

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 TERM OF CONTRACT

The term of this contract shall cover a Base Period of two (2) years, followed by four (4) two-year option periods. The Government reserves the right to extend the term of this contract at the prices set forth in Section B in accordance with the terms and conditions contained in the clause in Section I, "Option to Extend the Term of the Contract".

During the contract base period and any of the option periods exercised by the ACO, the Government may issue task orders with performance periods, including options, of up to five (5) years in duration, provided that the task orders do not extend beyond year 3 of the Extended Performance Period. The term of such task orders can extend beyond the term of the contract under which it is written. If the situation arises where the task order will extend beyond the maximum term of the contract (i.e., into years eleven [11] through thirteen [13] after contract award) the prices set forth for Extended Performance Periods in Section B shall apply for the respective periods.

H.1.1 Transition and Start-Up

The time period required to transition new requirements will be determined on a case-by-case basis, and shall be stated in individual task orders. Transition shall begin at Notice-To-Proceed and continue for a period as specified in the task order. During the transition period, the Contractor shall work with the Government to develop a sound project implementation plan and to perform all preparatory work to establish one or more fully functional multi-channel contact centers in support of the task. The Government will transfer business and procedural data, including appropriate training material, to the Contractor, and work with the Contractor to establish appropriate system feeds. The transition period will provide the Contractor with the opportunity to prepare and staff its contact center; develop the support the knowledge base and scripts for automated response in support of the project; establish a fully functional contact center to handle the expected work volume; and complete all transition related activities to migrate the service to the new center. Government personnel will closely monitor the Contractor's effort to ensure a successful launch. Based on the Contractor's ability and expert advice on transitioning the work volume, the Government reserves the right to coordinate with the Contractor to achieve a staffing plan that minimizes disruption of the existing services and seamlessly transitions the customer base and work volumes to the new center.

H.1.2 North American Industry Classifications System (NAICS) 519190

Effective October 1, 2000, Small Business size standards for all Federal Government Programs are those that the U.S. Small Business Administration (SBA), in conjunction with the U.S. Census Bureau, has established for industries as described in the NAICS. Size standard for industries described in Standard Industrial Classification (SIC) have been replaced by the NAICS and no longer apply.

For the purpose of this contract, NAICS Code 519190, Other Information Services, applies. The size standard is \$6,500,000.

H.2 OVERALL CONTRACT MINIMUM AMOUNT

The Government guarantees that this Contractor will be awarded a minimum order amount of \$10,000.00 (ten thousand dollars) in aggregate task orders.

Task orders involving any item listed under Section B of this contract, including any Other Direct Costs associated with that item, will apply toward the calculation of the minimum order amount.

H.3 OVERALL CONTRACT MAXIMUM AMOUNT

The maximum aggregate value of all task orders awarded under "USA Contact" shall not exceed \$2,500,000,000.00. USA Contact is defined as all contracts resulting from GSA solicitation GSV07PD0007.

Task orders involving any items listed under Section B of this contract, including any Other Direct Costs associated with those items, will apply toward the calculation of the minimum order amount. The maximum contract limitation shall be applied to the aggregate value of the base period and all option periods of all USA Contact contracts.

H.4 SUPERVISION OF CONTRACTOR PERSONNEL

The Contractor's employees shall remain under the Contractor's direct supervision at all times. Although the Government will coordinate direction within the scope of the contract, detailed instructions for the Contractor's employees' performance and supervision shall remain the sole responsibility of the Contractor.

H.5 STANDARDS OF CONDUCT AND RESTRICTIONS

The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

- Discuss with unauthorized persons any information obtained in the performance of work under this contract;
- Conduct business other than that which is covered by this contract during periods paid by the Government;
- Conduct business not directly related to this contract on Government premises;
- Use computer systems and/or other Government facilities for company or personal business; or
- Recruit personnel on Government premises or otherwise act to disrupt official Government business.

H.6 REMOVAL OF CONTRACTOR PERSONNEL

Transfer and/or assignment of Contractor personnel shall be the prerogative of the Contractor; however, when the Task Order Contracting Officer (TO/CO) so directs, the Contractor shall remove from performance on the contract any and all persons who

identified by the TO/CO as endangering life, property, or national security. The TO/CO's decision is final and is not subject to discussion or negotiation.

