.00               |
| 3212            | Third Option Period - Tax Research Service -<br>Each user over 30000.  | 0.00            | EA          | \$71.51                  | \$0.00               |
| 3213            | Third Option Period - Tax Research Service -<br>Each user over 35000.  | 0.00            | EA          | \$65.04                  | \$0.00               |
| 3214            | Submission of Individual Subcontracting<br>Report and the Summary Subcontracting Report<br>via the Electronic Subcontracting Reporting<br>System (eSRS). | 1.00            | EA          | \$0.00                   | \$0.00               |
| 4200            | Fourth Option Period - Tax Research Service.<br><br>The period of performance shall be from<br>January 1, 2013 through December 31, 2013.                | 1.00            | YR          | \$0.00                   | \$0.00               |
| 4201            | Fourth Option Period - Tax Research Service<br>- up to 10000 Users.  | 0.00            | JB          | \$1,681,600.00           | \$0.00               |
| 4202            | Fourth Option Period - Tax Research Service<br>- up to 15000 Users.  | 0.00            | JB          | \$1,856,850.00           | \$0.00               |



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|                 | (CONTINUE)   |                 |             |                          |                      |
| 4203            | Fourth Option Period - Tax Research Service<br>- up to 20000 Users.  | 0.00            | JB          | \$1,962,800.00           | \$0.00               |
| 4204            | Fourth Option Period - Tax Research Service<br>- up to 25000 Users.  | 0.00            | JB          | \$2,100,000.00           | \$0.00               |
| 4205            | Fourth Option Period - Tax Research Service<br>- up to 30000 Users.  | 0.00            | JB          | \$2,235,600.00           | \$0.00               |
| 4206            | Fourth Option Period - Tax Research Service<br>- up to 35000 Users.  | 0.00            | JB          | \$2,371,250.00           | \$0.00               |
| 4207            | Fourth Option Period - Tax Research Service<br>- Unlimited Access.   | 0.00            | JB          | \$2,371,250.00           | \$0.00               |
| 4208            | Fourth Option Period - Tax Research Service<br>- Each user over 10000.   | 0.00            | EA          | \$168.16                 | \$0.00               |
| 4209            | Fourth Option Period - Tax Research Service<br>- Each user over 15000.   | 0.00            | EA          | \$123.79                 | \$0.00               |
| 4210            | Fourth Option Period - Tax Research Service<br>- Each user over 20000.   | 0.00            | EA          | \$98.14                  | \$0.00               |
| 4211            | Fourth Option Period - Tax Research Service<br>- Each user over 25000.   | 0.00            | EA          | 84.00                    | 0.00                 |
| 4212            | Fourth Option Period - Tax Research Service<br>- Each user over 30000.   | 0.00            | EA          | \$74.52                  | \$0.00               |
| 4213            | Fourth Option Period - Tax Research Service<br>- Each user over 35000.   | 0.00            | EA          | \$67.75                  | \$0.00               |
| 4214            | Submission of Individual Subcontracting<br>Report and the Summary Subcontracting Report<br>via the Electronic Subcontracting Reporting<br>System (eSRS). | 1.00            | EA          | \$0.00                   | \$0.00               |

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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 assistants 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 all 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 pursuant 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

5.5.1.2 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.

5.5.1.3 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.
- 6.2.1.2 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.

6.3.2.3 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.

6.3.2.4 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

6.4.2.2 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.

6.4.2.4 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.
- 6.6.1.2 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.
- 6.6.2.2 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.
- (l) 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:

(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 indicated 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)).

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))

X (16) 52.222-3, 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- Designated 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.

\_\_\_ (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.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.

(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.

- (3) 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,
- (2) 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 \$40,000,000.00; (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 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.

**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";
  - (3) 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 DISCLOSURE 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 inspection(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. RESPONSIBILITIES**

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.

