

Information Technology Support Services-5 (ITSS-5)

**Department of Justice (DOJ)**  
**Information Technology Support Services (ITSS) 5**



**Contract Number: 15JPSS18DPZM00011**

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## Information Technology Support Services-5 (ITSS-5)

### 1. BACKGROUND

(a) Most Department of Justice (DOJ) organizations are staffed with computer specialists, systems analysts, and programmers to provide information technology (IT) support services. Nevertheless, they do not maintain a sufficient staff of personnel to meet the anticipated demand for systems development and other IT support services. Nor do they maintain technical expertise in the wide range of equipment, operating systems, languages and applications currently in use, planned or potentially applicable within the Department.

(b) When DOJ organizations cannot fulfill their requirements using in-house staff, they often need contractor support quickly. Realizing this need, the Department decided to establish a set of contracts to provide software development and other IT-related services to Department components. Under the ITSS program the current set of nineteen contracts was awarded in March 2011 and includes a base year and six option years.

(c) Since its inception, the Department has required that the contractors under the ITSS program compete for the work at the task order level except in very rare situations as determined by the Contracting Officer. Competition at the task order level has proven cost-effective, and has yielded significant savings. It has enabled the Government to obtain high-quality technical expertise at a reasonable cost.

(d) The ITSS contracts are available for use by DOJ Government managers on a voluntary basis.

(e) Fee-for-Service. This IDIQ Multiple Award Contract vehicle may be utilized by any DOJ component (e.g. Office, Bureau, or Division) on a fee-for-service basis. The DOJ Office of the Chief Information Officer (OCIO) will coordinate with the COR specified in Section 20 herein, to create the specific fee-for-service schedule for the ITSS-5 program and establish Intra-agency Agreements as necessary to transfer and/or reimburse funds to DOJ to compete, award, and oversee the work plan requests and resulting task orders. The fee-for-service schedule established at the onset of this contract may change from time-to-time as determined by the Office of the CIO, but not more than once per fiscal year. The unit prices contained in this contract do not include any kind of industrial funding fee or similar charging factor.

### 2. OBJECTIVE

(a) The ITSS-5 contracts may be used to fulfill a wide range of requirements in any of the Systems Development Life Cycle (SDLC) areas described herein. While the variety and scope of services that will be required is known, the specific tasks to be ordered over the coming years, and their distribution across the SDLC, are not clear. The continuing emergence and rapid adoption of new technologies by Government agencies strongly suggest that the very nature of IT support services tasks will not necessarily resemble that of prior years. Large-scale systems integration acquisitions, new applications within DOJ component organizations, and the integration of and modifications to current systems, which may include transmission into a cloud environment, will have significant impacts on future development efforts in DOJ agencies.

(b) The Department anticipates that the ITSS contracts will be used to provide IT services that:

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- (1) Go beyond sustaining and expanding use of current hardware, operating systems and software.
- (2) Increase business effectiveness and automation through the effective use and adoption of systems by leveraging new technologies and applications, best practices, and software.
- (3) Create new applications and introduce new technologies as they emerge.
- (4) Give expert assistance in configuring and managing computer hardware, software and networks, in training users, and in improving systems and network security.
- (5) Facilitate business change and flexibility by architecting, designing, and developing solutions that enable the rapid realization of new or changed requirements.
- (6) Protect the business by ensuring that systems, applications, data and practices are secure.
- (7) Measure and continually improve customer service and satisfaction.

### **3. SCOPE**

The ITSS-5 multiple award contracts are available for use by the entire Department of Justice on an indefinite delivery, indefinite quantity, task order basis to provide the full range of information technology support services, spanning the entire Systems Development Life-Cycle. The scope for ITSS-5 also includes the potential acquisition of hardware, software, and other equipment to support client needs as specified in 19.1(b). The scope of each ITSS-5 contract will cover the full range of SDLC and functional areas for both Unrestricted and Service Disabled Veteran Owned Small Business (SDVOSB) Contractors. Non-personal support services may be provided anywhere in the United States and its territorial possessions, and occasionally in foreign countries when specific authorization has been provided by the Government. Information on DOJ agencies can be found at <http://www.justice.gov/>.

### **4. CONTRACT MANAGEMENT AND ADMINISTRATION**

*Preamble: This contract and the Statement of Work (SOW) which follows allow for but do not require “performance based” service contracting. The DOJ and the Contractor encourage the DOJ components that utilize this contract to plan for and write their individual task requirements such that the Government’s overall performance based service contracting objectives are met to the maximum practicable extent.*

#### **4.1 General**

The Contractor shall provide all management, administration, staffing, planning, and scheduling for all services required by the contract and/or task order. These activities include, but are not limited to:

- (1) All activities associated with preparing proposals in response to the Department’s Work Plan Requests (Section 4.2), submitting the proposals to the Department, and negotiating task order requirements.

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- (2) All activities associated with recruiting and hiring staff, such as advertising, screening applicants, interviewing, reference checking, etc.
- (3) Maintaining “in-house” skills, teaming and/or subcontract arrangements to ensure that staff with the requisite experience, skills and knowledge are available on short notice.
- (4) Screening and processing prospective contract staff to ensure all Contractor employees used under this contract meet personnel hiring and security clearance requirements.
- (5) All activities associated with management of the Contractor's facilities that may be utilized, including obtaining space, equipment, furniture, supplies, maintenance, etc.
- (6) Utilizing electronic means to conduct business transactions under this contract to the maximum extent feasible. This will include, but is not limited to, Contractor receipt of Work Plan Requests, Contractor submission of proposals in response to such requests, Government/Contractor electronic mail exchange to support administration of active task orders, Contractor invoicing, and electronic funds transfer for payment of approved invoices.

*Note: After contract award, the Contractor and the Contracting Officer will agree on the methods and scope of electronic communications that the Contractor shall follow during the contract period.*

- (7) Ensuring facilities used for the Contractor's performance of this contract meet all physical security requirements of the contract.
- (8) Planning, scheduling and procuring airfare, lodging accommodations, and ground transportation for all approved travel by Contractor personnel. Ensuring that invoiced travel costs are itemized in accordance with the Government travel guidelines in effect at the time of travel (See Section 19.5).
- (9) Planning for and making all necessary arrangements to ensure that Contractor personnel performing field work have all necessary supplies and equipment by the time they arrive at the site.
- (10) Reserved.
- (11) Assembling billing data and billing back-up materials, including all time and materials needed for preparing any responses to Government billing rejection letters. Generating, distributing, and tracking invoices, including generating reports and responding to inquiries regarding invoice status, tracking which deliverables and/or units have been invoiced and which have not, etc.































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to support content analytics, which covers tools to analyze text, audio, video, images, system logs, and data markups.

### **5.1.3.20 Agile Development**

Assist DOJ organizations in developing agile methodologies and transitioning from waterfall development to agile development. Provide agile training and coaching to development teams. Lead agile development efforts for new development projects.

Agile is an iterative and incremental approach to software development centered on embracing change and reducing risk through customer collaboration and the quick delivery of valuable, quality products. Agile teams, made up of developers, testers, and architects, work collaboratively with the primary customer point-of-contact to deliver working software at the end of each iteration (or time-box). The team focuses on having a continuous improvement and learning mindset, inspecting and adapting the product and the process after each time-box. Developers may utilize practices such as Test Driven Development (TDD) or Behavior Driven Development (BDD) to ensure delivery of quality code. These practices ensure the code is properly unit tested, while keeping the code base simple and maintainable. Additionally, to further enhance agility, the team should look to automate unit/integration tests where possible and enable more frequent and efficient testing.

To support true agility and a culture of collaboration, agile coaches should be available to provide training in core agile values and principles, facilitate agile ceremonies, and provide mentorship to individuals in key agile roles (Product Owner, ScrumMaster, Project Manager). In cases where agile must scale across multiple teams, it is important to have an understanding of available frameworks, like the Scaled Agile Framework (SAFe), as a starting point to scale the benefits of agile teams to the enterprise level, tailored for the DOJ environment.

### **5.1.3.21 Cloud Services**

Develop strategies for moving to the cloud – covering public cloud, private cloud, and hybrid cloud models. Develop approaches and implement tools to enable the provisioning of an agile infrastructure. Develop plans for and manage the migration of applications from premise-based data centers to the cloud. Identify cloud security requirements and leading practices. Identify and implement software solutions that can be deployed across the DOJ organization as a software-as-a-service.

Architect, implement, and integrate cloud solutions including infrastructure-as-a-service (IaaS), platform-as-a-service (PaaS), and software-as-a-service (SaaS). Includes monitoring and maintaining cloud services in private, public, and hybrid models as well as working with security engineers to ensure cloud services are accessible and secure.

