

CONTRACT TIRNO-11-D-000XX
SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 PERFORMANCE BASED ACQUISITION (PBA) METHODOLOGY

Performance-based acquisition methodology will be applied to task orders issued under this contract to the maximum extent practicable. This methodology shall be considered for applicable requirements. To achieve the best result of PBA, the following information is established to provide a baseline effort, however PBA includes but not limited to:

- (a) Requirements that define the work in measurable, mission-related terms;
- (b) Performance standards (i.e. quality, quantity, timeliness) tied to the performance requirements;
- (c) Performance outcome (i.e. reports, system performance, documents) tied to the performance requirements; and
- (d) Monitoring methods (i.e. Quality Assurance Surveillance Plan, monitoring plan) to describe how the contractor's performance will be measured against the performance standards.

In addition, contracting officers will ensure IRS Procurement Policies and Procedures are followed as well as other applicable guidance. The official PBA website is http://acquisition.gov/comp/seven_steps/index.html.

H.2 SMALL BUSINESS SIZE STATUS

In accordance with FAR Subpart 19.301-2, Small Business size status will be re-evaluated as follows:

- (1) Within 30 days of an approved contract novation
- (2) Within 30 days of a merger or acquisition where a novation agreement is not required
- (3) No more than 120 days prior to the end of the fifth year of the contract
- (4) No more than 120 days prior to exercising any option after the fifth year of the contract

If this contractor exceeds the size standard for the NAICS code designated in this contract, this contractor will not be eligible to continue to participate on this contract. However, the contractor will be allowed to complete work on existing task orders, but will no longer be considered a TIPSS-4 SB contractor.

This contractor is required to submit a Recertification Status Report per Section F.12.

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H.3 INFORMATION TECHNOLOGY ACCESSIBILITY SECTION 508

All task orders issued under the TIPSS-4 SB contract will be applicable to Section 508 Compliance in accordance with FAR Subpart 39.2, Section 508 of the Rehabilitation Act Amendments of 1998, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology (EIT) Accessibility Standards at 36 Code of Federal Regulations Part 1194. Federal agencies, when developing, procuring, maintaining or using EIT, are required to ensure that EIT products and/or services provide access to both Federal employees and members of the public with disabilities. Federal employees and members of the public with disabilities must have access to and use of information and data comparable to those without disabilities.

The Contracting Officer shall apply the applicable Internal Revenue Services Acquisition Procedures (IRSAP) to comply with each task order.

The following IRSAP clauses are applicable for Section 508 and will be applied at the task order level:

H.3.1 IRSAP - 1052.239-9008 Section 508 Information, Documentation, and Support (SEP 2006)

In accordance with 36 CFR 1194, Subpart D, the electronic 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, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards. 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 6. 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.

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(c) Support Services for products shall accommodate the communication needs of end-users with disabilities.

[End of clause]

H.3.2 IRSAP - 1052.239-9009 Section 508 Conformance (SEP 2006)

Each electronic and information technology (EIT) product and/or product related service delivered under the terms of this contract, at a minimum, shall conform to the applicable accessibility standards at 36 CFR 1194 at the level of conformance specified in Section J, Attachment 7.

The following technical standards have been determined to be applicable to this contract:

___ 1194.21, Software applications and operating systems.
___(a) ___(b) ___(c) ___(d) ___(e) ___(f) ___(g) ___(h)
___(i) ___(j) ___(k) ___(l)

___ 1194.22, Web-based intranet and internet information and applications.
___(a) ___(b) ___(c) ___(d) ___(e) ___(f) ___(g) ___(h)
___(i) ___(j) ___(k) ___(l) ___(m) ___(n) ___(o) ___(p)

___ 1194.23, Telecommunications products.
___(a) ___(b) ___(c) ___(d) ___(e) ___(f) ___(g) ___(h)
___(i) ___(j) ___(k)

___ 1194.24, Video and multimedia products.
___(a) ___(b) ___(c) ___(d) ___(e)

___ 1194.25, Self contained, closed products.
___(a) ___(b) ___(c) ___(d) ___(e) ___(f) ___(g) ___(h)
___(i) ___(j)

___ 1194.26, Desktop and portable computers.
___(a) ___(b) ___(c) ___(d)

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR 1194.31) apply to this contract:

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- (a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.
- (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.
- (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.
- (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.
- (e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.
- (f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.

[End of clause]

H.3.3 IRSAP - 1052.239-9010 SECTION 508 SERVICES (SEP 2006)

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement for services, which will result in the delivery of a new or updated electronic and information technology (EIT) item/product, must conform to the applicable provisions of the appropriate technical standards in 36 CFR 1194, Subpart B, and functional performance criteria in 36 CFR 1194.31, Subpart C, unless an agency exception to this requirement exists.

The following technical standards and provisions have been determined to be applicable to this contract:

- ___ 1194.21, Software applications and operating systems.
 - ___(a) ___(b) ___(c) ___(d) ___(e) ___(f) ___(g) ___(h)
 - ___(i) ___(j) ___(k) ___(l)

- ___ 1194.22, Web-based intranet and internet information and applications.
 - ___(a) ___(b) ___(c) ___(d) ___(e) ___(f) ___(g) ___(h)
 - ___(i) ___(j) ___(k) ___(l) ___(m) ___(n) ___(o) ___(p)

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- ___ 1194.23, Telecommunications products.
___(a) ___(b) ___(c) ___(d) ___(e) ___(f) ___(g) ___(h)
___(i) ___(j) ___(k)
- ___ 1194.24, Video and multimedia products.
___(a) ___(b) ___(c) ___(d) ___(e)
- ___ 1194.25, Self contained, closed products.
___(a) ___(b) ___(c) ___(d) ___(e) ___(f) ___(g) ___(h)
___(i) ___(j)
- ___ 1194.26, Desktop and portable computers.
___(a) ___(b) ___(c) ___(d)

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR 1194.31) apply to this contract:

- x (a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.
- x (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.
- x (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.
- x (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.
- x (e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.

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 x (f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.

[End of clause]

H.3.4 IRSAP - 1052.239-9011 - Section 508 Accessibility of Electronic and Information Technology (100% Compliance) (SEP 2006)

Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194). If the contracting officer determines any furnished product or service is not in compliance with the contract, the contracting officer will apply the remedies described under FAR 52.246-2, Inspection of Supplies – Fixed Price.

The following technical standards and provisions have been determined to be applicable to this contract:

 1194.21, Software applications and operating systems.
 (a) (b) (c) (d) (e) (f) (g) (h)
 (i) (j) (k) (l)

 1194.22, Web-based intranet and internet information and applications.
 (a) (b) (c) (d) (e) (f) (g) (h)
 (i) (j) (k) (l) (m) (n) (o) (p)

 1194.23, Telecommunications products.
 (a) (b) (c) (d) (e) (f) (g) (h)
 (i) (j) (k)

 1194.24, Video and multimedia products.
 (a) (b) (c) (d) (e)

 1194.25, Self contained, closed products.
 (a) (b) (c) (d) (e) (f) (g) (h)
 (i) (j)

 1194.26, Desktop and portable computers.
 (a) (b) (c) (d)

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

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The following functional performance criteria (36 CFR 1194.31) apply to this contract:

- (a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.
- (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.
- (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.
- (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.
- (e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.
- (f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.