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

## 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.

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

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|   |               |  |                          |  |                |
|---|---------------|--|--------------------------|--|----------------|
| 1. DATE OF ORDER<br>01/30/2009  |               | 2. CONTRACT NO. (If any)<br>TIRNO-08-D-00033 |                          | 6. SHIP TO:  |                |
| 3. ORDER NO.<br>0001  |               | 4. REQUISITION/REFERENCE NO.<br>See Schedule |                          | a. NAME OF CONSIGNEE<br>00000000   |                |
| 5. ISSUING OFFICE (Address correspondence to)<br>Internal Revenue Service<br>6009 Oxon Hill Road, Suite 500<br>Oxon Hill, MD 20745  |               |  |                          | b. STREET ADDRESS  |                |
| 7. TO:  |               |  |                          | c. CITY<br>SEE ATTACHED  | d. STATE<br>AL |
|   |               |  |                          | e. ZIP CODE<br>00000   |                |
| a. NAME OF CONTRACTOR<br>ATTN: CCH INCORPORATED   |               |  |                          | f. SHIP VIA  |                |
| b. COMPANY NAME 00036275<br>CCH INCORPORATED  |               |  |                          | 8. TYPE OF ORDER   |                |
| c. STREET ADDRESS<br>2700 LAKE COOK RD  |               |  |                          | <input type="checkbox"/> a. PURCHASE<br>REFERENCE YOUR:<br>Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.  |                |
| d. CITY<br>RIVERWOODS   |               | e. STATE<br>IL                               | f. ZIP CODE<br>600153867 | <input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. |                |
| 9. ACCOUNTING AND APPROPRIATION DATA<br>09090919D M025001 4R R612 K0640   |               |  |                          | 10. REQUISITIONING OFFICE  |                |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))<br><input checked="" type="checkbox"/> a. SMALL<br><input type="checkbox"/> b. OTHER THAN SMALL<br><input type="checkbox"/> c. DISADVANTAGED<br><input type="checkbox"/> d. WOMEN-OWNED<br><input type="checkbox"/> e. HUBZone<br><input type="checkbox"/> f. EMERGING SMALL BUSINESS<br><input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED |               |  |                          | 12. F.O.B. POINT<br>Destination  |                |
| 13. PLACE OF  |               | 14. GOVERNMENT B/L NO.                       |                          | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)<br>12/31/2009  |                |
| a. INSPECTION   | b. ACCEPTANCE |  |                          | 16. DISCOUNT TERMS<br>Terms: 0%<br>Days: 0   |                |

**17. SCHEDULE (See reverse for Rejections)**

| ITEM NO.<br>(a)                                 | SUPPLIES OR SERVICES<br>(b)  | QUANTITY<br>ORDERED<br>(c) | UNIT<br>(d)     | UNIT<br>PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY<br>ACCEPTED<br>(g)   |
|---|--|----------------------------|-----------------|----------------------|---------------|-------------------------------|
| 0001  | CLIN 0111 AND CLIN 0116<br><br>1. The purpose of this Delivery Order is to provide Electronic Research Services (CD Rom) under Contract No. TIRNO-08-D-0034.<br><br>2. The period of performance for this Delivery Order is from February 1, 2009 through December 31, 2009.<br><br>3. The ceiling of this Delivery Order is established at \$833,250.00.<br><br>4. Funding in the amount of \$1,452,000.00 is obligated to this Delivery Order. This order is fully funded for the Base Period. | 11.00                      | MO              | 132,000.00           | 1,452,000.00  |                               |
| SEE<br>BILLING<br>INSTRUCTIONS<br>ON<br>REVERSE | 18. SHIPPING POINT   | 19. GROSS SHIPPING WEIGHT  | 20. INVOICE NO. |                      | 833,250.00    | 17(h) TOT.<br>◀ (Cont. pages) |
|   | 21. MAIL INVOICE TO:   |                            |                 |                      |               |                               |
|   | a. NAME<br>IRS Beckley Finance Center  |                            |                 |                      | 2,285,250.00  | ◀ 17(i) GRAND TOTAL           |
|   | b. STREET ADDRESS (or P.O. Box)<br>P.O. Box 9002 Tel: (304) 254-3300   |                            |                 |                      |               |                               |
|   | c. CITY<br>Beckley   |                            | d. STATE<br>WV  | e. ZIP CODE<br>25802 |               |                               |