### **5.1.3.22 DevOps Engineering**

Implements a methodology that emphasizes the collaboration and communication of both [software developers](#) and other [information-technology](#) (IT) professionals while automating the process of software delivery and infrastructure changes. DevOps aims at establishing a culture











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Specific areas of support include help desk support, call center support, and a full range of technical support in all areas of computer knowledge. This includes programming, systems design and development, systems analysis and other software tasks. It includes the ability to operate computer systems and associated peripheral equipment including servers, monitors, disk-drives, printers and modems. Support may be requested in mainframe, minicomputer and/or personal computer environments, mobile/personal technology platforms, and in field sites. The technical assistance may include database maintenance, performance monitoring and tuning, networking and telecommunications support.

### **5.1.6.9 Field Site Operational Support - (Short and Long-Term)**

Provision of IT-skilled personnel permanently in major client organization offices (long-term). Their purpose is to provide assistance to local managers in the performance of various IT functions such as local requirements analysis, systems change requests, implementations, on-the-job training in the use of various COTS hardware and software and in-house developed systems. Generally these personnel will be located in major metropolitan areas but will involve occasional travel (short-term) to smaller, more remote field offices to provide similar services at those offices whose workload cannot justify permanent support.

### **5.1.6.10 Records/Document Management and Information Distribution**

Use of automated systems to manage and distribute records and documents. Records management includes, but is not limited to, data entry, tracking, archiving and destruction, reporting and security of paper records through the use of automated tools such as bar-coding. Document management includes, but is not limited to, records management and the use of automated tools to assist in gaining control over revision cycles, tracking revision history, setting user authorizations, redlining, multiple department communications and data-sharing, and storing the metadata about an organization's documents to assist in search and retrieval. Includes the conversion of paper records to electronic records (eRecords) to comply with the 2012 Presidential Memorandum -- Managing Government Records and subsequent guidance including the NARA Records Management Directive on August 24, 2012.

### **5.1.6.11 Data Conversion**

Data conversion and migration services to move data between existing client organization systems and between existing and new systems. This could be across operating systems and/or hardware platforms or between different databases. It applies to client organization application files and end-user database files. Activities include creating file inventories, developing procedures for, and conducting, data conversions and ports, and acceptance testing activities. Also includes developing procedures and proposed methods for performing file migration with a minimum disruption to end-users.

### **5.1.6.12 Data Entry**

Initialization of data collection processes to capture existing unstructured data to validate data being captured, verify integrity of data collected, and assure all data captured complies with

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data administration standards. Includes system data dictionaries and documentation to support data collection functions. Personnel may operate keyboard-controlled data entry devices to transcribe data into forms suitable for computer processing. The work requires experience and judgment in searching, interpreting and selecting items from a variety of source documents.

### **5.1.7 Other IT-Related Services**

Examples include technical and quality reviews, documentation of existing systems and procedures, preparation of IT standards and procedures, preparation and performance of special presentations, provision of IT training, document analysis, data collection and operational analysis.

## **5.2 Information Systems**

### **5.2.1 System Types**

Task orders may require SDLC support for virtually any type of information system. It is likely that the following system types will require support under the ITSS-5 contracts:

1. **Infrastructure Systems.** These systems provide the primary infrastructure upon which much of the operational and administrative systems run. Infrastructure systems include basic WAN and LAN routing and switching systems, security systems such as firewalls and intrusion detection/prevention systems, load balancers, virtual resource managers (DNS, IP Addresses, DHCP, etc.), utility services (Time, DNS, Virus Definition distribution, patching, system administration, logging, monitoring, management, common UI administration, etc.), virtual environment/machine management environments, database environments, application hosting environments, common text and video messaging environments, common user/identity repositories, collaboration environments, trouble ticketing systems, file sharing environments and systems and other systems which provide a common infrastructure solution for multiple components and/or agencies.
2. **Administrative Systems.** These systems provide operational support for administrative functions such as procurement tracking, property management, inventory control, etc., and may interface with financial management, human resource, and other types of systems. Also included are Decision Support Systems that retrieve high level information accurately and expeditiously, and are intended to aid managers and executives in making management decisions. Inventory Control systems include the management and tracking of real and other property owned by the user and may involve development, operation, maintenance of systems, application programs and databases associated with inventory management. Property Management systems track data relating to the various aspects of the property in an organization. This serves as a management resource for obtaining timely and accurate data for the status, location, availability, specifications, condition and history of all pieces or sets of property.

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3. Financial Management Systems. These systems involve the day-to-day tracking of financial allotments, apportionments, budgets, obligations, expenditures, payments, reimbursements, refunds and transfers. They include also the development and provision of data for use in budget formulation and obligation control. Systems or subsystems may include general ledger, disbursements, accounts receivable and payable, purchasing and job cost-accounting.
4. Human Resource Systems. These systems involve processing of personnel and payroll actions for various user organizations. The systems also provide data on equal employment opportunity, application tracking, position management, personnel security, and training.
5. Case Management/Tracking Systems. These systems provide detailed and aggregate information on cases and matters, summary information on the implementation of Departmental priorities, and operational management information such as stages-of-case-proceedings. These systems also provide summary-level case management information to meet senior management and administrative needs, and to respond to Congressional and oversight agency queries.
6. Litigation Support Systems. These systems support the litigation of cases involving many documents. They help the legal staff in performing tasks critical to successful litigation including document production, information retrieval, information transfer, information analysis, activity management, and preparation for in court presentations. This support aids attorneys and paralegals in performing generalized legal research, document control, case-file information-handling, and in court presentation before jurors.
7. Law Enforcement Systems. These systems are used to give information, insight and trends concerning law enforcement activities. The systems are developed as tools to help in enforcement activities and collect data from diverse sources (both automated and non-automated systems, public, and Government sources). Enforcement activities are divided into two groups: Intelligence and Operations. Enforcement intelligence groups use Law Enforcement Systems to establish covert criminal trends, establish links between seemingly separate criminal activities, and identify activities of criminal organizations, while Enforcement Operations use these systems to gain information on suspects, gangs, and criminal organizations before and after establishing a case. Law Enforcement Systems are also used to give Law Enforcement Agents information to identify the location and description of a suspect(s), and information necessary to capture a suspect as safely as possible.
8. Geographic Information Systems. These systems extract information from maps, photographs and demographic reports and record it in computer databases. The output products may include statistical reports, maps and graphics that represent statistical relationships, such as bar charts or area maps. The output graphically explains specific conditions, such as population densities or property ownership.

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9. Electronic Commerce. These systems support the transfer of documents and business transactions over local and wide area networks (using standard protocols such as X12, X.400 and X.435 and standards being developed by industry and the Federal Government) and the Internet. Electronic Data Interchange and electronic fund transfers are examples of electronic commerce.
10. Video Conferencing. This includes the real-time, two-way transmission of voice and images between two or among more locations. Allow remote collaboration technology and interoperability with multiple clients and remote portable devices.
11. Electronic Document/Content Management. Electronic document/Content management (EDM/ECM) systems provide automated tools to electronically organize documents and coordinate their processing for developing, revising, tracking, and distributing documents throughout the life-cycle of the documents. EDM software and services include, but are not limited to, managing/controlling access to information from any source; managing revisions; providing users with efficient information access; automatically taking documents through the review, revision, and approval process; assuring that, as any key information changes, all dependent information changes as well; ensuring users have access to the most recent version of a document as soon as possible; providing the ability to import, assemble, store, and reuse information from any source (data, text, spreadsheets, graphics, images, CAD, voice, video); and, giving users intelligent access to information from any source for viewing or virtually any computer platform.
12. PMO Support Systems and Tools. These systems provide a collaborative environment for the PMO and associated project teams to manage projects through use of a centralized repository system. Tools will include those which will integrate or track program and project plans from inception through closure such as Project Server and SharePoint, and will be able to provide consolidated reporting or dashboards for tracking and measurement analysis. The document repository system should include features such as version control, change control management, workflows for approvals, feedback, and dispositions.
13. Mash-up Systems. These systems are web-based applications that combine data or functionality from two or more external sources to create a new service. For example, Geographic Information Systems (GIS) could be incorporated with other applications as mash-ups.
14. Mobile Solutions. These systems provide tools and techniques to deliver solutions to a mobile workforce, including solutions working in a connected and disconnected state via mobile devices including mobile computers, personal digital assistants and smart phones.
15. Unified Communications and Collaboration. These systems will be used to consolidate traditionally disparate communication methods (i.e., voice and video) on the data (IP) networks of Components. These systems will integrate real-time communication services such as IP Telephony, presence information, instant messaging, and video conferencing with non real-time communication services such as voicemail, e-mail, and text. These

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services will allow Components to provide a consistent unified user interface and end user experience across multiple devices and media types. This system will also afford Components the ability to streamline and enhance the functionality of their IT environment while making their user base more efficient and reliable in day-to-day communication.