H.7 KEY PERSONNEL

The Program Manager, Project Manager, or a designee who is capable of binding the Contractor contractually shall be considered key personnel for this contract. The Program Manager shall be the overall manager of the contract and single point-of-contact for resolution of contract-related issues.

The Contractor shall provide the following key personnel with assignment responsibilities as indicated:

H.7.1 *Program Manager* – responsible for managing and implementing the overall contract requirement and overseeing implementation of more complex tasks; organizes, directs, and coordinates planning, and implements all contract and/or task order support activities; interacts with high level program officials regarding issues and status of the contract and/or task orders; coordinates financial and staffing resources; monitors and analyzes contract and performance data, and reports results to senior Government officials; coordinates recruitment and training activities to keep staff current on agency programs and performance objectives; manages the activities of subcontractors; and reviews contract, operations and management reports. The Government reserves the right to approve the selection of the Contractor-assigned Program Manager prior to his/her placement in supporting a task order issued under this contract.

H.7.2 *Project Manager* – responsible for managing and implementing the overall Project; organizes, directs, and coordinates planning, and implements all Project support activities; interacts with Government program officials regarding issues and status of Projects; coordinates financial and staffing resources; monitors and analyzes performance data and reports results to the Government; coordinates training activities to keep staff current on Government programs and customer service objectives; and manages the activities of subcontractors. The Government reserves the right to approve the selection of the Contractor-assigned Project Manager prior to his/her placement in support of the task.

H.7.3 *Site Manager* – responsible for overall daily operations and management of the contact center, including staffing, facility, training, service delivery, problem escalation and resolution, and performance monitoring; provides technical assistance for the planning, design, installation, modification, and operation of telecommunications and information systems capabilities; ensures all functions and processes are implemented and operated properly.

H.7.4 *Information Systems Security Manager (ISSM)* – responsible for ensuring that information systems used in supporting task requirements comply with initial and ongoing information systems security requirements, in accordance with FIPS Publication 200, Minimum Security Requirements of Federal Information Systems. The ISSM shall ensure that information systems used to support a specific task meet the minimum security requirements as defined in FIPS Publication 200 through the use of security controls, in accordance with the NIST Special Publication 800 – 53, Recommended Security Controls for Federal Information Systems, As Amended. This includes preparing all required documentation for the compliance process, including a security plan, risk assessments, contingency and contingency test plans, a configuration management plan, system test and evaluation reports, security certifications, and an accreditation package.

The Contractor shall use all commercially reasonable efforts to ensure the continued availability of key personnel assigned to each task. Key personnel proposed and accepted for task orders issued under this contract are expected to be and remain dedicated to the task. Unless indicated otherwise in the Request for Quotation, key personnel will be dedicated to the task on a full-time basis. Substitutions will not be accepted unless specifically agreed upon in writing by the TO/CO. During the first one hundred eighty (180) days of the task order performance period, no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment, or as otherwise approved by the TO/CO. In any of these events, the Contractor shall promptly notify the TO/CO's Technical Representative (COTR) and provide the information required by Section G of this contract. After the initial one hundred eighty (180) day period, all proposed substitutions of key personnel must be submitted in writing, at least thirty (30) business days in advance of the proposed substitution, to the TO/CO except as provided herein. This provision also applies to personnel engaged by the Contractor's teaming partners and/or subcontractors if they are designated as key personnel.

H.8 SPECIAL HIRING REQUIREMENT

The Government is committed to using the services provided by individuals who are blind or severely handicapped through organizations affiliated with the Committee for Purchase From People Who Are Blind or Severely Disabled (National Industries for the Blind [NIB] and National Industries for the Severely Handicapped [NISH]) to fulfill part of the staffing requirements for this contract. Contractor-provided personnel shall consist of a minimum of five (5) percent of individuals employed through organizations affiliated with NIB and/or NISH. The Contractor is responsible for working with NIB and/or NISH affiliated agencies to recruit, hire, and train these individuals to ensure that performance objectives are not compromised. The Contractor is responsible for compensating NIB/NISH affiliated organizations for any work performed to recruit, hire, train, and retain these individuals for the performance of each task.

H.9 INFORMATION SPECIALISTS HOURLY RATE

The unit of measure for the Hourly Information Specialist (IS) Rate is "HOURLY" and refers to a "worked" hour. "Worked" time is defined as all time expended by an IS:

- gathering, researching, composing, or delivering responses to customer inquiries;
- listening to, or actively communicating with, customers;
- in performance of post inquiry work (such as updating systems or conducting follow up activities);
- in the available (to respond to a call or inquiry) mode *;
- while receiving instruction or coaching *;
- while on breaks *; and
- while attending task-related meetings *.