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)

SHERRY F LUTZ 202-283-4267

TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable

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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

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

| DATE OF ORDER                                  |  | CONTRACT NO.               |             | ORDER NO.                    |                       |                             |
|--|--|----------------------------|-------------|------------------------------|-----------------------|-----------------------------|
| 01/30/2009                                     |  | TIRNO-08-D-00033           |             | 0001                         |                       |                             |
| ITEM NO.<br>(A)                                | SUPPLIES OR SERVICES<br>(B)  | QUANTITY<br>ORDERED<br>(C) | UNIT<br>(D) | UNIT<br>PRICE<br>(E)<br>US\$ | AMOUNT<br>(F)<br>US\$ | QUANTITY<br>ACCEPTED<br>(G) |
| 0002   | (Continued)<br>This CLIN represents Counsel portion of CCH<br>CD ROM contract.<br>They will input a separate requisition upon<br>award, for an 11 month contract.  | 0.00                       | EA          | 0.00                         | 0.00                  |                             |
| 0003   | This amendment is input to include the full<br>11 months of funding and also to show<br>corrected monthly amounts and CLIN numbers,<br>as follows:<br>CLIN 0102 11 month period \$1,361,250.00<br>CLIN 0107 11 month period \$ 90,750.00 | 6.00                       | MO          | 138,875.00                   | 833,250.00            |                             |
| TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) |  |                            |             |                              | 833,250.00            |                             |

## 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](mailto: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://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.

## **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



## ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

7

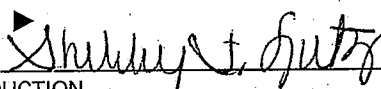
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

|   |                |  |  |   |                      |
|---|----------------|--|--|---|----------------------|
| 1. DATE OF ORDER<br>06/23/2009  |                | 2. CONTRACT NO. (If any)<br>TIRNO-08-D-00033 |  | 6. SHIP TO:<br>a. NAME OF CONSIGNEE<br>Internal Revenue Service   |                      |
| 3. ORDER NO.<br>0002  |                | 4. REQUISITION/REFERENCE NO.<br>See Schedule |  | b. STREET ADDRESS<br>1100 COMMERCE STREET   |                      |
| 5. ISSUING OFFICE (Address correspondence to)<br>Internal Revenue Service<br>6009 Oxon Hill Road, Suite 500<br>Oxon Hill, MD 20745  |                | IRS0088                                      |  | c. CITY<br>DALLAS   | e. ZIP CODE<br>75242 |
| 7. TO:  |                |  |  | f. SHIP VIA   |                      |
| a. NAME OF CONTRACTOR<br>ATTN: CCH INCORPORATED   |                |  |  | 8. TYPE OF ORDER  |                      |
| b. COMPANY NAME 00036275<br>CCH INCORPORATED  |                |  |  | <input type="checkbox"/> a. PURCHASE<br>REFERENCE YOUR:<br>Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.   |                      |
| c. STREET ADDRESS<br>2700 LAKE COOK RD  |                |  |  | <input checked="" type="checkbox"/> b. DELIVERY -- Except<br>for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. |                      |
| d. CITY<br>RIVERWOODS   | e. STATE<br>IL | f. ZIP CODE<br>600153867                     |  |   |                      |
| 9. ACCOUNTING AND APPROPRIATION DATA<br>09090913D S800555 7G 6910 RATR1   |                | 10. REQUISITIONING OFFICE                    |  |   |                      |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))   |                |  |  | 12. F.O.B. POINT<br>Destination   |                      |
| <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED<br><input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS |                |  |  |   |                      |
| 13. PLACE OF  |                | 14. GOVERNMENT B/L NO.                       |  | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)<br>12/31/2009   |                      |
| a. INSPECTION   | b. ACCEPTANCE  |  |  | 16. DISCOUNT TERMS<br>Terms: 0%<br>Days: 0  |                      |