16. Identity Management Solutions. These solutions are used to support biometric, card-based access control systems and derived credentials. They would include a provisioning infrastructure, workflow engines to implement management processes, and administration of user privileges and permissions.
17. X as a Service (XaaS) Offerings. These services are used to provide access to infrastructure, platform, network, software, and other traditional IT resources based on a consumption model.

### **5.2.2 DBMS and Language Types**

Task orders may require SDLC support including ability to consolidate and migrate for virtually any type of software application, database management system (DBMS), and language. The tools listed below are representative of the kinds of tools likely to be required to support Work Plan Requests (WPRs). Individual WPRs will identify the specific tools that will be used, including tools beyond this list.

1. Oracle/Oracle Tools
2. Java and Java tools
3. ASP.NET
4. Azure Services Platform
5. Remedy
6. BMC Patrol
7. HP OpenView
8. CiscoWorks and other ACS products
9. Sourcefire
10. Fortinet
11. OpNet
12. Splunk
13. Syslog NG
14. NetFlow
15. VMWare and other hypervisor solutions
16. Puppet, Chef and related products for the management of VM configurations
17. RIMM Blackberry Enterprise server
18. ArcSight
19. Foundstone
20. AppDetective
21. Proofpoint mail gateways
22. iPhone OS 9.x Application SDK
23. Browsers

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24. C, C++
25. Microsoft Products:
  1. MS Access
  2. MS SharePoint including MOSS 2007 and beyond
  3. Exchange 2003 / 2007
  4. SQL Server 2008 and beyond
  5. ILM/FIM
  6. SMS, SCCM, SCOM, MOM, all versions
  7. Team Foundation Server (TFS)
  8. Microsoft Test Manager (MTM)
  9. Visual Studio
26. Symantec Products: Endpoint protection; Net Backup, SVS
27. Guardian Edge, Credant and other data at rest
28. Applied Identity ID Unify
29. ActiveIdentity middleware and OCSP middleware software for smartcards
30. Pointsec
31. WSUS
32. LanDesk, all modules
33. Sybase
34. DB2
35. Rational Tools
36. HTML, XML
37. Web Portals, Web Services, Web 2.0
38. .Net
39. Adobe/PDF and other image file formats, Adobe LiveCycle, Creative Suite
40. Business Objects
41. Siebel
42. ESRI Products
43. PerlScript
44. SAN Technology including NetApp SAN and storage solutions
45. Apache Tools (Tomcat, Struts)
46. Hibernate
47. Nagios
48. C#.NET
49. Amazon Web Services (AWS)
50. MS Azure
51. Open Source tools
52. TeamCity
53. Jira
54. SpecFlow
55. Big Data Technologies (e.g., Hadoop, MapReduce, Accumulo, Hive, HBase, Spark, Sqoop, Solr, Elasticsearch)

The following are considered legacy DBMS and language types and may require operational support under the ITSS-5 contracts:

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1. End-User Personal Computer Software (1-2-3, etc.)
2. Powerbuilder
3. Optimal J
4. Model 204
5. COREL products including Word Perfect Office

### **5.2.3 Computer Environment and Operating Systems**

Task orders may require SDLC support for virtually any type of computer environment or operating system. Includes migrating to new environments/platforms and sunsetting older technology.

It is likely the following types and their successors will require support under ITSS-5 contracts:

1. IBM System 390 compatible mainframe computers
2. IBM AS/400
3. Intel compatible microcomputers
4. Unix servers
5. Client/Server (Cooperative computer interaction)
6. Netware (Network Operating System)
7. Windows Server 2008/2012
8. Windows 7
9. Microsoft Office 2007, 2010, and beyond
10. Unix/Linux (Solaris, SCO, HP/UX, AIX, Redhat, etc.)

The following are considered legacy environments and operating systems and may require operational support under the ITSS-5 contracts:

1. Model Driven Architecture (MDA)
2. Class C2 System (Systems conforming to a C2 level of trust)
3. Windows Server 2000
4. Windows XP/Vista

## **6. STAFFING REQUIREMENTS**

(a) The Contractor shall provide only personnel who are fully qualified and competent to perform their assigned work and who possess the basic qualifications for each labor category listed below. In addition to the basic qualifications, the qualifications of personnel assigned to each task performed under this contract shall include the specific expertise required for the performance of the task order.

1. Program Manager
2. Task Manager
3. Project Manager
4. Business Process Engineer
5. Business Systems Analyst

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6. Business Consultant
7. Service Delivery Manager
8. Information Services Consultant
9. Program Management Specialist
10. Enterprise Architect
11. Configuration/Data Management Analyst
12. Information Systems Security Specialist
13. Computer Security Systems Specialist
14. Data Security Specialist
15. Information Systems Security Engineer
16. Cyber Security Specialist
17. Systems Security Architect
18. Systems Engineer
19. Systems Programmer
20. Systems Analyst
21. Software Engineer
22. Programmer Analyst
23. Programmer
24. Management Analyst
25. Integration & Test Engineer
26. Communications Specialist
27. Telecommunications Engineer
28. Network Engineer
29. Network Administrator
30. Quality Assurance Analyst
31. Software Tester
32. IV&V Test Engineer
33. Systems Administrator
34. Database Administrator
35. Web Designer
36. Web Software Developer
37. Web Content Administrator
38. Data Warehousing/Mining Specialist
39. Technical Support Specialist
40. Help Desk Manager
41. Help Desk Specialist
42. Training Specialist
43. Operations/Technical Support Manager
44. Administrative Specialist
45. Technical Writer
46. Graphics Specialist
47. Emerging Technology Specialist
48. Cloud Architect
49. Solutions Architect
50. Expert Consultants - Various Disciplines and Skills



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(b) Security requirements are set forth in Attachment 9. Work under ITSS-5 will include both classified and unclassified requirements and will be specified in each task order.

(c) Contractor personnel may be required to travel for extended periods under certain task orders. Such travel is not routinely required.

(d) Note that the DOJ specified labor categories are not intended to cover all of the Contractor's management positions. The Contractor is expected to provide competent overall contract management; this management is not separately billable to the Government, apart from the Program Manager when funded by DOJ under a task order.

(e) Also, the Contractor is required to provide administrative and logistical services as part of its normal business operations and overhead; in most cases these administrative and logistical services are not separately billable. However, if the report is specifically called for as a deliverable under the contract or within a task order, the time expended to prepare such reports is billable at the appropriate hourly rates. The Contractor shall provide its own facilities, equipment, etc., for management, administrative, and logistical staff; these facilities, equipment, etc. are not separately billable to the Government.

### **7. GOVERNMENT FURNISHED PROPERTY AND EQUIPMENT**

(a) Government Furnished Property (GFP). Any items of GFP, such as office space, to be furnished by the Government will be identified in the Work Plan Request and the specific task order.

(b) Government Furnished Equipment (GFE). Any items of GFE, such as office equipment, desktop workstations, and office supplies to be furnished by the Government will be identified in the Work Plan Request and the specific task order.

(c) The Contractor shall ensure that reasonable measures are taken to safeguard and protect any GFP and GFE from theft, loss, or breakage.

### **8. TERM OF THE CONTRACT**

The Base Period of Performance shall be from date of award through September 30, 2022. In addition, the contract contains one (1) five-year Option Period that may be exercised at the unilateral discretion of the Government.

### **9. OPTION TO EXTEND THE TERM OF THE CONTRACT**

This contract may be extended, at the unilateral option of the Government, at the prices stated in the Pricing Tables (Attachment 1) for a period of five (5) years or fractions thereof by the Contracting Officer giving written notice of the Department's exercise of such option to the Contractor at any time during the term of this contract. Such exercise shall not have effect unless the Contracting Officer has given preliminary written notice of the Department's intent to exercise such option at least thirty (30) days prior to the last day of the term of the contract.

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Such preliminary notice shall not be construed as an exercise of the option, and will not bind the Department to exercise the option. If the Department exercises such option, the contract period shall commence running on the next day following the expiration of the contract term which was in effect prior to the Department's exercise of such option, and the contract, as extended, shall be deemed to include this option provision; provided, however, that the total duration of this contract, including the exercise of the option under this clause, shall not exceed 120 months after the award date of the contract (see Section 10 for circumstances allowing an additional six (6) month extension).

