

TIRNO-11-D-000XX
PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/Far/>

FAR CLAUSE NUMBER	TITLE
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The following shall apply to any Task Orders awarded on a fixed price basis:

52.242-15	Stop-Work Order (AUG 1989)
52.242-17	Government Delay of Work (APR 1984)

The following shall apply to any Task Orders awarded on a cost reimbursement basis:

52.242-15	Stop-Work Order (AUG 1989)
	Alternate I (APR 1984)

F.2 TERM OF CONTRACT

(a) The term of this multiple award Indefinite Delivery/Indefinite Quantity (IDIQ) contract is from the date of award for a base period of one year with nine, one-year options.

The base year period of performance is 12 months (06/23/2011/ through 06/22/2012).

Option Year 1 period of performance is 12 months (06/23/2012 through 06/22/2013).
Option Year 2 period of performance is 12 months (06/23/2013 through 06/22/2014).
Option Year 3 period of performance is 12 months (06/23/2014 through 06/22/2015).
Option Year 4 period of performance is 12 months (06/23/2015 through 06/22/2016).
Option Year 5 period of performance is 12 months (06/23/2016 through 06/22/2017).
Option Year 6 period of performance is 12 months (06/23/2017 through 06/22/2018).
Option Year 7 period of performance is 12 months (06/23/2018 through 06/22/2019).
Option Year 8 period of performance is 12 months (06/23/2019 through 06/22/2020).
Option Year 9 period of performance is 12 months (06/23/2020 through 06/22/2021).

(b) In accordance with FAR 52.217-9, Option to Extend the Term of the Contract, the Government may extend the term of this contract by written notice to the contractor at any time within the term of the

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contract, provided that the Government gives the contractor a preliminary written notice of its intent to extend at least **60 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.

F.3 TASK ORDER PERIOD OF PERFORMANCE

The period of performance will be specified in each individual task order. Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period. Notwithstanding anything to the contrary above, orders using annual appropriations for severable services may exceed 12 months and must be fully funded. An order shall not be placed under the basic contract if the basic contract has expired, or has been terminated, or cancelled by the Government.

F.4 PLACE OF PERFORMANCE

A large percentage of the work under this contract will be performed in the Washington, D.C. Metropolitan area. Other performance locations may include all of the United States, its territories and occasionally international locations throughout the world. However, the exact location(s) will be specified in the individual task orders.

Task orders contemplating travel will have a specific CLIN with a not-to exceed amount. Travel and per diem will be reimbursed at actual cost in accordance within the limitations set forth in FAR 31.205-46 and the General Services Administration's [Federal Travel Regulations](#). Profit shall not be applied to travel costs.

F.5 DELIVERABLES

(a) All applicable deliverables, their required delivery dates, and destination of delivery will be specified in each task order issued under this contract. The schedule for completion of work to be performed under this contract will be delineated in each task order issued under this contract, as applicable.

(b) For purposes of delivery, all deliverables shall be made by 4:00 P.M. local time (Washington, DC) at destination, Monday through Friday, unless stated otherwise in the task order.

(c) All deliverables submitted by compact disk (CD) shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two federal business days after notification of the presence of a virus.

F.5.1 DELIVERABLES COVER LETTER

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Each contract level and task order-level deliverable shall be accompanied by a cover letter from the contractor on company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package. A sample letter is shown in Section J.8, Figure J.8.1.

F.5.2 DELIVERABLES ACCEPTANCE FORM

Each task order level deliverable or work product shall be accompanied by an Inspection, Acceptance and Receiving Report form. The form is to be signed by the Contracting Officer's Technical Representative (COTR) after they have reviewed and/or tested the deliverable based on the acceptance criteria and established acceptance period defined in the task order.

The COTR's signature indicates the review has been completed and the deliverable is accepted. Multiple deliverables for a task order may be accompanied by a single form describing the contents of the complete package. A sample form is shown at Section J.8, Figure J.8.2.

F.5.3 NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates difficulty in complying with any contract delivery schedule, the contractor shall immediately provide written notice to the Contracting Officer (CO) and the COTR. For any task order level deliverable, the contractor shall provide written notification immediately to the COTR, with a copy to the CO. Each notification shall give pertinent details, including the date by which the contractor expects to make delivery; provided, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

**F.5.4 RETURN OF GOVERNMENT FURNISHED INFORMATION/PROPERTY
(GFI/GFP)**

The contractor shall return all Government information, property, and data used in conjunction with the performance of task orders under the contract to the COTR or per instruction from the CO. The GFI/GFP, whether furnished by the government to the contractor or acquired by the contractor with government funding, shall be delivered/transmitted within 30 federal business days of completion of the applicable task order.

F.6 SUBMISSION OF CORPORATE REPORTS

(a) The Government requires sufficient information to monitor cost, schedule and technical data on its projects. The reports, to be described in the below paragraphs F.7 through F.10, identify the cost and schedule data elements the Government requires in order to fulfill those requirements. The cost and

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schedule requirements also provide the basic information needed to manage a task order. The TIPSS-4 SCHEDULE OF REPORTING REQUIREMENTS, at Figure 1 (See below), describes the types of reports required, the number of copies, distribution and frequency. Each report shall conform to the sample formats contained in Section J.8, Figures J.8.3 through J.8.8, unless specified otherwise in the contract.