## 17. SCHEDULE (See reverse for Rejections)

| ITEM NO.<br>(a)                                 | SUPPLIES OR SERVICES<br>(b)  |  | QUANTITY<br>ORDERED<br>(c) | UNIT<br>(d)          | UNIT<br>PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY<br>ACCEPTED<br>(g)      |
|---|--|--|----------------------------|----------------------|----------------------|---------------|----------------------------------|
| 0001  | Spring Edition of the CCH DVD. contract #:<br>TIRNO _08 _ D00033.    |  | 800.00                     | EA                   | 23.50                | 18,800.00     |                                  |
| SEE<br>BILLING<br>INSTRUCTIONS<br>ON<br>REVERSE | 18. SHIPPING POINT   |  | 19. GROSS SHIPPING WEIGHT  |                      | 20. INVOICE NO.      |               | 17(h) TOT.<br>◀ (Cont.<br>pages) |
|   | 21. MAIL INVOICE TO:   |  |                            |                      |                      | 0.00          |                                  |
|   | a. NAME<br>IRS Beckley Finance Center                                |  |                            |                      |                      |               |                                  |
|   | b. STREET ADDRESS (or P.O. Box)<br>P.O. Box 9002 Tel: (304) 254-3300 |  |                            |                      |                      | 18,800.00     | ◀ 17(i)<br>GRAND<br>TOTAL        |
|   | c. CITY<br>Beckley   |  | d. STATE<br>WV             | e. ZIP CODE<br>25802 |                      |               |                                  |

22. UNITED STATES OF AMERICA BY (Signature)



23. NAME (Typed)

TITLE: CONTRACTING/ORDERING OFFICER

OPTIONAL FORM 347 (REV. 3/2005)

Prescribed by GSA/FAR 48 CFR 53.213(e)

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable

Computer Generated

## **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.

(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](mailto: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 - \_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.

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

 1. REQUISITION NUMBER  
 M-8-M0-25-SP-A00 000

PAGE 1 OF 35

2. CONTRACT NO.

TIRNO-08-D-00033

3. AWARD/EFFECTIVE DATE

02/01/2009

4. ORDER NUMBER

5. SOLICITATION NUMBER

TIRNO-08-R-00004

6. SOLICITATION ISSUE DATE

N/A

**7. FOR SOLICITATION INFORMATION CALL:**

a. NAME

NICHOLAS OLSON

b. TELEPHONE NUMBER (No collect calls)  
202-283-13038. OFFER DUE DATE/LOCAL TIME  
N/A

9. ISSUED BY

CODE

IRS0088

 Internal Revenue Service  
 6009 Oxon Hill Road, Suite 500  
 Oxon Hill, MD 20745

10. THIS ACQUISITION IS

☒ UNRESTRICTED OR☐ SET ASIDE:

% FOR

☐ SMALL BUSINESS☐ EMERGING SMALL BUSINESS☐ HUBZONE SMALL BUSINESS☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS☐ 8(A)

NAICS:511120

SIZE STANDARD:500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

☐ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

15. DELIVER TO

CODE

61799015

 IRS/NDC Warehouse  
 2042 East Empire Street  
 Bloomington, IL 61799

16. ADMINISTERED BY

CODE

IRS0088

 Internal Revenue Service  
 6009 Oxon Hill Road, Suite 500  
 Oxon Hill, MD 20745

17a. CONTRACTOR/OFFEROR

CODE

00036275

FACILITY CODE

 CCH INCORPORATED  
 2700 LAKE COOK RD  
 RIVERWOODS, IL 600153867

18a. PAYMENT WILL BE MADE BY

CODE

INV030

 IRS Beckley Finance Center  
 P.O. Box 9002  
 Tel: (304) 254-3300  
 Beckley, WV 25802

TELEPHONE NO. CCH INCORPORATED

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED.