### **10. OPTION TO EXTEND SERVICES (NOV 1999) FAR 52.217-8**

(a) The Department may require continued performance of any services within the limits and at the rates specified in Attachment 1 of this contract under the last year of Option Period 1 (OY1). These rates may not be adjusted. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.

(b) The Contracting Officer may exercise this option by giving written notice to the Contractor at any time during the term of this contract.

### **11. DELIVERY SCHEDULE**

This contract requires the delivery of certain reports under Sections 4.5 and 21. All other deliverables will be specified on task orders to be issued under this contract.

### **12. OBSERVANCE OF LEGAL HOLIDAYS/FEDERAL NON-WORK DAYS**

(a) For work to be performed at Government site(s), the Contractor must establish a standard holiday schedule that exactly coincides with the Government's schedule for employees working on a Government site(s). Holidays observed are listed below. For Government site work, holidays and other non-work days are not billable unless work is specifically requested by the Government and productive hours are performed on those days. For work to be performed at Contractor site(s), the Holiday schedule may differ if it is customary practice (For example, when the day after Thanksgiving is given in lieu of Columbus or Veterans' Day). The following is a list of the official Federal Government holidays:

- (1) New Year's Day;
- (2) Martin Luther King's Birthday;
- (3) President's Day;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Columbus Day;
- (8) Veterans' Day;
- (9) Thanksgiving Day;
- (10) Christmas Day; and
- (11) Inauguration Day (every fourth year for employees working in Washington, D.C.)

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(b) No work shall be performed by Contractor personnel on Government facilities on Federal holidays or other non-work days without prior written approval of the COR. For Time and Material or Labor Hour task orders, work performed on holidays, weekends or other non-work days shall be billed at the "One Rate" unit prices as defined in Attachment 1.

(c) There are certain types of irregularly occurring circumstances that prompt the Government to close its offices where Contractor personnel are working, either on a national or local basis (e.g., bomb threats, inclement weather, power outages, death of a national figure, acts of terrorism, or funding lapses). Contractor staff shall not work at Government sites if the Government site is closed, and for Time and Materials and Labor Hour task orders, the Contractor may not bill for hours not worked. However, Contractor staff assigned under the task to work at Contractor sites may work and the Contractor may bill for productive hours if the Contractor site is open for business and not affected by the above closure circumstances.

(d) Non-work due to the Government closing its facility(ies) is not an expense directly reimbursable to the Contractor by the Government on Time and Materials or Labor Hour task orders, since no productive hour of labor was received by the Government. However, nothing in this contract prevents the Contractor from compensating its employees for time not worked during the above circumstances. The Contractor has considered these facts in crafting its overhead rates and policies.

### **13. NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

### **14. DELIVERY OF REDACTED PROPOSAL**

Within fifteen (15) days after contract award, the Contractor shall provide the Contracting Officer with a copy of its Technical and Price proposals, as amended, which shall be releasable to the general public in response to Freedom of Information Act (FOIA) requests. The Contractor shall assert the appropriate FOIA exception and basis thereof for any material redacted.

## 15. TELEWORK PLAN

The work and activities under this contract may include the opportunity to telework if coordinated and approved by the COR or his/her designee in advance, and if it does not impede Government priorities. In order for telework to be considered on a Time and Materials or Labor Hour task order, the COR or his/her designee must present a surveillance plan to the Contracting Officer for approval that outlines the methodology that will be used to ensure adequate surveillance of Contractor personnel who wish to telework. The Government reserves the right to restrict or change telework activities and status. The Contractor is responsible for assigning, maintaining, and tracking work assignments, ensuring the quality of work is maintained, and ensuring security compliance and protection of Government data and information.

The Contractor telework strategy shall ensure the process and procedures will cover the Government activities during relatively routine situations, early dismissal, and/or office closures due to inclement weather that may affect operations over the course of weeks or even months. The Contractor telework strategy shall be consistent with Government priorities.

Teleworking is not an entitlement nor suited for every position. All requests to do so must be submitted to the COR or his/her designee by the Contractor's Project Manager for review and approval in advance. The request must include the following:

- Number of hours the contract employee plans to work
- Description of work to be accomplished

Along with the COR or his/her designee, other Government personnel may be included in the review and approval process if required. When approving telework, the Government will take into consideration the individual (for example, telework requests will not be approved if there are performance issues), the work to be performed, and the individual's ability to complete the work from home.

The day after teleworking, the contract employee must report to the Project Manager the actual hours worked and the work performed. The COR or his/her designee will review the report and comment on whether the hours expended vs. work accomplished is acceptable.

**Telework Reports** - The Project Manager must submit a detailed report to the COR or his/her designee as specified in each task order.

Telework Reports shall be included as part of the billing cycle. Every month, a detailed report from the Contractor shall be provided which lists each Contractor employee, the number of hours teleworked, the tasks assigned and actual work accomplished. The report will be reviewed and approved by the COR or his/her designee, and any issues will be raised with the Contractor and shall be resolved to the Government's satisfaction.

The Telework Report format shall be as follows:  
(The same format can be used for pre-and post-approval)

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Contractor Name			
Day/Date Teleworked	Total# of Hours Worked	Project Area	Work Performed

\_\_\_\_\_  
**Approval**

\_\_\_\_\_  
**Date**

## 16. OTHER CONTRACT TERMS AND CONDITIONS

### (A) Ordering

General. Any supplies and services to be furnished under the ITSS-5 contracts shall be ordered or confirmed by the placement of task orders by the Procurement Services Staff (PSS) Administrative Contracting Officer (ACO). No other individuals are authorized to place orders. Such orders may be issued anytime during the term of this contract. Task orders may be issued orally, in writing (paper) or by electronic commerce methods. All oral orders must be confirmed in writing.

The Contractor shall not proceed with any work under a proposed task order unless authorized by the ACO. All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and this contract, the contract shall control.

Any order issued during the effective period of the contract and not completed within that period shall be completed by the Contractor within the time specified in the order. In no event shall the completion date for any task order extend for a period of more than 183 days (i.e. six months) beyond the expiration date of the contract, unless as authorized in writing by the ACO. [For example, when a “completion” style task order required more than the 183 days to complete the work.] In such instances, 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.

Funds for other than the minimum guarantee will be obligated by each task order.

There are no minimum or maximum dollar amount limitations for individual task orders placed under the ITSS contracts. The (cumulative) ceiling amount of all orders placed under the ITSS-5 contracts is specified in Section 19.2(b). Each task order issued hereunder will contain a dollar ceiling which the Contractor shall not exceed except at its own risk.

If mailed, a task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods by the authorized PSS ACO.

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Since multiple awards will be made, after meeting the minimum guarantee requirement for each contract, determinations as to which Contractor(s) will receive individual task orders will be at the sole discretion of the Government following the procedures set forth for conducting Fair Opportunity Competitions in paragraph (B). Such determinations will be made on the basis of what is in the best interests of the Government, taking into account factors such as availability and suitability of Contractor resources, quality of Contractor past performance, and price.

### **(B) Fair Opportunity Competitions**

The ITSS-5 contracts include two (2) distinct competitive tracks; a Service-Disabled Veteran-Owned Small Business (SDVOSB) Track and an Unrestricted Track. At the sole discretion of the ACO a determination will be made to either solicit on an unrestricted basis for competition between prime contractors from both the large and small business pool or on a small business set-aside basis in which competition will be limited to only those prime contractors in the SDVOSB pool. The task order solicitation will notify contractors if a set-aside will be used. The ACO may issue a request for information to the SDVOSB track if deemed necessary to aid in making the set-aside determination. When a set-aside is used, SDVOSB prime contractors shall be required to provide at least 51% of the services required and must describe which SOW services they intend to provide through the use of their own employees, and which services their subcontractors will provide. SDVOSB proposals that, in the judgment of the ACO do not allow for a “meaningful” portion of the services to be provided by employees of that business concern will not be eligible for task order award. Pass-thru’s or other brokerage style arrangements shall not be permitted. Ordinarily the ACO will not set-aside a requirement if there is not a reasonable expectation that two (2) or more SDVOSB’s from the pool can perform the work.

Once the competitive track has been identified, The Department intends to compete each task order to the maximum extent practicable within that track. The only exceptions to this method of consideration are:

- (1) The agency need for the supplies or services is so urgent and compelling that providing the opportunity would result in unacceptable delays;
- (2) Only one Contractor is capable of providing the supplies or services at the level of quality required because the supplies or services are unique or highly specialized;
- (3) The order should be placed on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all eligible ITSS-5 Contractors were given a fair opportunity to be considered for the original order; or
- (4) It is necessary to place an order to satisfy a minimum guarantee.