(b) In general, the title of the reports shall contain the contractor’s name and the TIPSS-4 contract number. Reports required under this contract shall be delivered to the CO, and the COTR. The addresses of the CO and COTR will be provided at time of contract award. The address of the COTR will be specified on individual task orders or upon written notice by the CO. Any changes by the CO or COTR will be provided in writing by the CO.

(c) Contractors shall utilize IRS-standard compliant software for reporting purposes unless specified otherwise in the task order. The current IRS word processing standard is Microsoft Word 2003. Microsoft Office 2003 Professional is the current office suite of tools. The standard project management tool is Microsoft Project 2003.

(d) Contracting Officers of the Department of the Treasury and its Bureaus shall have the authority to request the standard reports or different reports and program reviews for their specific task orders. Such special terms and conditions will be included in the individual Task Order Request for Technical & Price Proposal or Task Order Request for Technical & [Cost Proposal \(RTCP\)](#) according to their standards. The required reports are more fully described in the subparagraphs below.

FIGURE 1: TIPSS-4 SCHEDULE OF REPORTING REQUIREMENTS

Report Description	Number of Copies	Due Dates
Contractor Accounting Period Reports (Section F.7)	1-CO 1-COTR (TO award only)	10 federal business days after contract award and 10 federal business days PRIOR to the beginning of the Contractor’s fiscal year
Task Order Status Reports (Section F.8)	1-CO 1-COTR	10 federal business days after the end of each of the Contractor’s Accounting Periods
Quarterly Government-Owned / Contractor-Held Property Reports (Section F.9)	1-CO 1-COTR	10 federal business days after the end of each reporting period: October 1 – December 31 January 1 – March 31 April 1 – June 30 July 1 – September 30
Quarterly Agency/Bureau Task	1-CO	10 federal business days after the

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Report Description	Number of Copies	Due Dates
Order Reports (Section F.10)		end of each reporting period: October 1 – December 31 January 1 – March 31 April 1 – June 30 July 1 – September 30
Bi-Annual Subcontracting Reports (Section F.11)	1-CO 1-IRS Small Business Program Office, Ms. La Tonya Richardson, OS:A:P:P 6009 Oxon Hill Road Suite 800,Oxon Hill, MD 20745	30 calendar days after the close of each calendar period (CP). Dates due: April 30 (CP 10/01-3/31) October 30 (CP 4/01- 9/30)
Recertification of Small Business Size Status Report (Section F.12)	1-CO 1-IRS Small Business Program Office, Ms. La Tonya Richardson, OS:A:P:P 6009 Oxon Hill Road Suite 800,Oxon Hill, MD 20745	(1) Within 30 calendar days of an approved contract novation, (2) In the case of a merger or acquisition, where contract novation is not required, the contractor must, within 30 calendar days of the transaction becoming final, (3) No more than 120 calendar days prior to the end of the fifth year of the contract, (4) No more than 120 calendar days prior to exercising any option after the fifth year of the contract

F.7 CONTRACTOR ACCOUNTING PERIOD REPORTS

- (a) The contractor shall provide a written list of the beginning and ending dates of their accounting period for the **current fiscal year** within 10 federal business days after contract award to the COTR and the CO.
- (b) Thereafter, 10 federal business days **prior** to the beginning of the contractor’s fiscal year, the contractor shall provide a written list of the beginning and ending dates of each of their accounting periods for **that fiscal year** to the COTR and the CO.

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F.8 TIPSS-4 TASK ORDER (TO) STATUS REPORTS

(a) TIPSS-4 requires standard Task Order Status Reports for all task orders administered by the IRS. The type of status report may vary by the type of task order issued. The status report type will be identified upon task order award. The TO Status Report shall be at the task order level unless a lower Work Breakdown Structure (WBS) level of reporting is explicitly required and stated in the Task Order RTPP or RTCP. Subparagraphs F.8.1 and F.8.2 describe the types of reports required for each task order type.

(b) The contractor shall submit all TO Status Reports within 10 federal business days after the end of each of the contractor's accounting periods. Such due dates are subsequently not subject to change, except by mutual agreement of the parties in a written modification.

(c) All task order costs reported shall be fully burdened, including fee, unless requested otherwise. All TO Status Reports shall reflect accurate actual costs incurred and hours utilized. Incrementally funded task orders shall be planned and reported at the current obligated amounts. All TO Status Reports shall include Subcontractor costs and hours. If estimates are used; the contractor is responsible for noting in the report which figures are estimates and to what extent.

F.8.1 TIPSS-4 TO STATUS REPORTS

(a) The IRS must be able to monitor the cost, schedule, and labor utilization of each task order against its baseline plan and schedule of deliverables. The contractor shall submit Cost Reimbursement TO Status Reports in the format at Section J.8, Figure J.8.3, TIPSS-4 TO STATUS REPORT, which the figure identifies each required element and the format in which they are to be presented in the TO Status Report. The following items must be addressed in the report narratives:

- (1) Work Accomplished During the Reporting Period;
- (2) Issues or Anticipated/Current Problems (including Exceptions to Plan); and
- (3) Planned Work for Next Period.