☐ SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES   | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|---|--------------|----------|----------------|------------|
| 0100         | This contract is for Portable CD ROM Tax Service in Accordance with Section I, Statement of Work.<br><br>This is an indefinite delivery, indefinite quantity contract.<br><br>Base Period - Portable CD ROM Tax Service.<br><br>The period of performance shall be from February 1, 2009 through December 31, 2009.<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) | 0.00         | YR       | \$0.00         | \$0.00     |

25. ACCOUNTING AND APPROPRIATION DATA

None

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$ 0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

☐ ARE☐ ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA

☐ ARE☒ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

BARBARA E. CZERW 202-283-1197



| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES                                 | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE (US\$) | 24.<br>AMOUNT (US\$) |
|-----------------|--|-----------------|-------------|--------------------------|----------------------|
|                 | (CONTINUE)   |                 |             |                          |                      |
| 0101            | Base Period - Portable CD ROM Tax Service -<br>up to 10000 Users.    | 0.00            | JB          | \$1,040,000.00           | \$0.00               |
| 0102            | Base Period - Portable CD ROM Tax Service -<br>up to 15000 Users.    | 0.00            | JB          | \$1,485,000.00           | \$0.00               |
| 0103            | Base Period - Portable CD ROM Tax Service -<br>up to 20000 Users.    | 0.00            | JB          | \$1,880,000.00           | \$0.00               |
| 0104            | Base Period - Portable CD ROM Tax Service -<br>up to 25000 Users.    | 0.00            | JB          | \$2,225,000.00           | \$0.00               |
| 0106            | Base Period - Portable CD ROM Tax Service -<br>Each user over 10000. | 0.00            | EA          | \$104.00                 | \$0.00               |
| 0107            | Base Period - Portable CD ROM Tax Service -<br>Each user over 15000. | 0.00            | EA          | \$99.00                  | \$0.00               |
| 0108            | Base Period - Portable CD ROM Tax Service -<br>Each user over 20000. | 0.00            | EA          | \$94.00                  | \$0.00               |
| 0109            | Base Period - Portable CD ROM Tax Service -<br>Each user over 25000. | 0.00            | EA          | \$89.00                  | \$0.00               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED      ☐ INSPECTED      ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