[End of clause]

H.4 EARNED VALUE MANAGMENT (EVM) COMPLIANCE

The Department of the Treasury has established thresholds and conditions IT investments must meet to be considered “major”. In accordance with [OMB Circular A-11](#), the contractor shall utilize an EVMS on Task Orders identified as “major acquisitions” with Development, Modernization, and Enhancement (DME). This includes prototypes and tests to select the most cost effective alternative, the acquisition requirements, and any developmental modification or upgrade work done during the Operational/Steady State. When EVM is required, it will be applied at the Task Order level regardless of contract type. As outlined in [AB No. 09-01, EVMS](#), the following Treasury thresholds apply to DME costs at the Contract Line Item (CLIN) level for performance-based Task Orders and to DME costs at the Task Order for non-performance-based contracts:

TABLE No. 1					
Contract, Task Order, IAG, or CLIN Value	Reporting Requirements for IT Investments	Applicable ANSI/EIA Criteria	Level of EVMS Validation/- Acceptance	IBR Required	Level of EVMS Surveillance (Contractor)
>\$50 M	Full	32	CFA Acceptance/1	Yes	CFA Surveillance unless another interested party alternative is
Between \$20M and \$50	Full	32	Contractor Self-Validation	Yes	

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M					requested by the Bureau and approved by the Treasury CIO
<\$20M	Core	10	Contractor Self-Validation	Independent Baseline Validation (IBV)/IBR (Core)	Treasury and Bureau Surveillance*
<p>* In accordance with Bureau Annual Surveillance Strategy</p> <ul style="list-style-type: none"> • 1/CFA – Cognizant Federal Agency (See FAR 42.003) 					

Regardless of the threshold value or competitive review (current solicitation or task order solicitation), any EVMS developed by the contractor shall not be billed to the IRS as a direct cost. The IRS will reimburse the contractor for its share of the allocable and allowable indirect costs.

(c) Definitions

Development, Modernization, and Enhancement (DME) – is the portion of an IT investment/project which deals with developing and implementing new or enhanced technology in support of an agency’s mission – a change to an existing system that adds new functionality, hardware and software purchases and installation support for increasing capacity of an existing system, and new releases of Commercial-Off-The-Shelf (COTS) products. Examples: A change to an existing system that adds new functionality. This is defined as new features and capabilities that could not be performed using the system previously.

Earned Value Management requirements - are criteria that the contractor must implement to ensure that the contractor’s self validated EVMS is capable of producing earned value management data.

(d) EVM compliance must be maintained throughout the period of performance of this contract.

(1) The appropriate level of EVMS validation and surveillance is to be conducted on an annual basis or as required. Copies of annual validation and/or surveillance findings (and any associated corrective action requirements and results) will be provided to the IRS Contracting Officer within 10 business days of contact with/from the (CFA or Government representative). Should a vendor’s EVMS standing be suspended or revoked by the (CFA or Government representative) or impacted due to a company reorganization (including mergers and buy-outs), the Government reserves the right to review the circumstance and determine if the vendor should remain in the contract and/or work on current or new task orders with DME requirements.

(2) All EVMS monthly reporting must conform to Government deadlines in order for the Service to support the OMB IT Dashboard reporting requirements.

(3) If the Government finds anything deficient from the EVMS monthly reports, a correction plan must be developed within 5 business days and approved by the

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Government to correct data and mitigate risks. All corrections to EVMS reporting will be implemented by the next monthly reporting period or as agreed to by the project manager and IRS Contracting Officer to meet time sensitive deadlines for OMB IT Dashboard reporting.

(4) Any change of subcontractors after award of the base contract must be evaluated and comply with all EVMS guidelines and all other policies before issuance of a task order.

(Contractor Name) is compliant at (XX/XX) (see Section J.XX – Attachment XX)

NOTE: MBOSS Task Area is EXEMPT from EVMS.

H.5 CAPABILITY MATURITY MODEL INTEGRATION (CMMI)

It is mandatory that all contractors awarded task orders for any activity related to software development for the IRS shall comply with the IRS policy for Capability Maturity Model® Integration (CMMI®)-SW or CMMI-DEV Level 2 compliance. All tasks that fall within the software development life cycle shall at minimum comply with Level 2 of the staged or continuous representation of CMMI for Software Engineering (CMMI-SW) or CMMI for Development (CMMI-DEV).

The following Internal Revenue Service Acquisition Procedures (IRSAP) is applicable to CMMI:

H.5.1 IRSAP 1052.239-9005 Software Development Prerequisite (JAN 2010)

a. Definitions. As used in this clause,

1. "*Appraisal Requirements for CMMI®*" (ARC) means a framework that defines the requirements considered essential to appraisal methods intended for use with Capability Maturity Model Integration (CMMI®) models. ARC defines a set of typical applications of appraisal methods called appraisal method classes and allocates requirements to each class. Thus, a particular appraisal method may be declared to be an ARC Class A, B, or C appraisal method.
2. "*CMM IntegrationSM*" (CMMI®) means an integrated CMM model that encompasses the key elements for enterprise-wide process improvement. The CMMI® model includes the disciplines of (Software Engineering (SW), Systems Engineering (SE), Integrated Product & Process Development (IPPD)), and Supplier Sourcing (SS).
3. "*CMM Confirm*" means an evaluation by the IRS of evidence provided by the offeror to support its CMMI®-DEV maturity or capability level.

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4. "*Continuous representation*" means a model structure wherein capability levels provide a recommended order for approaching process improvement within each specified process area.

5. "*Equivalent staging*" means a target staging, created using the continuous representation that is defined so that the results of using the target staging can be compared to the maturity levels of the staged representation.

6. "*On-site*" means the SEISM appraisal phase in which an appraisal team conducts extensive interviews at the organization's software development facility or the location of the organization's software development projects. Some portions of the on-site may include teleconferencing or telephone interviews of personnel at remote locations.

7. "*Post-award Current Software Capability Rating*" means the CMMI®-DEV maturity or capability level determined by an appraisal for which the commencement date of the on-site appraisal occurred within the 18 months immediately preceding the due date of the verification and validation for a given year.

8. "*Pre-award Software Capability Rating*" means the CMMI®-DEV maturity or capability level determined by an appraisal for which the commencement date of the Standard CMMI® Appraisal Method for Process Improvement (SCAMPISM), ARC Class A on-site occurred within the 18 months immediately preceding the proposal due date.

9. "*Verification and Validation Process*" means the methodology employed by the IRS to review, monitor, and verify contractor maintenance of CMMI®-DEV maturity or capability levels and ratings during the period of performance of the contract, task order, delivery order, interagency agreement, or BPA.

10. "*Software Capability Rating*" means the CMMI®-DEV Level achieved as a result of a SCAMPISM, ARC Class A, or other appraisal method conducted according to the Class A Appraisal Requirements for CMMI®, ARC Class A, latest version.

11. "*Software development*" means any activity, in whole or in part, that is part of a software life cycle.

12. "*Software life cycle*" means the period of time that begins when a software product is conceived and ends when the software is no longer available for use. The software life cycle typically includes the following phases: concept, requirements, design, implementation, test, installation and checkout, operation and maintenance, and retirement.

13. "*Staged representation*" means a structure wherein attaining the goals of a set of process areas establishes a maturity level; each level builds a foundation for subsequent levels.

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14. *"Standard CMMI® Appraisal Method for Process Improvement" (SCAMPI), ARC Class A* means an SEI-approved appraisal method based on the full set of Class A ARC requirements, latest version. A SCAMPI, ARC Class A is conducted by an appraisal team and led by an SEI-authorized SCAMPI Lead AppraiserSM.