The Department may use oral proposals and streamlined procedures, in lieu of requesting a written proposal when placing a task order. In such instances the Contracting Officer will exercise broad discretion in ensuring that each ITSS-5 Contractor is provided a fair opportunity to be considered for the order.

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The ITSS-5 Contractors are encouraged to bid on the maximum numbers of WPRs to enhance competition. While there is no minimum WPR response rate, the Contracting Officer will consider the Contractors' response rate (to WPRs) when exercising the option periods of the Basic Contract.

No protest under FAR Subpart 33.1 for task orders under \$10M is authorized in connection with the issuance or proposed issuance of a task order under the ITSS-5 contracts except for a protest on the grounds that the order increases the scope, period, or maximum value of the ITSS-5 contracts.

### **(C) Task Order Performance**

For task orders issued on a time-and-material or labor-hour basis, the Government shall not be obligated to pay the Contractor any amount in excess of the total (ceiling) price identified in the task order, and the Contractor shall not be obligated to continue performance if to do so would exceed the applicable ceiling price, unless and until the Contracting Officer has notified the Contractor, in writing, that the applicable ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under the task order. The Contractor shall notify the Government when it accrues cost reaching 85% of the then current task order ceiling.

In addition, the Contractor shall notify the Government when it reaches 75% of funding currently obligated on the task order. The Government shall not be obligated to pay the Contractor any amount in excess of the funding obligated on the task order and the Contractor is not obligated to continue work if sufficient funding to cover those services has not been obligated on the task order.

### **(D) Performance Incentive Awards**

The Department may, at its option, include provisions for a Performance Incentive Award (PIA) in any Work Plan Request issued under the ITSS-5 contracts. The purpose of a PIA is to provide additional incentive for the Contractor to perform at a high quality level on a particular task order. The purpose of this section is to establish a general framework for the PIA and not to establish specific evaluation criteria or weights.

For those task orders where a PIA is to be used by the client agency, a Performance Incentive Plan (PIP) will be issued with the WPR. The PIP will contain the definition of the PIA periods, the maximum PIA percentage, and (when the task order is placed under contract) the total PIA amount and the allocation of that amount to the PIA periods. The procedures and criteria contained in the PIP may be changed unilaterally by the Contracting Officer no later than fifteen (15) calendar days after the start of the relevant PIA period. Any such alterations shall not change the total available PIA potential for the task order nor change the PIA earned by the Contractor in any completed PIP period.

### **(E) Task Order Evaluation Reports**

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The Department will require the client agency to prepare a formal evaluation report on and assign a performance rating to the Contractor's performance of each task order or group of task orders. For on-going, long term task orders, these reports may be done on an annual or more frequent basis. These reports will be made available to the Contractor in accordance with FAR Section 42.15.

The reports will be considered in the Department's unilateral exercise of option year renewals and when placing additional task orders. The Department will make available the evaluation reports to Federal agencies seeking past performance information on the Contractor as part of a Federal contract procurement.

### **(F) SDVOSB Re-certification**

At the end of the Base Period the ITSS-5 contract holders under the SDVOSB Track shall be required to re-certify their size status (See Section 18) prior to exercise of the Option Period. At the sole discretion of the Contracting Officer, Prime Contractors in the SDVOSB Track that are no longer classified as small business concerns may be moved to the Unrestricted Track.

The Government has determined that at all times during the term of the ITSS-5 contracts there must remain an adequate number of SDVOSB Prime Contractors eligible to compete for Task Orders to ensure competition. The Government intends to periodically review the total number of ITSS-5 SDVOSB contractors participating in the ordering process, and determine whether it would be in the Government's best interest to initiate an open season to add new Contractors to the ITSS-5 contract program (See Paragraph G below). This is at the unilateral discretion of the Government.

### **(G) Open Season Procedures**

To ensure that there are an adequate number of Contractors in both the Unrestricted and SDVOSB pools, DOJ reserves the right to open a new solicitation to add new Contractors. If DOJ determines that it would be in the Government's best interest to open a new solicitation the ACO may do so at any time provided that:

- (a) The open season solicitation is issued under then-applicable Federal procurement law;
- (b) The open season solicitation identifies the total approximate number of new awards that the ITSS-5 ACO intends to make. The ACO may decide to award more or fewer ITSS-5 contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received;
- (c) The award decision under any open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original ITSS-5 solicitation;
- (d) The terms and conditions of any resulting awards from an open season solicitation are materially identical to the existing version of the basic ITSS-5 contracts;
- (e) The term for any such new awards from an open season solicitation is co-terminus with the existing term for all other ITSS-5 SDVOSB and/or Unrestricted Track contracts, including the option period;



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- (f) If awarded an ITSS-5 contract through the open season authority, any new ITSS-5 SDVOSB or Unrestricted Prime contractor is eligible to compete for task orders with the same rights and obligations as any other ITSS-5 Small Business and/or Unrestricted Track contractor; and
- (g) The award of any new ITSS-5 contract(s) does not increase the overall ceiling of the ITSS-5 contract program.

### **(H) Acquisitions and Mergers**

If the size standard of a SDVOSB Prime Contractor changes due to an acquisition or merger at any point during the life of the contract, the Prime Contractor must notify the ITSS-5 ACO within thirty (30) days. If it is deemed that the Contractor is no longer a small business, they can no longer participate in any future task order competitions under the ITSS-5 program, but will be able to complete the work on current task orders. Once the current task order(s) are complete, the Contractor will be removed from the ITSS-5 contract.

### **(I) Continuing Contract Performance during a Pandemic Influenza or other National Emergency**

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.

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- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or, in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of Federal Procurement Policy issuance "Emergency Acquisitions", May 2007 and Subpart 18.2, Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

### **(J) Department Policy on Domestic Violence, Sexual Assault, and Stalking**

A. It is the Department's policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in DOJ Policy Statement 1200.02 (Policy Statement), available in full for public viewing at <http://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf>. Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all of Vendor's

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employees and employees of subcontractors who will be assigned to work on Department premises.

B. Point of Contact for victims of Domestic Violence, Sexual Assault, and Stalking. Upon contract award, the Department will notify contractor of the name and contact information for the Point of Contact for Victims of domestic violence, sexual assault, and stalking for the component or components where Contractor will be performing. Contractor agrees to inform its employees and employees of subcontractors who will be assigned to work on Department premises of the name and contact information for the Victim Point of Contact.

### **(K) Representation Regarding Felony Conviction Under Any Federal Law or Unpaid Delinquent Tax Liability (DEVIATION 2012-02) (JANUARY 2012)**

(a) In accordance with sections 543 and 544 of Title V, Division B of the Further Continuing Appropriations Act, 2012 (Pub. L. 112-55), none of the funds made available by that Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation

(1) convicted of a felony criminal violation of any Federal law within the preceding 24 months, unless an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(2) with an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

*unless* an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) By accepting this award or order, in writing or by performance, the offeror/contractor represents that

(1) the offeror/contractor is not a corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months; and

(2) the offeror/contractor is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **17. CONTRACT TYPE**

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- (a) ITSS-5 is a Multiple Award, Indefinite-Delivery, Indefinite-Quantity (IDIQ) Program. Each IDIQ contract has a schedule of fully burdened and fixed unit price Labor Hour rates and Other Direct Cost (ODC) line item categories, with reasonable handling charge factors. ITSS-5 includes two IDIQ award tracks: one for contracts awarded to Service-Disabled Veteran-Owned Small Business (SDVOSB) firms and the other for contracts awarded on an unrestricted basis. At the time of award, each ITSS-5 contract will obligate a guaranteed minimum amount of U.S. dollars as set forth in Section 19.2, which will satisfy the Government's minimum obligation for the life of the contract.
- (b) Task orders shall be awarded on a firm fixed price (FFP), labor hour (LH), or time and materials (T&M) basis as appropriate. ITSS-5 contractors shall compete independently for task awards pursuant to the provisions set forth in Section 16 herein. As a general policy, all task order requirements will be subject to a small business set-aside determination made by the Administrative Contracting Officer (ACO). The Department of Justice (DOJ or Department) will solicit individual task orders on a small business set-aside basis if the ACO determines there is a reasonable expectation of obtaining competitive offers from at least two (SDVOSB) concerns. Whether or not a requirement is ultimately set-aside is at the sole discretion of the ACO.

## 18. BUSINESS SIZE CLASSIFICATION

NAICS Code and Size Standard. The NAICS code assigned to this procurement is 541512 - Computer Systems Design Services. The corresponding small business size standard for the NAICS code assigned is \$27.5 million in average annual receipts over the past three years.