Activities denoted with * are not accounted for nor reimbursed as "work time" under Information Specialist Hourly Rate for Shared or Non-Dedicated Response Services.

H.10 PLACE OF PERFORMANCE

The work to be performed by the Contractor can be categorized as follows:

- Start-up and implementation;
- Contact center operations and management; and
- Project management

Work performed during start-up can take place at the Contractor's facilities or on Government premises. Work performed for contact center operations and management shall take place primarily at one or more locations designated by the Contractor. Work performed for Project Management shall take place primarily at the Contractor's premises.

H.11 FEDERAL HOLIDAYS

The following days are considered Federal holidays and will be observed by the Contractor(s) in performance of work under each task order:

- New Year's Day (January 1)
- Martin Luther King, Jr., Day (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)

If any of the above holidays falls on a Saturday, then the preceding Friday is the holiday. If any of the above holidays falls on a Sunday, then the following Monday is the holiday.

In addition to the days designated above as holidays, the Government observes the following as non-working days:

- Any other day designated by Federal Statute
- Any day designated by Executive Order
- Any other day designated by the President's Proclamation

Contractor personnel shall work in accordance with the Government's designated holiday schedule unless otherwise stated specifically in the task order.

NOTE: Additional non-working days are sometimes authorized, but these are regional in nature (e.g., Inauguration Day in Washington, DC) and not included as Federal holidays for the purposes of this contract.

H.12 SYSTEMS REQUIREMENTS

The Contractor shall provide and maintain robust and scalable state-of-the-art multi-channel contact center system hardware, software, and accessories to meet task order requirements. The Contractor shall provide a commercial off-the-shelf (COTS) solution that meets the Government requirements. The system shall be adequately sized and equipped to handle fluctuations in the volume of inquiries received. The system shall be configured such that it can easily be expanded to accommodate growth in call volume; electronic and written inquiries, electronic transactions, automated voice responses and FAQ services; knowledge base; inquiry tracking; data storage and retrieval; automatic fax-back; and other affected areas. The systems shall have adequate backup capability to maximize availability and reliability of all services.

When Earned Value Management (EVM) is determined to be applicable to individual task orders issued under this contract, the requirements of Federal Acquisition Regulation: 52.234-02 Notice of Earned Value Management System Pre-Award; 52.234-03 Notice of Earned Value Management System; and 52.234-04 Earned Value Management System will apply.

H.13 PERMITS

The Contractor shall, without additional expense to the Government, be responsible for obtaining all necessary licenses and permits in connection with the performance of this contract. The Contractor shall also be responsible for complying with any applicable Federal, state, and municipal laws, codes, or regulations.

H.14 TELECOMMUNICATIONS INTERFACE

The Government may provide its own telecommunication services to connect to the Contractor's facilities. The type of telecommunications access provided shall be at the discretion of the Government. After task order award, the Government will determine what solution is the most efficient and cost effective and will decide at that time what type of telecommunications access to use. If the Government requires an interface other than the one detailed by the Contractor in its Technical Proposal, the TO/CO and the Contractor may negotiate an equitable adjustment to the task order amount.

H.15 TRAVEL

H.15.1 Routine Travel

Neither Contractor nor subcontractor employees will not be reimbursed for commuter travel for employees between their residences and their regular assigned duty stations, or for travel in support of project start-up and the day-to-day performance of this contract. A regular assigned duty station is defined as the Contractor employee's continuing place of duty, whether the assignment is permanent or temporary.

H.15.2 Non-Routine Travel

Non-routine travel directed by the Government will require the advance written approval of the TO/CO or his/her designee, and will be reimbursed as ODC expense. Reimbursement shall not exceed the rates and expenses allowed by Federal Travel Regulations (see <http://www.gsa.gov> "Federal Travel Regulation") to a Government employee traveling under identical circumstances. The Contractor shall comply with the more restrictive of its own internal policies or with the Government's policies for making reimbursable travel and per-diem expenditures. The Government will supply the Contractor with a copy of its travel policies upon award of each task

order issued under this contract or they may be accessed online as noted above. Note: if the task order is issued on a time and materials, or labor-hour basis, the provisions of Federal Acquisition Regulation 16.601 apply.