15. *"SCAMPI Lead Appraiser"* means an individual authorized by SEI to lead a team in conducting a SCAMPI; authorization is substantiated by a Lead Appraiser identification number.

16. *"Verify"* means an evaluation of evidence provided by the contractor to support the retention of its CMMI®-DEV maturity or capability level, which is conducted by the IRS in accordance with the verification and validation process after award of a contract, BPA, task order, delivery order, or interagency agreement.

Contractors performing software development for the IRS as required under this contract shall have, and maintain at all times during performance, a CMMI®-DEV Level 2 or higher maturity or capability rating. Detailed information about the CMMI®-DEV model may be obtained from the Software Engineering Institute (SEI), Carnegie Mellon University, Pittsburgh, PA 15213-3890. The web site is www.sei.cmu.edu/cmmi/.

The CMMI®-DEV maturity or capability rating shall be current and shall be substantiated by a SCAMPI, ARC Class A, latest version.

As a condition of award, the IRS reserves the right to review and confirm the CMMI®-DEV maturity or capability levels of offerors. As a further condition of award, the IRS reserves the right to conduct a SCAMPI, ARC Class A.

After award and throughout the period of performance, the IRS reserves the right to review, monitor, and verify contractor CMMI®-DEV maturity or capability levels in accordance with the verification and validation process. The IRS further reserves the right to conduct an independent appraisal of the contractor, including a SCAMPI, ARC Class A.

On an annual basis, the contractor shall substantiate its current software maturity or capability rating by submitting documentation in accordance with the verification and validation process, and posting their latest appraisal results at the SEI website: <http://sas.sei.cmu.edu/pars/pars.aspx>. The IRS will perform a review annually to verify the contractor's compliance with its contractual CMMI®-DEV requirements.

The contractor shall include the terms of this clause in all subcontracts for software development under this contract.

[End of clause]

(Contractor Name) is Maturity Level X (see Section J.XX – Attachment XX)

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H.6 ENTERPRISE LIFE CYCLE (ELC)

In accordance with Internal Revenue Manual (IRM) 2.16.1, the guidance and authority for ELC will apply to all major, non-major and other small projects. The ELC is the approach used by IRS to manage and implement business change and information systems initiatives. In addition, it provides the direction, processes, tools, and assets necessary to accomplish business change in a consistent and repeatable manner.

The objectives of the ELC are to:

- a. Enhance chances for successfully achieving the desired business change;
- b. Standardize the approach for managing and governing business change, and supporting information system projects and programs throughout IRS; and
- c. Help ensure project and program success by reducing risk and ensuring compliance with applicable internal and external standards and mandates.

H.7 FEE ON TASK ORDERS

Contracting Officers at the task order level will exercise their authority to negotiate fee for individual requirements in the best interest of the Government.

H.8 LIMITATION OF COST OR FUNDING

Task orders issued under this contract may be fully funded or incrementally funded. Each task order will state the applicable clauses given the funding method determined by the Contracting Officer.

H.9 INDIRECT RATE CHANGE NOTIFICATION

The contractor shall submit notification to the TIPSS-4 SB Contracting Officer and Contracting Officer's Technical Representative within five working days of proposing any rate change to the designated Government audit agency, or of receiving any rate change approval, affecting cost or price proposed or incurred under this contract. The contractor agrees to insert this notification requirement in all first-tier subcontracts.

H.10 STANDARD WORK DAY

A standard work day is defined as any eight hours of productive labor during the core business hours of 7:00 AM through 5:00 PM, Monday through Friday. Performance may be required beyond the normal standard work day, and if so, information will be specified within the applicable task order approved by the Contracting Officer.

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H.11 GOVERNMENT FURNISHED ITEMS

All Government furnished items will be identified in individual task orders, as applicable. If any given task order issued under this contract requires work to be performed on the

Government's site, the Government will provide office work space, office automation equipment, telephones, and furniture for contractor personnel, unless authorized by the Contracting Officer to deviate from this requirement.

H.12 CONTRACTOR RESPONSIBILITY FOR ASSIGNED SPACE, EQUIPMENT, AND SUPPLIES

If, due to the fault or neglect of the contractor, its agents or employees, damage occurs to any Government property, equipment, stock or supplies, during the performance of this contract, the contractor shall be responsible for such loss or damage and the Government, at its option, may either require the contractor to replace all property or to reimburse the Government for the full value of the lost or damaged property.

The contractor is responsible for maintaining all Government provided assigned space(s) in a clean and orderly fashion during the course of this contract. All telephones at the Government's site are for conducting official Government business only.

In addition, the Contracting Officer will follow the guidance provided by IRT 08-23, Providing Government Space for Contractors.

H.13 ROLLING ADMISSIONS

The Government reserves the right to determine whether it would be appropriate to announce a competition for the purpose of adding additional TIPSS-4 SB contractors. Periodically, the Government will review the customers' requirements, small business growth, industry consolidations/mergers, and changes in the market place or advances in technology, general economic conditions or other reasons. Based on this, if it is in the best interest of the Government, the base contract Contracting Officer may initiate a new competition to add new contractors to the "Base Contract".

H.14 SOFTWARE MAINTENANCE

If software maintenance is ordered through the issuance of individual task orders, the contractor shall provide, a detailed plan for software maintenance, including: software license and maintenance support, preventive and remedial maintenance services, and technical support. The contractor shall provide personnel who are experienced and qualified to perform the required services in accordance with original software manufacture practices and software standards. Additional requirements will be further defined at the task order level.

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H.15 PURCHASING SYSTEM

The contractor shall notify the Contracting Officer in writing if there is any change in the status of its approved purchasing system and provide the reason(s) for the change. Documentation required shall be submitted for Contracting Officer consent and shall be submitted in accordance with FAR Part 44, Subcontracting Policies and Procedures.

**H.16 ORGANIZATIONAL CONFLICT OF INTEREST AND LIMITATION
ON FUTURE CONTRACTING**

**H.16.1 IRSAP 1052.209-9000--ORGANIZATIONAL CONFLICT OF INTEREST
NOTIFICATION (MARCH 2008)**

- a. The CO has determined there is a conflict or a potential for an organizational conflict of interest associated with the performance of work for this requirement. Accordingly, the attention of prospective offerors is invited to [FAR Subpart 9.5](#), Organizational Conflicts of Interest.
- b. The nature of this conflict is (*Description to be determined at the task order level*).
- c. The offeror warrants that, to the best of his/her knowledge and belief, there are no relevant facts or circumstances which could give rise to an Organizational Conflict of Interest (OCI), as defined in the Federal Acquisition Regulation ([FAR](#)) [Subpart 9.5](#), or that he/she has disclosed all such relevant information. Offerors are advised that misrepresentation of the facts or failure to provide the information requested by the CO may cause the removal of their proposal from further consideration for award.
- d. An offeror who believes that the performance of work under the contract may cause an OCI shall provide in its proposal to the Government a plan to mitigate the OCI. The plan will be evaluated to determine whether or not the plan effectively mitigates the potential conflict of interest such that the full scope of work contemplated by this solicitation can be performed by the offeror. The Director, Procurement, or designee, will then evaluate the mitigation plan and, if the plan is satisfactory, may grant a waiver to the offeror in accordance with [FAR 9.503](#).
- e. Restrictions on the performance of work for this requirement and/or work on future contract requirements are set forth in the Internal Revenue Service Acquisition Procedures (IRSAP) clause at 1052.905-9001 entitled Organizational Conflicts of Interest. The terms of the Organizational Conflict of Interest clause included in this solicitation are not x subject to negotiations.