☐ 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES  | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE (US\$) | 24.<br>AMOUNT (US\$) |
|-----------------|---|-----------------|-------------|--------------------------|----------------------|
|                 | (CONTINUE)  |                 |             |                          |                      |
| 0110            | Submission of Individual Subcontracting Report and the Summary Subcontracting Report via the Electronic Subcontracting Reporting System (eSRS). | 1.00            | EA          | \$0.00                   | \$0.00               |
| 1100            | First Option Period - Portable CD ROM Tax Service.<br><br>The period of performance shall be from January 1, 2010 through December 31, 2010.    | 0.00            | YR          | \$0.00                   | \$0.00               |
| 1101            | First Option Period - Portable CD ROM Tax Service - up to 10000 Users.  | 0.00            | JB          | \$1,040,000.00           | \$0.00               |
| 1102            | First Option Period - Portable CD ROM Tax Service - up to 15000 Users.  | 0.00            | JB          | \$1,485,000.00           | \$0.00               |
| 1103            | First Option Period - Portable CD ROM Tax Service - up to 20000 Users.  | 0.00            | JB          | \$1,880,000.00           | \$0.00               |
| 1104            | First Option Period - Portable CD ROM Tax Service - up to 25000 Users.  | 0.00            | JB          | \$2,225,000.00           | \$0.00               |
| 1106            | First Option Period - Portable CD ROM Tax Service - Each user over 10000.   | 0.00            | EA          | \$104.00                 | \$0.00               |
| 1107            | First Option Period - Portable CD ROM Tax Service - Each user over 15000.   | 0.00            | EA          | \$99.00                  | \$0.00               |
| 1108            | First Option Period - Portable CD ROM Tax Service - Each user over 20000.   | 0.00            | EA          | \$94.00                  | \$0.00               |
| 1109            | First Option Period - Portable CD ROM Tax Service - Each user over 25000.   | 0.00            | EA          | \$89.00                  | \$0.00               |
| 1110            | Submission of Individual Subcontracting Report and the Summary Subcontracting Report via the Electronic Subcontracting Reporting System (eSRS). | 1.00            | EA          | \$0.00                   | \$0.00               |
| 2100            | Second Option Period - Portable CD ROM Tax Service.<br><br>The period of performance shall be from January 1, 2011 through December 31, 2011.   | 0.00            | YR          | \$0.00                   | \$0.00               |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES  | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE (US\$) | 24.<br>AMOUNT (US\$) |
|-----------------|---|-----------------|-------------|--------------------------|----------------------|
|                 | (CONTINUE)  |                 |             |                          |                      |
| 2101            | Second Option Period - Portable CD ROM Tax Service - up to 10000 Users.   | 0.00            | JB          | \$1,060,000.00           | \$0.00               |
| 2102            | Second Option Period - Portable CD ROM Tax Service - up to 15000 Users.   | 0.00            | JB          | \$1,515,000.00           | \$0.00               |
| 2103            | Second Option Period - Portable CD ROM Tax Service - up to 20000 Users.   | 0.00            | JB          | \$1,920,000.00           | \$0.00               |
| 2104            | Second Option Period - Portable CD ROM Tax Service - up to 25000 Users.   | 0.00            | JB          | \$2,275,000.00           | \$0.00               |
| 2106            | Second Option Period - Portable CD ROM Tax Service - Each user over 10000.  | 0.00            | EA          | \$106.00                 | \$0.00               |
| 2107            | Second Option Period - Portable CD ROM Tax Service - Each user over 15000.  | 0.00            | EA          | \$101.00                 | \$0.00               |
| 2108            | Second Option Period - Portable CD ROM Tax Service - Each user over 20000.  | 0.00            | EA          | \$96.00                  | \$0.00               |
| 2109            | Second Option Period - Portable CD ROM Tax Service - Each user over 25000.  | 0.00            | EA          | \$91.00                  | \$0.00               |
| 2110            | Submission of Individual Subcontracting Report and the Summary Subcontracting Report via the Electronic Subcontracting Reporting System (eSRS). | 1.00            | EA          | \$0.00                   | \$0.00               |
| 3100            | Third Option Period - Portable CD ROM Tax Service.<br><br>The period of performance shall be from January 1, 2012 through December 31, 2012.    | 0.00            | YR          | \$0.00                   | \$0.00               |
| 3101            | Third Option Period - Portable CD ROM Tax Service - up to 10000 Users.  | 0.00            | JB          | \$1,090,000.00           | \$0.00               |
| 3102            | Third Option Period - Portable CD ROM Tax Service - up to 15000 Users.  | 0.00            | JB          | \$1,560,000.00           | \$0.00               |
| 3103            | Third Option Period - Portable CD ROM Tax Service - up to 20000 Users.  | 0.00            | JB          | \$1,980,000.00           | \$0.00               |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES   | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE (US\$) | 24.<br>AMOUNT (US\$) |
|-----------------|--|-----------------|-------------|--------------------------|----------------------|
| 3104            | (CONTINUE)<br>Third Option Period - Portable CD ROM Tax<br>Service - up to 25000 Users.  | 0.00            | JB          | \$2,350,000.00           | \$0.00               |
| 3106            | Third Option Period - Portable CD ROM Tax<br>Service - Each user over 10000.   | 0.00            | EA          | \$109.00                 | \$0.00               |
| 3107            | Third Option Period - Portable CD ROM Tax<br>Service - Each user over 15000.   | 0.00            | EA          | \$104.00                 | \$0.00               |
| 3108            | Third Option Period - Portable CD ROM Tax<br>Service - Each user over 20000.   | 0.00            | EA          | \$99.00                  | \$0.00               |
| 3109            | Third Option Period - Portable CD ROM Tax<br>Service - Each user over 25000.   | 0.00            | EA          | \$94.00                  | \$0.00               |
| 3110            | Submission of Individual Subcontracting<br>Report and the Summary Subcontracting Report<br>via the Electronic Subcontracting Reporting<br>System (eSRS). | 1.00            | EA          | \$0.00                   | \$0.00               |
| 4100            | Fourth Option Period - Portable CD ROM Tax<br>Service.<br><br>The period of performance shall be from<br>January 1, 2013 through December 31, 2013.      | 0.00            | YR          | \$0.00                   | \$0.00               |
| 4101            | Fourth Option Period - Portable CD ROM Tax<br>Service - up to 10000 Users.   | 0.00            | JB          | \$1,120,000.00           | \$0.00               |
| 4102            | Fourth Option Period - Portable CD ROM Tax<br>Service - up to 15000 Users.   | 0.00            | JB          | \$1,605,000.00           | \$0.00               |
| 4103            | Fourth Option Period - Portable CD ROM Tax<br>Service - up to 20000 Users.   | 0.00            | JB          | \$2,040,000.00           | \$0.00               |
| 4104            | Fourth Option Period - Portable CD ROM Tax<br>Service - up to 25000 Users.   | 0.00            | JB          | \$2,425,000.00           | \$0.00               |
| 4106            | Fourth Option Period - Portable CD ROM Tax<br>Service - Each user over 10000.  | 0.00            | EA          | \$112.00                 | \$0.00               |
| 4107            | Fourth Option Period - Portable CD ROM Tax<br>Service - Each user over 15000.  | 0.00            | EA          | \$107.00                 | \$0.00               |
| 4108            | Fourth Option Period - Portable CD ROM Tax   | 0.00            | EA          | \$102.00                 | \$0.00               |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES   | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE (US\$) | 24.<br>AMOUNT (US\$) |
|-----------------|--|-----------------|-------------|--------------------------|----------------------|
|                 | (CONTINUE)   |                 |             |                          |                      |
|                 | Service - Each user over 20000.  |                 |             |                          |                      |
| 4109            | Fourth Option Period - Portable CD ROM Tax<br>Service - Each user over 25000.  | 0.00            | EA          | \$97.00                  | \$0.00               |
| 4110            | Submission of Individual Subcontracting<br>Report and the Summary Subcontracting Report<br>via the Electronic Subcontracting Reporting<br>System (eSRS). | 1.00            | EA          | \$0.00                   | \$0.00               |