## 19. PRICING

### 19.1 General

(a) The Contractor shall provide, in accordance with the requirements specified herein, all labor, management, supervision, and other resources necessary to furnish Information Technology Support Services 5 (ITSS-5) support services to the Department of Justice (DOJ). All ITSS-5 requirements shall be fulfilled on an Indefinite Delivery/ Indefinite Quantity (IDIQ) task order basis. This contract does not qualify as a Government Wide Agency Contract (GWAC). Only DOJ Bureaus and Components are authorized to use the ITSS-5 multiple award contract vehicle.

(b) The principal purpose of this contract is to provide professional, non-personal, labor hour services which cover a wide range of Information Technology (IT) related tasks and processes as described in Section 5 herein. DOJ considers the *principal purpose* of this contract to be for the furnishing of hourly based services through the use of professional employees exempted from the Service Contract Act (SCA). Therefore, ALL labor categories and hours

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published herein are considered exempt from SCA. This contract also allows for the acquisition of IT hardware, IT software, IT communications technology, or other equipment & supplies ONLY if a total system solution is solicited and such equipment is integral to the specific task effort. In this instance, only the initial purchase which can include the first year's maintenance cost and installation of equipment is authorized. Subsequent upgrades in equipment and/or software, and maintenance to same shall be procured by the DOJ separate and apart from ITSS-5.

(c) During contract performance DOJ intends to continuously monitor the relative value of the labor hour based IT support services compared to the combined value of the IT hardware, IT software, IT communications technology, and other equipment acquired and reserves the right to limit the acquisition of these items going forward.

(d) The ITSS-5 projected contract term for placing orders will cover a ten-year period as shown below:

<b>Period</b>	<b>Beginning</b>	<b>End</b>
Base Period	Date of Contract Award	September 30, 2022
Option Period 1 (OY1)	October 1, 2022	September 30, 2027

(e) See Sections 8, 9, and 10 for complete contract term and option information.

(f) The contract ordering period may be extended beyond Option Period 1 (OY1) for a period not to exceed six months under the Option to Extend Services provision, (Section 10) of this contract. The fixed unit prices for this extended period, if exercised by the Government, shall be those as set forth in the last year of OY1 in Attachment 1 herein. The Contractor has considered this fact in making its pricing proposal for OY1.

(g) The performance of all work under this contract shall be initiated by the issuance of task orders, also known as "Work Plan Requests" (WPRs) (as discussed in Section 4.2), by the Contracting Officer. Task orders may be issued at any time during the base and/or option period.

(h) Indefinite-Delivery, Indefinite-Quantity (IDIQ), Blanket Purchase Agreements (BPAs), and Letter Contracts are not permissible task order types under the ITSS-5 Program. Orders for which IT services are not the principal purpose, for example, orders for which supplies, equipment and/or software/hardware services are the principal purpose are not permissible task order types.

(i) Performance of task work may extend beyond the contract expiration date(s) specified above for a period not to exceed one hundred and eighty-three (183) calendar days (i.e. six months) from the expiration date of the contract. Orders may be placed up to and including the last day of the contract.

## **19.2 Minimum and Maximum Amounts**

(a) The Department will order a minimum amount of **\$5,000** for every contract awarded. The Department will order services within the contract period of performance (to include option years if applicable) sufficient to satisfy the minimum guaranteed amount for each ITSS-5 contract awarded. Should the Government decide not to exercise the option period and the guaranteed minimum amount has not been satisfied, the minimum amount will be ordered in the last year of contract performance. If the guaranteed minimum amount has been paid to the contractor, the exercise of the option does not re-establish the contract minimum. The specific Contract Line Item Numbers (CLINs) and quantities will be identified in one or more task order(s) issued under this contract.

(b) There are no specific maximum quantities/amounts for each individual CLIN, task order, contract period, or contract. The Department may order items in any quantity up to the maximum aggregate amount limit for all task orders. The maximum aggregate amount of all task orders issued under all the ITSS-5 contracts shall not exceed **\$4,500,000,000** for the entire term of the contracts, including the option period if exercised.

## **19.3 Pricing Tables**

*See Attachment 1 for the Microsoft Excel 2010 .xls for all Section 19 Tables.*

(1) The following Definitions apply to the 19-1 Unit Price Tables (CLINs X001 - X049):

(a) Government Site and Rates (Table 19-1.1):

- (i) Work/services performed on a continuous regular basis at a Government controlled site to include basic office space, office equipment, and office supplies provided by the Government. This may be Government owned space or commercial space leased by the Government. The unit prices set forth shall contain all costs associated with providing and delivering the support services at a Government controlled facility(ies).
- (ii) The unit prices shall include all expenses, including, but not limited to salaries/wages, fringe benefits, overhead on direct labor, G&A, and a reasonable profit. The unit prices shall include factors for management and administration duties as described in Section 4 and the contract level reports described in 4.5 and 21. However, if the task order specifically requires a logistical service or a detailed status report for that task, the time expended for those direct services will be billable at the appropriate hourly rates.
- (iii) A single set of rates is provided regardless of whether the services are provided by the prime or by a teaming partner or subcontractor.

(b) Contractor Site and Rates (Table 19-1.2):

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- (i) Work/services performed on or at the Contractor's or teaming partner's or subcontractor's site. The unit prices set forth shall contain all costs associated with providing support services at the Contractor's, teaming partner(s), or subcontractor(s) facility(ies) and delivering the output of those efforts to the Government.
- (ii) The unit prices shall include all expenses, including, but not limited to salaries/wages, fringe benefits, overhead on direct labor, G&A, a reasonable profit, equipment usage, and computer resources (defined as "in-house" computer resources which are utilized by the Contractor at its site in the performance of work comparable to that required under this contract, including personal computers for Contractor staff and all Section 4.1 requirements. The unit prices shall include factors for management and administration duties as described in Section 4 and the contract level reports described in Sections 4.5 and 21. However, if the task order specifically requires a logistical service or a detailed status report for that task, the time expended for those direct services will be billable at the appropriate hourly rates.
- (iii) A single set of rates is provided regardless of whether the services are provided by the prime or by a teaming partner or subcontractor.
  - (c) The greater Washington, DC (WDC) area is defined as:
    - (i) the U.S. Census Bureau's Combined Statistical Area (CBSA) No. 548 covering Washington, DC; Baltimore, MD; Northern Virginia; and the two West Virginia panhandle counties. All rates in Table 19-1 shall be based on performing the services in the CBSA No. 548 area. The DOJ's experience has been that about 99% of the work under the ITSS program has been performed in the greater WDC area, and most of that percentage is actually in WDC or the immediate surrounding counties. Non-personal support services may be provided anywhere in the United States and its territorial possessions, and occasionally in foreign countries when specific authorization has been provided by the Government.
    - (ii) If a specific task requirement calls for work to be performed outside the greater WDC area as defined above, then the contractor(s) competing for that task order may propose an appropriate adjustment factor for areas that have a substantially higher (or lower) cost of living index than the WDC area. Under this scenario, the Table 19-1 Tables are taken as a baseline of 1.000, and a task offeror would propose a factor of 1.xxx to all the labor categories and rates proposed for that task. For example, for an area which has a cost of living index approximately 5.5% higher than the WDC area, taking into effect the relative costs of housing and office space, the proposed rate adjustment factor would be 1.055. However, the burden is on the offering task Contractor to justify and document any proposed adjustment factors to the 19-1 rates in making a specific task proposal when the work is outside the greater WDC area. Competitive forces and management challenge may also play a role in determining what adjustment factors are proposed by the ITSS-5 contractor(s).

- (d) Expert Consultants are professionals with special skills, training, education, and/or abilities at market prices at various amounts depending on the disciplines required, availability, and other factors. Under Attachment 1, the Expert Consultants (all four levels) are shown as CLIN X050. However, Expert Consultants are not pre-fixed priced in Table 19-1 of this contract.

The use of the Expert Consultant labor category, CLIN X050 will be authorized and limited to very specialized requirements under specific task orders. The Work Plan Requests issued under 4.2 will state whether or not the proposing of Expert Consultants is authorized for the task order proposal.

- (2) Overtime Rates Not Solicited: Overtime premium rates are not solicited or authorized under the ITSS-5 contracts, except for extremely unusual conditions to be specified on a rare individual task order. Therefore, all of the hourly rates for all Table 19-1 CLINs shall reflect the conditions below:
  - (a) One Rate Set: The singular billable rate for hourly personnel acquired via task order, or the singular billable hourly rate for salaried personnel acquired via task order. One set of rates is solicited, regardless of when these services may actually end up occurring. The vast majority of the work occurs Monday - Friday during standard workday hours, excluding Federal Holidays. This is also known as a “Normal” work schedule rate set in the 19-1 Tables.
  - (b) Uncompensated Overtime. DOJ does not expect that the contract rates include decrements for uncompensated overtime conditions, for example, when evening time is worked by salaried professional employees on proposal preparation efforts. FAR Clause 52.237-10 Identification of Uncompensated Overtime (Mar 2015), applies to this solicitation/contract.