(End of Provision)

**H.16.2 IRSAP 1052.209-9001—ORGANIZATIONAL CONFLICTS OF INTEREST
(MARCH 2008)**

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(a) **Purpose:** The purpose of this clause is (1) to ensure that the contractor is not biased because of conflicting roles in financial, contractual, organizational, or other interests which relate to the work to be performed under this contract, and (2) to ensure the contractor does not obtain any unfair competitive advantage over other parties as a result of its work under this contract.

(b) **Scope:** The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as the “contractor”) in any activities related to this contract. The term contractor includes the prime contractor, subcontractors, mentors, joint-ventures, consultants, or any others acting in a similar capacity.

(c) **Reporting:** The contractor shall immediately report to the CO any conflicts or potential conflicts that arise during the performance of work under this contract, including those that may surface at the subcontract level. Once reported, the CO may terminate the contract for convenience if such an action is in the best interest of the Government. However, should there be any misrepresentation of facts in reporting an OCI or a potential OCI, at the prime or subcontract level, or a complete failure to report such, the CO may impose the remedies provided in subparagraph (f) of this clause.

(d) **Restrictions:** *(The CO shall list appropriate restrictions for the particular acquisition. Listed below are three sample restrictions.)*

(1) The contractor shall not be eligible to participate in Internal Revenue Service contracts, subcontracts, or proposals which stem directly from the contractor's performance of work under this contract, for a period of years after the completion of this contract.

(2) The contractor shall not perform any advisory or assistance services work under this contract for a period of 2 years, unless directed to do so by the CO, if the contractor has been or is substantially involved in the developing or marketing of its products or services or the products or services of another firm.

(3) If, under this contract, the contractor prepares a statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate, in any capacity, in any acquisition which is based on said statement of work or specification for a period of 2 years.

(e) **Subcontracts:** The contractor shall include a clause, substantially similar to this clause, including this subparagraph, in all subcontracts (including purchase/delivery orders), teaming arrangements, and/or other agreements calling for the performance of work related to this contract unless exempted in writing by the CO.

(f) **Remedies:** For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict at the time of or after award, the IRS may terminate the contract for default, disqualify the contractor from subsequent related efforts, and pursue such other administrative remedies as may be permitted by law or other terms and conditions of this contract.

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(End of Clause)

H.17 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

(a) Government personnel observe the following holidays:

New Year's Day
Inauguration Day (when applicable)
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

(b) In addition to the days designated as holidays, the Government observes the following days:

Any day designated by Federal Statute,
Any day designated by Executive Order, or
Any day designated by the President's Proclamation.

(c) It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the contractor's personnel work during the holiday, they may be reimbursed by the contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(d) When the Government grants excused absence to its employees, assigned contractor personnel may also be dismissed. The contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer's Technical Representative.

H.18 PUBLICITY

In accordance with IRSAP Clause 1052.203-9000, the following information is applicable to this

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contract.

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)

H.19 SUBSTITUTION OF CORPORATE AND TASK ORDER LEVEL KEY PERSONNEL

Individuals identified as approved corporate level key personnel for this contract are expected to remain dedicated to this contract. Individuals identified as approved task order level key personnel shall remain dedicated to each task order. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel at either level, the contractor shall request such substitutions in accordance with the information listed below:

- (a) All substitutes must have qualifications at least equal to those of the person being replaced;
- (b) All appointments of key personnel shall be approved by the Contracting Officer prior to the hiring or promotion of the replacement, and no substitutions of such personnel shall be made without the advance written approval of the Contracting Officer;
- (c) Except as provided in paragraph (d) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel must be submitted in writing to the Contracting Officer, including the information required in paragraph (e) of this provision;
- (d) Where individuals proposed as key personnel become unavailable between the submission of the final proposal revisions or RTPP/RTCP/RFI and contract or order award because of sudden illness, death or termination of employment, within 5 days following contract or order award, the contractor shall notify the Contracting Officer in writing of such unavailability and who will be performing, if required, as the temporary substitute. Within 15 days following contract or order award, the contractor shall submit in writing to the Contracting Officer, proposed substitutions

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for the unavailable individual(s);

(e) Request for substitution of key personnel must be provided in a detailed explanation of the circumstances necessitating substitution, a résumé of the proposed substitute, and any other information requested by the Contracting Officer to make a determination of the appropriateness of the proposed substitute's qualifications. All résumés shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority; and

(f) The Contracting Officer shall promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require resubmission of another substitution within 15 calendar days by the contractor.

H.20 IDENTIFICATION OF CONTRACTOR EMPLOYEES

During the period of this contract, the rights of ingress and egress to and from any office for contractor representatives shall be made available as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Government facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges will be worn on the outer garment at all times. The obtaining of the corporate identification badge is the sole responsibility of the contractor. All prescribed information shall immediately be delivered to the IRS Security Office, unless otherwise identified, for cancellation or disposition upon the termination of the employment of any contractor personnel. All on-site contractor personnel shall abide by security regulations, applicable to that site.

H.21 GENERAL LIABILITY

Reference Section I – Clause 52.228-7, “Insurance – Liability to Third Persons”. The contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the contractor under this contract.

(a) The contractor is required to show evidence of bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) The contractor is required to show evidence of property damage liability insurance coverage written on the comprehensive form of policy of at least \$100,000 per occurrence.

(c) Workman’s compensation insurance as required by law of the State.

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Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change, as required by the Contracting Officer (CO). A certificate of each policy of insurance shall be furnished to the CO with 10 days after notice of award certifying, among other things, that the policy contains the aforementioned endorsement.

The insurance company providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the CO. The substances of this clause shall be made to flow down to any Subcontractors.

H.22 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

The Contracting Officer will ensure contractor personnel compliance in accordance with IRS HSPD-12 PIV Procedures Manual is located at Section J-10.

H.23 IRS SECURITY REQUIREMENTS

H.23.1 IRSAP 1052.204-9000 SECURITY SCREENING REQUIREMENTS FOR ACCESS TO SENSITIVE BUT UNCLASSIFIED SYSTEMS OR INFORMATION (MAR 1998)

SECURITY SCREENING REQUIREMENTS FOR ACCESS TO SENSITIVE BUT UNCLASSIFIED SYSTEMS OR INFORMATION (MAR 1998)

(a) In addition to complying with any functional and technical security requirements set forth in the schedule and elsewhere in this contract, the Contractor shall request that the Government initiate personnel screening checks and provide signed user nondisclosure agreements, as required by this clause, for each contractor employee requiring staff-like access, i.e., unescorted or unsupervised physical access or electronic access, to the following limited or controlled areas, systems, programs and data: List areas, systems, programs and data.

(b) The Contractor shall submit a properly completed set of investigative request processing forms for each such employee in compliance with instructions to be furnished by the Contracting Officer or his/her designated representative.

(c) Depending upon the type of investigation necessary, it may take up to several months to complete complex personnel screening investigations. At the discretion of the Government, background screening may not be required for employees with recent or current favorable Federal Government investigations. To verify the acceptability of a non-IRS, favorable investigation, the Contractor shall submit the forms or information needed, according to instructions furnished by the Contracting Officer.

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(d) When contractor employee access is necessary prior to completion of personnel screening, each contractor employee requiring access may be considered for escort access. The Contractor shall promptly submit all requests for approval for escort access to the Contracting Officer or his/her designated representative so as not to endanger timely contract performance.