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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 assistants 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 all 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 pursuant 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 contractor's 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 contractor 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 all of the following search options available:

- Boolean logic searches;
- Proximity searches;
- Exact phrase searches;
- Conceptual or natural language searches and
- Search by citation

5.4.2 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.

6.2.1.2 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.

- 6.3.2.3 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.
- 6.3.2.4 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

6.4.2.2 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.

6.4.2.4 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.
- 6.6.1.2 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.
- (l) 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:
  - (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 indicated 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)).

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))

X (16) 52.222-3, 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- Designated 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.

     (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.S.-Flag Commercial Vessels (Feb 2006)  
Appx. 1241(b) and 10 U.S.C. 2631).

(46 U.S.C.

\_\_\_\_(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.
  - (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.
  - (3) 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,

- (2) 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 \$40,000,000.00; (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 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.

## 11.0 CONTRACTING OFFICER

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.

## 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";
  - (3) 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 DISCLOSURE 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 inspection(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. RESPONSIBILITIES**

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 availability of access to vendor's services | Maintain user access   | Service available 24hours/day, 7 days per week   | Customer feedback, Periodic Inspection |                   |            |
| CD ROM Products  | Deliver on a quarterly basis upgraded CD Rom library<br><br>Replacement of all non functioning CD ROMs | Delivery within 2 weeks of the date pursuant to production Schedule<br><br>All CD ROMs replaced and delivered within 30 days | Periodic inspection                    |                   |            |
| Continuous Content Availability                        | Retain all mandatory sources   | As stated in the RFP   | Customer feedback, Periodic            |                   |            |

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

## 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.