(3) **Table 19-2, Other Direct Costs and Handling Charge Factors**. This Table delineates five (5) CLIN groups which are considered allowable other direct costs (ODC) and under task orders issued on a time-and-materials basis, or as may be used to price a task order issued on a firm fixed-price basis. The table provides cells for the contractor’s fixed ODC rates. [Note that the requirements of Section 4.1 are not separately billable and will not be considered allowable ODCs under this contract. Costs for such items shall be built into the Table 19-1 unit prices.]

- (A) Government Estimated Other Direct Costs (ODCs). For each CLIN group of ODCs, the DOJ has estimated an annual amount of dollars for evaluation purposes only, which are known as “the raw ODC given amounts”. The actual amount expended may range from zero dollars (\$0) to a dollar amount higher than the raw ODC given amounts. The Government is under no obligation to purchase any ODCs under this



contract. Also, DOJ has determined it is appropriate and prudent to place ceilings on the Handling Charge Factors (HCFs) as set forth below. For any contract awarded whereby the HCF is less than the ceilings indicated below, the lower HCF will become the ceiling during contract performance. Other than the HCF, no additional charges (such as G&A) shall be applied to ODC's.

There are five CLIN groups of ODCs which are listed in Table 19-2 and as follows:

ODC CLIN Group

- (a) IT Hardware and Communications Technology (CLIN X101) HCF is limited to a ceiling of 0.050.
- (b) IT Software (CLIN X102) HCF is limited to a ceiling of 0.050.
- (c) Other Equipment and Supplies (CLIN X103) HCF is limited to a ceiling of 0.050.
- (d) Local and Non-local Travel Expenses IAW the Federal Travel Regulations (CLIN X104) HCF is limited to a ceiling of 0.099.
  
- (B) (Removed).

(C) Handling Charge Factors. Each ODC CLIN group specified above shall have a corresponding Handling Charge Factor (HCF) which shall offset administrative handling costs associated with procuring and managing the ODC. Full G&A shall not be added. After delivery and acceptance of the ODC, the actual "reasonable, allowable, and allocable" direct cost of the item will be reimbursed plus the handling charge amount as calculated by multiplying the ODC amount by the applicable HCF. The specific elements of cost under each Table 19-2 ODC CLIN group are only allowable to the extent that they are not included in the fixed unit prices of Table 19-1 and have been authorized by the COR. The billable amount shall be limited to the actual reasonable, allowable, and allocable cost of the item plus the amount resulting from the application of the appropriate HCF identified in Table 19-2 (e.g., if the actual cost of an item is \$100.00, and the HCF for that ODC category is 0.045, the total billable amount is \$104.50). For subcontracted items/services, the HCF shall only be applied one time. For example, a subcontractor might be required to travel. It is not permissible for the subcontractor to apply a markup to the travel costs in billing the prime contractor, and then for the prime contractor to apply another markup when billing the Government. The HCF shall only be applied once, and must be applied to the documented actual direct cost of the item.

#### **19.4 Pricing Adjustments - Option Period One**

(a) The actual contract ceiling rates and ceiling multipliers for Option Period One (1) will be determined by the Government by escalating the Contractor's proposed Year Five (5) ceiling rates and ceiling multipliers. The Option Period One ceiling rates will be in place throughout the Base Period and will be used for task orders awarded during the Base Period with a performance period that extends into Option Period One of the contract.

(b) The Option Period One ceiling rates established under paragraph (a) above will be

adjusted by the Government prior to exercise of the contract option. The contract adjustment will be calculated three months prior to Option Period One using the latest Bureau of Labor Statistics' (BLS) Employment Cost Index (ECI) information available at that time and implemented at the beginning of year six (Option Period One – if exercised). The Government intends to use the average of the five previous full years of ECI data to make a one-time contract escalation. This escalation will be applied one time to years six through ten ceiling rates and ceiling multipliers – to remain fixed thereafter. The calculated escalation rate will be applied consecutively for years six through ten. This means that the escalation rate will have compounding effect for years six through ten. It will be applied one time for the option period. Each year in the option period will have separate pricing as a result.

(c) Removed.

(d) **Adjustments to Task Order Hourly Rates.** The Government does not intend to perform redeterminations or apply escalated rates retroactively. The escalation will not apply to task orders already awarded (in place) unless they specifically definitize its inclusion. Task order hourly rates may be adjusted, if specified in the task Statement of Work, for each of the task order option period years by applying no more than the same adjustment factor to the task order rates as was applied to the contract hourly rates. If an order does not specifically provide for such an adjustment, no such adjustment is permitted.

## **19.5 Supplies and Services Related Provisions**

If in the Government's best interest, the Contracting Officer may issue a letter(s) to the Contractor authorizing the Contractor to utilize Federal sources of supply (e.g., General Services Administration FSS schedules) for supplies and services procured on behalf of the Government under this contract.

## **19.6 Travel Expenses**

(a) Local Travel Expenses. As a general rule, local travel expenses and travel time shall not be reimbursed under this contract. Examples of local travel which will not be subject to reimbursement are: 1) travel to and from normal job site (i.e. commuting costs); and 2) supervisory personnel traveling to a Government site or alternative facility to oversee operations or attend meetings. Personnel assigned to a temporary Government site or alternative facility will consider such facility his/her normal job site. The COR specified in Section 20 of this contract shall make such determinations and authorizations as appropriate.

(b) Nonlocal Travel Expenses. All nonlocal travel shall be approved in advance by the COR. Reimbursement for approved travel costs incurred during the performance of support services shall be in accordance with Part 31 of the Federal Acquisition Regulations and the Federal Travel Regulations (FTR). Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the Contractor must submit (to the COR) a request for advance approval to utilize higher class travel. All travel shall be scheduled sufficiently in advance to be able to take

advantage of offered discount rates. The Federal Travel Regulations and per diem rates can be accessed at: [www.gsa.gov](http://www.gsa.gov) and type "FTR" in their search box.

### **19.7 Other Unallowable Costs**

(a) Hours expended by Contractor personnel working on task order proposals are not allowable as items of direct cost and not reimbursable under this contract. Time and travel expenses to attend pre-proposal conferences for task orders are not cost reimbursable items under this contract.

## **20. RESPONSIBILITIES FOR CONTRACT ADMINISTRATION**

### **20.1 Contracting Officer**

(a) The Contracting Officer (also specified within this document as Administrative Contracting Officer (ACO)) has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to his/her authorized representative.

(b) This contract will be administered by:

Connie H. Simmons  
U.S. Department of Justice  
Procurement Services Staff  
Contract Administration Service  
Two Constitution Square, 8<sup>th</sup> Floor East  
145 N Street NE  
Washington, DC 20530  
Telephone: 202.307.1988  
Email: [connie.h.simmons@usdoj.gov](mailto:connie.h.simmons@usdoj.gov)

(c) Written communications shall make reference to the contract number and shall be mailed to the above address.

### **20.2 Contracting Officer's Representative (COR) and Government Task Managers (GTMs)**

(a) The performance of work required herein shall be subject to the technical direction of the cognizant Contracting Officer's Representative (COR) or assigned Government Task Managers (GTMs), with respect to technical matters pertaining hereto. The GTMs for this contract are specified in each task order award. These persons are qualified and responsible employees of the Government agency for whom the order work is performed. As used herein, "Technical Direction" is direction to the Contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work of the

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contract or task. "Technical Direction" must be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other Clause of this contract or task. To be valid, technical direction:

1. must be issued in writing consistent with the general scope of work set forth in the contract or task;
2. shall not change the expressed terms, conditions, or specifications incorporated into this contract or task; and
3. shall not constitute a basis for extension to the contract or task delivery schedule, level of effort (labor mix and hours awarded) or contract or task price.

(b) The COR or assigned GTMs are authorized to:

1. Act as liaison and to coordinate Contractor/Government activities;
2. Arrange for and coordinate the use of Government resources (personnel, space, documents, etc.);
3. Provide technical guidance in the performance of the contract or task; and
4. Receive, review and approve (but not reject or deny) progress reports, selected invoices and final reports or other functions of a technical nature. The authority to reject performance and deny associated invoices is expressly reserved for the Contracting Officer.