(e) The Contractor shall ensure that each contractor employee requiring access executes any nondisclosure agreements required by the Government prior to gaining staff-like access. The Contractor shall provide signed copies of the agreements to the Site Security Officer (SSO) for inclusion in the employee's security file. The name and location of the SSO shall be provided by the Government after contract award. Unauthorized access is a violation of law and may be punishable under the provisions of Title 5 U.S.C. 552a, Executive Order 12356; Title 5 U.S.C. 7211 governing disclosures to Congress; Title 10 U.S.C.1034, as amended by the Military Whistleblower Protection Act governing disclosure to Congress by members of the military;

Title 5 U.S.C. 2302(b)(8) as amended by the Whistleblower Protection Act governing disclosures of illegality, waste, fraud, abuse or public health or safety threats; the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) governing disclosures that could expose confidential Government agents; and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)) and other applicable statutes.

(f) The Contractor shall notify the Contracting Officer's Technical Representative (COTR) or the Site Security Officer no later than the end of the day of the termination for cause of an authorized employee's access. The Contractor shall notify the COTR no later than ten days after an authorized employee no longer requires access for any other type of termination. Verbal notifications shall be confirmed in writing within thirty days.

[End of clause]

H.23.2 IRSAP 1052.224-9000(c) DISCLOSURE OF INFORMATION
SAFEGUARDS (NOV 2005)

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

- (1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any return or return information made available in any format shall be used Only for the purpose of carrying out the provisions of this contract. 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

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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.

- (3) All returns and return information will be accounted for upon receipt and properly Stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility and no output will be retained by the contractor at the time the IRS work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.
- (5) Any spoilage or any intermediate hard copy printout which may result during the Processing of IRS data shall be given to the IRS Contracting Officer or his/her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and shall provide the IRS Contracting Officer or his/her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) No work involving information furnished under this contract will be subcontracted Without the specific approval of the IRS Contracting Officer.
- (7) All computer systems, processing, storing and transmitting tax data must meet or exceed Controlled Access Protections (CAP) wherein the operating security features of the system have the following minimum requirements: (a) an approved security policy; (b) accountability; (c) assurance; and (d) documentation.
- (8) 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 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.
- (9) Include any additional safeguards that may be appropriate.]

[End of Clause]

H.23.3 IRSAP 1052.224-9000(d) DISCLOSURE OF SENSITIVE BUT UNCLASSIFIED INFORMATION SAFEGUARDS (MARCH 2008)

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Any Treasury Department information made available or to which access is provided, and which is marked or should be marked "Sensitive but Unclassified Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

[End of Clause]

H.23.4 IRSAP 1052.204-9001 IDENTIFICATION/BADGING REQUIREMENTS
(MAR1998)

During the period of this contract, access to IRS facilities for contractor representatives, shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Treasury, or Treasury bureau, facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this contract, all Government furnished identifications shall be returned to the issuing office. All on-site contractor personnel shall abide by security regulations applicable to that site.

[End of clause]

H.23.5 IRSAP 1052.224-9001(a) DISCLOSURE OF INFORMATION
CRIMINAL/CIVIL SANCTIONS (JAN 1998)

(a) Each officer or employee of any person (Contractor or Subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (Contractor or Subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 five years, or both, together with the costs of prosecution. Such person (Contractor or Subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

(a) Each officer or employee of any person (Contractor or Subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that

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any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (Contractor or

Subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(c) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

[End of clause]

H.23.6 IRSAP 1052.224-9001(b) DISCLOSURE OF INFORMATION-SENSITIVE BUT UNCLASSIFIED USE ONLY (MAR 2008)

Each officer or employee of the Contractor or Subcontractor at any tier to whom " Controlled Unclassified Official Use Only" information may be made available or disclosed shall be notified in writing by the Contractor that "Controlled Unclassified Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Controlled Unclassified Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C.

provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

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H.23.7 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 non-compliant with contract safeguards.

H.23.8 IRSAP - 1052.239-9012 - COMMON SECURITY CONFIGURATIONS (FEB 2009)

The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP™ and Vista™ (in Protected Mode on Vista™). For the Windows XP™ settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html, and for the Windows Vista™ settings, see: http://csrc.nist.gov/itsec/guidance_vista.html.

The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

(End of clause)

H.23.9 IR1052.239-9013 NOTICE OF LAB TESTING REQUIREMENT (FEB 2009)

Any contract awarded as a result of this solicitation (or order placed under an existing contract) that (a) will include Windows XP™ and Vista™ or (b) will include either of those operating systems, will be subject to the following test conditions unless waived as a result of prior testing of the same or substantially same product and subsequent approval for use and installation on the IRS Common Operating Environment (COE):

All Windows XP™ and Vista™ software components must meet the minimum base-line of software and hardware standards, for acceptance into the IRS (COE) and consistent with the requirements of IRS configuration policies.

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Prior to installation into the IRS production environment, all Operating Systems of Windows XP™ and Vista™ (including configurations for Desktops, Laptops and Servers), and their associated Microsoft Office Professional Application Suites (Word, Excel, Publisher, Outlook, Access, PowerPoint, Internet Explorer 7, etc.), must be rigorously tested in the IRS Integration Development for Enterprise Automation (IDEA) Lab for deployment and common security configuration.

The performance or other characteristics that the first article must meet for approval are follows (*insert characteristics*):

Minimum base-line of software and hardware standards, for acceptance into the IRS Common Operating Environment (COE) and configuration policies are as follows (*insert standards*):

The tests to which the first article/articles will be subjected for approval are as follows (*insert qualifying tests*):

(Note: As an alternative to listing characteristics, standards and qualifying tests in the solicitation, the Contracting Officer, may at his/her discretion, advise prospective offerors that these lists/items may be obtained from the Contracting Officer (as provided by the MITS Cyber Security Office or other internal source, as appropriate) between the time of solicitation release and solicitation closing.)

Test and approval requirements will apply to all new acquisitions that (a) include Windows XP™ and Vista™ or (b) will include either of those operating systems that are tendered to the IRS, unless the requirement is waived by the Contracting Officer (in consultation with MITS Cyber Security Office), on supplies identical or substantially the same as to those previously delivered by the offeror and accepted by the IRS. Requests for waiver must be submitted not less than __ days (*five (5) days if not completed*) prior to solicitation closing or the date specified by the Contracting Officer for orders under existing contracts. Requests for waiver must include sufficient background information on the identity and time period of products previously delivered, tested, and found acceptable for installation into the IRS production environment to allow the Contracting Officer to make a determination and final decision to grant or deny the waiver request.

(End of clause)

H.24 PRE AND POST AWARD CONFERENCES/MEETINGS

Pre-award meetings or conferences may be necessary to resolve problems and to facilitate

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understanding of the technical requirements of the contract or task orders. All costs associated with the attendance at pre-award meetings/conferences shall be incidental to the contract and not separately billed.

The contractor shall participate in a post-award conference that will be held approximately 30 to 45 business days after contract award. The purpose of the post-award conference is to aid both the contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identifies and resolves potential problems. (See FAR Subpart 42.5)

The contractor further agrees to attend post-award meetings or conferences on task orders as required. The task order post-award conferences/meetings will establish work level points of contact for the task order and identify roles and responsibilities. The meetings are a part of doing business with the Government and costs associated with attendance shall be incidental to the task order and not separately billed.