(b) Detailed explanations along with any corrective actions shall be prepared in all instances where:

- (1) The cost or schedule variances exceed plus or minus ten percent (10%);
- (2) The estimated completion date exceeds the scheduled completion date;
- (3) The actual delivery date is different from the deliverable due date; and/or,
- (4) The estimate at completion exceeds the current task order value.

(c) Project plans must be based on available funding obligated to date, unless identified otherwise in the Completion Status Report. This will enable the Government to plan for additional funding requirements

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and will alert the Government to potential shortfalls that could adversely impact projects. Project plans must be updated as funding and/or schedule changes are made to the task order.

(d) The contractor shall attach copies of any Deliverable Cover Letters sent (not the deliverables) and any Deliverables Acceptance Forms approved during the reporting period to the Completion TO Status Reports submitted to the Contracting Officer and the COTR (See subparagraphs F.5.1 and F.5.2, above).

F.8.2 TIPSS-4 FIRM-FIXED-PRICE TO STATUS REPORTS

(a) The Government must be able to monitor deliverable progress and interim deliverables against its baseline plan and schedule of deliverables. The contractor shall submit Fixed-Price TO Status Reports in the format at Section J.8, Figure J.8.4, TIPSS-4 FIRM-FIXED-PRICE TO STATUS REPORT. Figure J.8.4 which identifies each required element and format of the report presented. The following items must be addressed in the report narratives:

- Work Accomplished During the Reporting Period
- Issues or Anticipated/Current Problems (including Exceptions to Plan)
- Planned Work for Next Period

(b) Detailed explanations, along with any corrective actions shall be prepared in all instances where:

- (1) The Planned Completion Date exceeds the Period of Performance, and/or
- (2) The actual delivery date is different from the deliverable due date.

Provide a description of any unresolved and/or anticipated problems, as they relate to the cost, deliverable dates, the Planned Completion Date or the software development plan schedule.

(c) The contractor shall attach copies of any Deliverable Cover Letters (not the deliverables) sent and any Deliverables Acceptance Forms approved during the reporting period to the status reports submitted to the CO and the COTR (See subparagraphs F.5.1 and F.5.2 above).

F.9 TIPSS-4 QUARTERLY GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY REPORTS

The contractor shall submit a report of Government-Owned/Contractor-Held Property for each active task order on a quarterly basis. One copy for all tasks shall be provided to the CO and the COTR. Each COTR designated in task orders shall also receive a copy for their assigned task order(s). If no Government-Furnished Property has been provided, enter "NONE" on the report. The report shall provide the information shown at Section J.9, Figure J.9.6 and Figure J.9.7.

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F.10 TIPSS-4 QUARTERLY AGENCY/BUREAU TASK ORDER REPORT

On a quarterly basis, the contractor shall provide the information as described at Section J.8 to the CO and the COTR. The report will allow the IRS to collect a limited amount of data required for the Department of the Treasury, and other Government oversight reports. This data is also required for all tasks not managed by the IRS.

F.11 BI -ANNUAL SUBCONTRACTING REPORTS

Prime Small Businesses shall submit bi-annual reports, which document the percentage of work performed per FAR 52.219-14. See the electronic attachment labeled J.13.1 for reporting requirements. The contractor shall ensure that its subcontractor(s) agree to submit reports (if required), enabling them to capture the data required for reporting purposes.

Reports will be reviewed by the CO and the Small Business Specialist (SBS) within 10 federal business days after receipt of the reports. Any Small Business Awardee found not to be in compliance with FAR 52.219-14 will be placed on probation for the subsequent six month period until the submission of the next report. If a prime Small Business contractor, on probation, upon review of the next report, is still found not to be in compliance with FAR 52.219-14, the Small Business contractor will not be allowed to submit proposals on any subsequent task orders, and the next option year will not be exercised. The Small Business contractor will be allowed to complete work on existing task orders, but will no longer be considered a TIPSS-4 SB contractor.

F.12 RECERTIFICATION OF SMALL BUSINESS SIZE STATUS REPORT

All TIPSS-4 Small Business contractors are required to recertify its small business size status at the following periods:

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

The Recertification of Small Business Size Standard Report shall be submitted as required above to the CO. The Report shall include the Company's Name, Address, Phone Number, POC Name, and Contract Number. The Report shall also state which time period from the above listing the report is addressing. The Report shall also reflect the NAICS code as designated in the TIPSS 4 SB contract and the applicable size standard at the time of submission of the report. Finally, the Report shall indicate the company's size based on the NAICS code and size standard. The Report shall be signed by an official at the company authorized to bind the company. The CO will review the reports within 10 federal business

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days. If a prime Small Business contractor is found to have certified itself as other than small, the contractor will be notified by the CO via letter that they will not be allowed to submit proposals on any subsequent task orders, and the next option year will not be exercised. The prime Small Business contractor will be allowed to complete work on existing task orders, but will no longer be considered a TIPSS-4 SB contractor.

(End of Section)