(c) The COR or the assigned GTMs do not have the authority to alter the Contractor's obligations under the contract; direct changes that fall within the purview of the clause entitled "Changes" and/or modify any of the expressed terms, conditions, specifications, or price of the contract or task. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes in signed correspondence.

(d) The COR assigned cognizance of this contract is:

Douglas M. Wooldridge  
U.S. Department of Justice  
Policy and Planning Staff  
Justice Management Division  
145 N Street NE, Room 3E.115  
Washington, DC 20530  
Telephone: 202.514.3284  
Email: [douglas.m.wooldridge@usdoj.gov](mailto:douglas.m.wooldridge@usdoj.gov)

(e) A copy of all written communications shall be concurrently mailed or otherwise furnished to the Contracting Officer at the address set forth in Section 20.1.

(f) The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this

contract shall not be construed to authorize the revision of the terms and conditions of this contract or task. Any such revisions shall be authorized in writing by the Contracting Officer.

## **20.3 Contractor Representatives**

### **20.3.1 Contract Administration**

(a) The Contractor's representative to be contacted for all contract administration matters:

Sylvia McGreevy  
1651 Old Meadow Road  
McLean, VA 22102  
Telephone: 703.268.0072  
Email: smcgreevy@netdes.com

(b) The Contractor's representative shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The representative shall have full authority to act for the Contractor in all contractual matters. The representative shall be able to fluently read, write, and speak the English language.

### **20.3.2 Program Manager**

(a) The Program Manager is:

Carmen Marco  
1651 Old Meadow Road  
McLean, VA 22102  
Telephone: 571.358.8241  
Email: cmarco@netdes.com

(b) The Program Manager's responsibilities are described in Section 4.4.1.

## **20.4 Security Program Manager (SPM)**

Upon award, a Security Programs Manager (SPM) will be designated to coordinate those aspects of this contract which pertain to obtaining and maintaining security clearances at the appropriate levels for contractor personnel performing hereunder.

During the pre-award phase of this contract, the SPM is responsible for performing the following duties:

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1. Provide the Contracting Officer with the appropriate contractor personnel security screening requirements (including waiver requirements, if appropriate) and background investigation (BI) requirements for obtaining services of non-federal employees under the resultant contract and contracts.
2. Determine the risk level for each contractor position. The risk level must be based on an overall assessment of the damage that an untrustworthy contractor could cause to the efficiency or the integrity of Departmental operations. The SPM shall provide this information to the Contracting Officer for inclusion in the resultant contract.
3. Certify that the personnel security requirements of the contract are adequate to ensure the security of Departmental operations, information and personnel

The SPM shall provide this written certification to the Contracting Officer prior to release of the Request for Proposals.

4. Following award of this contract, the SPM shall ensure that the personnel security requirements set forth herein are followed. In addition, the SPM shall comply with the supplemental guidelines provided to him or her by the Contracting Officer.

The SPM for this contract is:

Jason Walsh  
145 N Street, NE, Room 3E.109  
Washington, DC 20530  
Telephone: 202.514.7889  
E-mail: [Jason.walsh@usdoj.gov](mailto:Jason.walsh@usdoj.gov)

## **21. REPORTS**

### **21.1 Tracking/Progress Reports**

The various tracking and reporting requirements are set forth in Section 4.5.

## **22. PAYMENT**

### **22.1 General Invoice Requirements**

(a) The Contractor shall render original invoices for work performed during the previous month upon successful completion (full or partial) of each requirement, but not more frequently than once per month, to the COR at the address identified in Section 20.2. The Contractor shall not combine, on a single invoice, work performed on multiple task orders during a given period.

(b) To constitute a proper invoice, the following information and/or attached documentation shall be included with the invoice (as applicable):

- (1) Name and address of the Contractor;

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- (2) Invoice date;
- (3) Contract number;
- (4) Task order number;
- (5) Project number/title;
- (6) Period covered by the invoice;
- (7) CLIN number and description, quantity, unit price and extended total for the period covered;
- (8) Cumulative amounts billed by CLIN to date;
- (9) Shipping and payment terms;
- (10) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment); and
- (11) Taxpayer Identification Number.

(c) The COR, after receiving approval from the client organization, will certify the invoice for payment and forward the invoice to the Finance Office specified in paragraph (e) below for payment, and retain for his/her records a copy of each approved/certified invoice. Note: The Government may request the Contractor to submit invoices directly to customer organizations for processing.

(d) Any invoices which are not properly invoiced, or otherwise rejected for services/supplies not received or accepted, will be returned to the Contractor by the Contracting Officer with appropriate explanations.

(e) The office that will make the payments due under this contract (i.e., the designated payment office) is:

U.S. Department of Justice, FDSS  
145 N Street NE, Room 7W1004  
Washington, DC 20530

(f) All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification should be directed to the DOJ Vendor Assistance Hotline (202) 616-6260.

## **22.2 Firm-Fixed Price Task Orders**

The Contractor shall render invoices upon successful completion of each separately priced item in the task order but, not more frequently than once per month. Partial payments for partial deliveries are authorized, per instructions on task orders.

## **22.3 Time-and-Materials or Labor-Hour Task Orders**

(a) Payment for work and services rendered under all time-and-materials (T&M) or labor hour (LH) task orders will be made on a monthly basis in accordance with the applicable commercial contract clauses specified in FAR 52.212-4 of this contract. In addition, each

invoice shall include (as applicable):

- (1) Actual direct labor hours expended by each individual (fractional parts of an hour shall be rounded to the nearest one-fourth (1/4) hour or lesser fraction in computing the amount payable) multiplied by the appropriate unit price (hourly rate) from the applicable Table 19-1 CLIN;
- (2) Itemization of all documented task proposed other direct cost (ODC) items by appropriate Table 19-2 CLIN with supporting documentation (including subcontractor/supplier proposals and quotations);
- (3) Itemization of all CLIN X104 actual transportation and per diem expenses being claimed in accordance with Part 31 of the FAR and Section 19.5 with supporting documentation. Contractor requests for reimbursement must contain legible copies of individual receipts for all miscellaneous items of \$20.00 value or higher. Each miscellaneous item of less than \$20.00 value (e.g., meals) must be documented but may be included on a mass voucher rather than with individual item receipts; and
- (4) The appropriate Handling Charge Amounts (HCAs) as computed from the Handling Charge Factors, not to exceed the applicable HCF ceilings stated in Section 19 of the contract.

(b) The COR, after receiving approval from the client organization, will certify the hours worked, ODC items (if any) and satisfactory completion of all work and services billed.

## **23. COMMERCIAL CLAUSES**

### **23.1 Contract Terms and Conditions – Commercial Items FAR 52.212-4 (Jan 2017)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.



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(d) Disputes. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory

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infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

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- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
  - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
  - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
  - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be

incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Alternate I (JAN 2017). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

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(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—  
(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions. (1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

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(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

- (A) Performed by the contractor;
- (B) Performed by the subcontractors; or
- (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

- (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
- (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
- (D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and
- (E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments. (1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

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(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this



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contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final Decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if—
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.
- (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities,

obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

## **23.2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. FAR 52.212-5 (Jan 2017)**

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (4) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_X\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_X\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_X\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_ (5) [Reserved].

\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_X\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_ (10) [Reserved].

\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).

\_X\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_ (ii) Alternate I (JAN 2011) of [52.219-4](#).

\_ (13) [Reserved]

\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

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- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_X\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_X\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_X\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- \_X\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- \_X\_ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_X\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_X\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_X\_ (22) [52.219-28](#), Post Award Small Business Program Representation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_X\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- \_X\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- \_X\_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- \_X\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- \_X\_ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_X\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_X\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_X\_ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_X\_ (35) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

- \_\_\_ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).
- \_\_\_ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- \_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_\_ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_\_\_ (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- \_X\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- \_X\_ (47)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_X\_ (48) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (49)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_\_ (50) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- \_X\_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_ (56) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_X\_ (57) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_ (58) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_ (59) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_X\_ (60) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_X\_ (61) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)([15 U.S.C. 637\(d\)\(12\)](#)).

\_\_ (62)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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— (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

— (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))



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- (x) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xii) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx)(A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

## 24. LIST OF ATTACHMENTS

- Attachment 1 – Pricing Tables
- Attachment 2 – DOJ Specified Labor Categories
- Attachment 3 – DOJ Standards of Conduct & Confidentiality Agreement
- Attachment 4 – Removed and Reserved
- Attachment 5 – Removed and Reserved
- Attachment 6 – Removed and Reserved

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Attachment 7 – Task Order Administration Plan

Attachment 8 – Removed and Reserved

Attachment 9 – Security of Department Information and Systems and Personnel Security  
Requirements