H.25 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

The Treasury Department Publication (TDP) 15-71, Department of the Treasury Security Manual, chapter 2, section 2, Investigative Requirements for Contract Personnel, established requirements for security investigation of contract employees. IRM 10.23.2, Contractor Investigations established the procedures and guidelines for the conduct of security investigations on contractor employees.

Portions of the effort required under this contract may be performed at Government facilities specified in Section F.4, Place of Performance, as well as at other Department of Treasury, IRS, and other federal agencies. Contractor personnel will be required to pass a background investigation to receive security access and contractor badge (as local practice dictates) to enter an IRS or other federal facility. Contractor personnel shall adhere to local security and identification practices. This requirement will be invoked as required in individual task orders.

Additional security requirements are task order dependent and will be clearly noted in each awarded task order. In accordance with TDP 15-71, Chapter 2, Section 2 Investigative Requirements for Contractor Personnel, IRS shall weigh potential risks and magnitude of loss or harm that could be caused by contractor employees and determine risk levels.

The contractor may receive control unclassified information or have access, use or operation of IRS IT systems. Therefore, the position of risk for this contract would be moderate and require a National Agency Check with Law and Credit (NACLC). The NACLC will include, but not be limited to favorable review of the standard form (SF)-85P, law enforcement checks FBI fingerprint and name checks, and federal tax record checks.

In order to obtain required background investigations, the contractor shall require their contract-level key management personnel to complete and submit background investigation information to the Contracting Officer's Technical Representative (COTR) for processing through the IRS

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National Background Investigations Center (NBIC). Contract-level key management personnel are required to submit investigation information within 10 federal business days after contract award as they will be active on the contract and task orders at all times. Instructions for completion and submission of this information shall be provided at the time of contract award by the COTR.

Contractor personnel at the task order level shall submit investigation information before they start work on a task order to the Contracting Officer's Technical Representative (COTR). If an individual is hired by a contractor after previously working at the IRS for another contractor, the COTR is required to verify that a previous investigation was actually completed, that it is current, and that the person remains acceptable. The NBIC will make the determination whether to perform an update, perform a new complete investigation, or to accept the current investigation results. The contractor will be notified accordingly.

Contractor personnel will be provided escort access during the time required to process and obtain interim or final staff-like access approvals. Interim access approvals generally take five to seven days from NBIC receipt of acceptable investigation paperwork.

Contractor employees will be required to be fingerprinted and arrangements for fingerprinting can be made through the COTR for contract-level key management personnel (to include replacement personnel) and the COTR for task order personnel (to include additional or replacement personnel), when the employee has accessibility to a local IRS office. If the employee cannot come to an IRS office to be fingerprinted, employees may need to go to a local law enforcement agency for fingerprinting. Fingerprints must be completed on the form FD-258 furnished by the IRS. Any cost for fingerprinting outside of the IRS shall be borne by the contractor.

If the COTR receives a denial of access from NBIC after processing of the investigation forms, or if the COTR finds a prospective employee to be unsuitable or unfit for his assigned duties, the contractor shall be advised immediately in writing. The employee in question shall not continue to work or be assigned to work under the contract. The IRS shall have and exercise full and complete control over the granting, denying, withholding, or terminating all access for contractor employees. The IRS may, as it deems appropriate, authorize and grant interim staff-like access to any such employee(s) of the contractor. However, the granting of an interim staff-like access will follow as a result or condition thereof. The granting of either interim or final staff-like access shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by the Government.

All contractor and subcontractor employees shall either be U.S. Citizens or have lawful permanent resident status. The IRS may require the contractor to submit the investigation forms for every employee covered by this paragraph on a five-year basis for reinvestigation.

The Government will absorb the cost of the background investigations. Upon contract award, instructions for completion/submission of all required forms for security background

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investigations for the contract-level key management personnel will be made available to successful contractors by the COTR.

H.26 IRS REQUIREMENTS FOR SYSTEMS ACCESS

H.26.1 IRSAP 1052.239.9007– ACCESS, USE OR OPERATION OF IRS INFORMATION TECHNOLOGY (IT) SYSTEMS BY CONTRACTORS (AUG 2010)

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

1. IRS Information Technology Security Policy and Guidance.

All current and new IRS contractor employees authorized staff-like (unescorted) access to Treasury/IRS owned or controlled facilities and information systems, or work, wherever located, on those contracts which involve the design, operation, repair or maintenance of information systems and access to sensitive but unclassified information shall comply with the [IRS Information Technology Security Policy and Guidance, Internal Revenue Manual \(IRM\) 10.8.1](#). A copy of IRM 10.8.1 may be requested from the Contracting Officer or Contracting Officer's Technical Representative (COTR) or obtained from the publicly available portions of the IRM at <http://www.irs.gov/irm/>.

2. Access Request and Authorization.

Within (10) business days after contract award, issuance of a task order or other award notice, or acceptance of new or substitute contractor employees by the COTR, the contractor shall provide the COTR and the Contractor Security Lifecycle Program, (CSLP) a list of names of all applicable contractor employees and the IRS location(s) identified in the contract for which access is requested. A security screening, if determined appropriate by the IRS and in accordance with [IRM 10.23.2, Contractor Investigations](#), and [Department of the Treasury Security Manual \(TD P\) 15-71, Chapter II, Section 2](#), will be conducted by the IRS for each contractor employee requiring access to IRS' IT systems, or as otherwise deemed appropriate by the COTR. The Government reserves the right to determine the fitness or suitability of a contractor employee to receive or be assigned staff-like access under a contract, and whether the employee shall be permitted to perform or continue performance under the contract. Security screenings of contractor employees which reveal the following may be grounds for declining staff-like access under a contract: conviction of a felony, a crime of violence or a serious misdemeanor, a record of arrests for continuing offenses, or P&P No. 39.1(C) Attachment 1 Page 2 of 4 failure to file or pay Federal income tax. (Note: This is not an inclusive list.) Upon notification from Personnel Security of an acceptable (favorably adjudicated) contractor employee security screening, the COTR will complete an Online 5081 (OL5081), Automated Information System (AIS) User Registration/Change Request, for each prime or subcontractor employee and require an electronic signature from each

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employee indicating the contractor employee has read and fully understands the security requirements governing access to the Service's IT systems. IRS approval of the OL5081 is required before a contractor employee is granted access to, use or operation of IRS IT systems. IRM 10.8.1 includes more detailed information on the OL 5081.

3. Contractor Acknowledgement.

The contractor also acknowledges and agrees that he or she understands that all contract employees must comply with all laws, IRS system security rules, IRS security policies, standards, and procedures. The contractor also acknowledges that a contract employee's unsanctioned, negligent, or willful violation of the laws, IRS system security rules, IRS security policies, standards, and procedures may result in the revocation of access to IRS information technology systems, immediate removal from IRS premises and the contract, and for violations of Federal statute or state laws, the contract employee may be subject to arrest by Federal law enforcement agents.

4. Limited Personal Use of Government IT Resources.

a. Contractors, like employees, have no inherent right to use Government IT resources, and this policy does not create the right to use Government IT resources for nongovernmental purposes. However, as a courtesy, the privileges (and restrictions) established by [IRM 10.8.27, IRS Policy On Limited Personal Use of Government Information Technology Resources](#) for employees, are extended to contractors.

b. Contractors, like employees, have the privilege to use Government IT resources for nongovernmental purposes when such use:

- involves minimal additional expense to the Government;
- occurs during non-work hours for reasonable duration and frequency;
- does not violate the Codes of Ethical Conduct;
- does not overburden any of the IRS' IT resources;
- does not adversely affect the performance of official duties;
- does not interfere with the mission or operations of the IRS; and
- complies with existing Federal Government, Department of the Treasury, and IRS policies for, but not limited to— ethics, security, disclosure, and privacy.

c.. Contractors, like employees, are specifically prohibited from inappropriate Internet usage such as participation in: gambling, pornography, personal communication on social networking sites, peer-to-peer (P2P) file sharing, downloading unauthorized programs or software, and other activities that open IRS information or information systems to security risks. Specific examples are referenced in [IRM 10.8.27, Exhibit 10.8.27-1, Prohibited Uses of Government IT Resources](#).

d. Contractors, like employees, are specifically prohibited from the pursuit of private commercial business activities or profit-making ventures using the Government's IT resources.

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The ban also includes the use of the Government's IT resources to assist relatives, friends, or other persons in such activities.

e. Contractors, like employees, are specifically prohibited from engaging in any political fundraising activity, endorsing any product or service, participating in any lobbying activity, or engaging in any prohibited partisan political activity, in accordance with, Title 5 - Code of Federal Regulations (CFR) - Part 735, Office of Personnel Management, Employee Responsibilities and Conduct.

f. Contractors, like employees, should have no expectation of privacy, while using any Government IT resources at any time, including (but not limited to) accessing the Internet or using e-mail.

Any unauthorized use may be reported to the Contracting Officer's Technical Representative (COTR), the Contracting Officer, and the Computer Security Incident Response Center (CSIRC) (for subsequent referral to the Department of Treasury Inspector General for Tax Administration (TIGTA) and/or the Personnel Security, Centralized Adjudication Group (CAG), as appropriate).

5. Replacement Personnel.

The contractor acknowledges that in the event of an alleged violation of the policies and rules on access, use or operation of IRS' IT resources, the IRS, at its discretion, may immediately withdraw access privileges of the contractor employee alleged to have violated said policies and rules, and request suspension of that employee from performance under this or any IRS contract pending the conclusion of its investigation of the matter. At the conclusion of the its investigation, if the IRS determines that extended or permanent revocation of access to IRS' IT resources computer systems and/or facilities, or other disciplinary action is warranted or in its best interest, the contractor agrees to remove the contractor employee that was the subject of the investigation within one day of official notification by the IRS of its access eligibility determination, and provide a replacement within five days. Replacement personnel must be acceptable to the IRS. The proposed replacement personnel must have a substantive amount of experience in the job position in which they will be performing; including equal or greater qualifications as the individual being replaced. In evaluating proposed replacement personnel, the IRS reserves the right to make an assessment on the technical and/or professional qualifications of the proposed substituting individual(s). The Contracting Officer (on the advice and recommendation of the COTR) has the right to disallow the proposed substituting individual(s) from performing under the subject contract, when the technical and/or professional qualifications of the proposed replacement personnel are determined (1) not to be substantially equivalent to the technical and/or professional qualifications of the personnel they are to replace, or (2) not sufficient to reasonably insure successful performance, or (3) otherwise endanger contract performance, progression, or completion. New hires or replacement personnel are subject to and must receive an acceptable (favorably adjudicated) contractor employee security screening conducted by Personnel Security.

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6. Monitoring Notification.

IRS management retains the right to monitor both the content and the level of access of contractor employees' use of IRS IT systems. Contractor employees do not have a right, nor should they have an expectation, of privacy while using any IRS information technology system at any time, including accessing the Internet or using e-mail. Data maintained on government office equipment may be subject to discovery and Freedom of Information Act requests. By using government information technology systems, consent to monitoring and recording is implied with or without cause, including (but not limited to) accessing the Internet or using e-mail or the telephone. Any use of government information technology systems is made with the understanding that such use is generally not secure, is not private and is not anonymous.

7. Subcontracts.

The Contractor shall incorporate this clause in all subcontracts, subcontract task or delivery orders or other subcontract performance instrument where the subcontractor employees will require access, use or operation of IRS information technology systems.

[End of clause]

H.26.2 IR1052.204-9005 – Submission of Security Forms and Related Materials

Include the following clause in all new solicitations, contracts, interagency agreements, task/delivery/purchase orders, and BPAs, including simplified acquisitions, and existing contracts and orders as prescribed in P&P No. 39.1(C) – Managing Contractor Access to IRS Owned or Controlled Facilities, Information Systems, or Sensitive But Unclassified (SBU) Information

SUBMISSION OF SECURITY FORMS AND RELATED MATERIALS
(AUG 2010)

(a) Contractor personnel hired for work within the United States or its territories and possessions and who require access, wherever the location, to IRS owned or controlled facilities or work on contracts that involve the design, operation, repair, or maintenance of information systems, and/or require access to sensitive but unclassified information, security items or products, must meet the following three *eligibility* criteria before a full background investigation will be initiated:

- (1) Must be Federal tax compliant, both timely filed and timely payment of any taxes due;
- (2) Shall either be at a minimum a U.S. citizen for high risk access, or have lawful permanent resident status for low and moderate risk (3 years of US residency required for moderate risk); and

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(3) For all males born after 1959, must be registered with Selective Service.

(b) All contractor personnel performing under the contract that require either escorted or unescorted access to IRS facilities, SBU information or information systems are subject to (and must receive a favorable adjudication or affirmative results with respect to) the following *suitability* pre-screening criteria, as applicable:

(1) Credit report results (moderate and high risk investigations only); and/or

(2) Federal Bureau of Investigation fingerprint results.

(c) Each contract employee assigned to work under this contract/order shall undergo investigative processing appropriate to the position sensitivity and risk level designation associated with the work to be performed, as described in TD P 15-71, Chapter I, Section 1. In support of this undertaking, the contractor shall furnish the following electronic documents to the Contractor Security Lifecycle Program (CSLP), per the instructions available on the publicly accessible website for IRS [Procurement](#), within 10 business days of assigning (or reassigning) a contractor employee to this contract/order and prior to the contract employee performing any work there under:

- The IRS provided Risk Assessment Checklist (RAC), and
- All required security forms (for new contractor employees), are available through the publicly accessible website for IRS [Procurement](#).

(Note: These documents (the RAC and security forms) are also available upon request from CSLP via email at CSLP@irs.gov)

(d) Concurrent with submission of the above-referenced materials to CSLP, the contractor shall email the Contracting Officer (CO), and the Contracting Officer's Technical Representative (COTR) to confirm this requirement has been completed. The notice shall identify the subject contractor employee by name and relevant contract/task order number(s), and list the materials submitted.

(e) Contractor personnel whose duration of employment exceeds 180 days must be eligible for access, per certification of tax compliance, and shall undergo, at a minimum a National Agency Check and Inquiries as a condition of work under the government contract. If the duration of employment is less than 180 days or access is infrequent (e.g., 2-3 days per month) and the contractor requires unescorted access, the contractor employee must be eligible for access, per certification of tax compliance, and require at a minimum a fingerprint check (Special Agreement Check). No background investigation or tax check is completed if the duration of employment is less than 180 days or access is infrequent when there is escort provided by an IRS employee or an approved contractor employee at the same or higher position risk level.

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(f) The contractor employee may commence work only upon notice of an interim or final approval for staff-like access, revalidation of access for contractor employee transfers from one IRS contract/order to another, or approved escorted access.

[End of clause]

H.26.3 IR1052.204-9003 – IRS Security Awareness Training Requirements

IRS SECURITY AWARENESS TRAINING REQUIREMENTS (AUG 2010)

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

(b) Contractors and their employees who require staff-like access to IRS information or information systems at an IRS facility or a contractor-owned/managed facility shall complete IRS security awareness training annually, as specified in the contract.1

***NOTE:** “IRS information” means Sensitive But Unclassified (SBU) information, as defined in [Internal Revenue Manual 10.8.1 – Policy and Guidance](#). SBU may be categorized in one or more of the following groups—*

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

(c) The contractor shall ensure all contractor employees who require staff-like access to IRS owned or controlled facilities, or IRS information or information systems, regardless of their physical location, complete one or more Information Protection briefings on computer security, disclosure, privacy, physical security, and/or UNAX, as specified by CSLP. Individually and collectively, these briefings make up the IRS Security Awareness Training (SAT) requirements for the Service’s information assets. Personnel required to complete SAT include, but are not necessarily limited to, contractor employees involved in any of the following activities:

- Manage, program or maintain IRS information in a production environment;
- Operate an information system on behalf of the IRS;
- Conduct testing or development of information or information systems on behalf of the IRS; or

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- Provide advisory and assistance (consulting) services, or administrative support.

Unless otherwise provided under the terms of the immediate contract/order, contractor employees in the following service categories with facilities access only who do not have access to IRS workspace, or who work in buildings where a clean desk policy is in place for all IRS employees, are not required to complete SAT –with the exception of Physical Security Training:

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

(d) All new contractor employees shall receive a system security orientation within the first ten (10) business days following initial assignment to any IRS contract/order, and IT security awareness training (commensurate with the individual's duties and responsibilities) within five (5) business days of being granted access to an IRS IT system.

(e) For each contractor employee assigned to this contract/order, the contractor shall submit confirmation of completed SAT (using the form at the [Mandatory Briefing](#) web site or upon email request to CSLP at CSLP@irs.gov), via email, to the Contracting Officer's Technical Representative (COTR) and the Contractor Security Lifecycle Program (CSLP) upon completion, but not later than ten (10) business days of starting work on this contract/task order.

(f) Thereafter, each contractor employee assigned to this contract/order shall complete SAT annually not later than April 30th of each year in which there P&P No. 39.1(C) Attachment 3 Page 3 of 3 is an ongoing period of performance (in either the base period or any exercised option period). The contractor shall submit confirmation of completed annual SAT on all contractor employees assigned to this contract/order, via email, to the CO, COTR, and the Contractor Security Lifecycle Program (CSLP) upon completion, or not later than May 12th of the then current calendar year or as requested by CSLP (whichever date is earlier).

(g) Contractors shall verify in writing within 30 days of award, and by May 12, of each year thereafter or as requested by CSLP (whichever date is earlier), that all of their affected employees have successfully completed the specified training. Verification reports shall be signed by an official with the authority to legally bind the Contractor.

(h) SAT is available on the [Mandatory Briefing](#) web site or if this site is not accessible, SAT materials will be made available by CSLP upon request via email to CSLP@irs.gov.

(i) Contractor employees who fail to comply with IRS security policy (to include completion and certification of SAT requirements within the timeframe specified) may be subject to having their access to IRS IT systems and facilities suspended, revoked or terminated (temporarily or permanently).

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[End of clause]

Alternate 1 (AUG 2010)

Substitute the following paragraph (g) for paragraphs (g) of the basic clause when an existing contract, task/delivery/purchase order, interagency agreement, or BPA is being modified.

(g) Contractors shall verify in writing within 30 days of contract modification, and by May 12, of each year thereafter, that all of their affected employees have successfully completed the specified SAT. Verification reports shall be signed by an official with the authority to legally bind the Contractor.

H.26.4 IR1052.204.9006 – Notification of Change in Contractor Employee Employment Status, Assignment, or Standing

**NOTIFICATION OF CHANGE IN CONTRACTOR EMPLOYEE
EMPLOYMENT STATUS, ASSIGNMENT, OR STANDING (AUG 2010)**

(a) The contractor shall notify the Contracting Officer's Technical Representative (COTR) and the Contractor Security Lifecycle Program (CSLP), via email, within one (1) business day of the contractor becoming aware of any change in the employment status, assignment, or standing of a contractor employee to this contract/order –to include, but not limited to, the following conditions:

Receipt of the employee's notice of intent to separate from employment or discontinue work under this IRS contract/task order;
Knowledge of the employee's voluntary separation from employment or performance on this contract/task order (if no prior notice was given);

Transfer or reassignment of the employee and performance of duties under this contract/task order, in whole or in part, to another IRS contract/task order (*and identify the gaining contract and representative duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation*);

Separation, furlough or release from employment;
Anticipated extended absence of more than 45 days;
Change of legal name;
Change to citizenship or lawful permanent resident status, or employment eligibility;
Change in gender or other distinction when physical attributes figure prominently in the biography of an individual; Actual or perceived conflict of interest in continued performance under this contract/task order (*provide explanation*); Death.

(b) The notice shall include the following minimum information:

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- Name of contractor employee
- Nature of the change in status, assignment or standing (i.e., provide a brief non-personal, broad-based explanation)
- Affected contract/task order number(s)
- Actual or anticipated date of departure or separation
- When applicable, the name of the IRS facility(s) this individual routinely works from or has access to when performing work under this contract/order
- Identification of any Government Furnished Property (GFP), Government Furnished Equipment (GFE), or Government Furnished Information (GFI) (to include Personal Identity Verification (PIV) credentials or badges) provided to the contractor employee and its whereabouts or status.

(c) In the event the subject contractor employee is working on multiple contracts/orders, notification shall be combined, and the cognizant COTR for each affected contract/order shall be included in the joint notification along with the CSLP.

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

[End of clause]

H.27 CONTRACTOR-FURNISHED ITEMS

Unless otherwise specified in a given task order, the contractor shall furnish all necessary management, supervision, labor, facilities, equipment, supplies and materials necessary to perform task orders.

H.28 INDIRECT COST RATE CEILINGS

The Government seeks to incorporate indirect cost rate ceilings into contracts with all offerors whose indirect rates have been approved, not been approved, or audited by a Government agency in accordance with FAR Subpart 42.707. Therefore, all offerors are encouraged to propose indirect cost rate ceilings. Accordingly, all proposed indirect cost rate ceilings will be contractually binding.

H.29 LABOR CATEGORIES

The labor categories represent the Government's best estimate of the kinds of personnel required for successful contract performance. It is recognized by the Government that the inventory of data processing and/or information systems, technologies, methodologies and processes ranges

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from obsolescent to near state-of-the-art and that the technology presently being introduced into the information technology marketplace is revolutionary rather than evolutionary. The ability of the contractor to respond to new technologies, methodologies, and processes is both necessary and appropriate. Although the contractor is expected to map from the contract categories to the contractor's own categories, for the purpose of matching resources to requirements, the use of additional labor categories not currently contemplated may be necessary over the term of the contract. Certain unique labor categories, as well as consultants, may be required under specific task orders.

H.30 CYBERSECURITY THRESHOLD SET-ASIDE

In accordance with FAR Subparts 19.8, the 8(a) Program, 19.13 HUBZone, Program and 19.14 SDVOSB Program, the TIPSS-4 SB CYBERSECURITY task area may use these programs as set-asides for task order requirements.

[End of Section]