H.16 CONTINGENCIES

The Contractor shall ensure continuity of call center operations, and shall be entirely responsible for maintaining continuity of support for the assigned tasks. Contractor employment and staffing difficulties will not be acceptable justification for failure to meet the requirements of the Performance Work Statement, Section C of this contract.

If required by the task order request for proposal, Contractor shall submit a contingency plan to the TO/CO's Technical Representative (COTR) for approval by the task order start date. The plan shall outline the Contractor's response to operational problems and its anticipated response to unusual events that may occur during the life of the task order and disrupt operations (such as a structural fire, accident, terrorist attack, personnel strike, extended power failure, etc.) which may require the Contractor to proceed under altered work conditions at locations other than those originally established. The Contractor shall continue to provide the services required by the contract, as directed by the COTR, for the duration of such an emergency situation.

H.17 COMPLIANCE WITH SECTION 508

The services requested under this contract are to be accessed by callers/users employing various technologies, including, but not limited to: touch-tone and rotary/dial-pulse telephones, TDD/TTY devices, mobile and wireless telephones, wireless communications devices, facsimile equipment, portable and desktop computers, and Internet appliances. Callers/users may use these devices to access the requested services via the telephone network, mobile and wireless network, the Internet, or other communications media. The Government requires that the information and services provided by the Contractor under this contract be made available in accessible formats.

The Contractor shall ensure that the technology infrastructure and support services provided are fully accessible by individuals with disabilities as required by Section 508 of the Rehabilitation Act Amendments of 1998. All Electronic and Information Technology systems provided under this contract must meet the applicable accessibility standards established in 36 CFR 1194, unless an agency exception to this requirement exists. 36CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov> – E & IT Requirements.

H.18 CONSTRUCTIVE CHANGE ORDERS

No order, statement, or conduct of the TO/CO, authorized representative(s) of the TO/CO, or any other representative of the Government, whether or not the individual is acting within the limits of his/her authority shall constitute a change under the "Changes" clause of this contract, or entitle the Contractor to an equitable adjustment of the task order price or delivery schedule unless such change is issued in writing and signed by the TO/CO. No representative of the TO/CO shall be authorized to issue a written change order under the "Changes" clause of this contract. The Contractor shall be under no obligation to comply with any orders or directions not issued in writing and signed by the TO/CO.

H.19 GOVERNMENT OBSERVATIONS

Prior to the award of a task order, the TO/CO and the task order's COTR will develop a Quality Assurance Evaluation (QAE) plan designed to evaluate the quality of service being provided to Government. The QAE plan will be used in conjunction with the performance standards set forth in the task order's statement of objectives. The QAE process will include such things as: sampling of services; a method of inspecting the sample; the frequency of such inspections; documentation of the QAE findings; feedback from customers; the minutes of meetings with the Contractor (periodic and ad hoc); Contractor response to evaluation findings and the corrective action(s) instituted, if any. The process will form the basis for determining the acceptability of services provided under the Inspection of Services clause of the contract.

In addition, Government safety officials and other agency officials reserve the right to conduct surveys and inspections of operations and facilities. Other Government personnel, such as Inspector General's staff, are authorized to observe Contractor performance and records. In addition, the Government may use third-party Contractor personnel to provide various forms of service, such as audits or customer surveys. Any such Contractor personnel will be required to sign non-disclosure agreements to protect each contract holder's procurement-sensitive information. These personnel will not interfere with the Contractor's performance, and the Contractor shall provide all such personnel with its full cooperation. All comments concerning the Contractor's operations will be provided to the COTR. Findings from any audit, report, survey, etc. may be provided to the TO/CO, as deemed appropriate by the COTR.

H.20 ADMINISTRATIVE IMPROVEMENTS/SERVICE ENHANCEMENTS

It is the intention of the Government to work with the Contractor to introduce administrative improvements and service enhancements that would be advantageous to the Government and the Contractor. The Contractor agrees to negotiate in good faith with the Government to implement any suggested administrative improvements or service enhancements that are determined to be in the best interests of both parties.

H.21 TASK ORDER PHASE-OUT PROCEDURES

At the conclusion of a task order, the Government may require the Contractor to participate in a task order phase-out process. If the Government so directs, the following procedures will apply:

After the Government's selection of a successor Contractor, but prior to the end of the expiring task order, the current Contractor and the successor Contractor will jointly prepare a mutually agreeable detailed plan for the transition to the successor Contractor.

The current Contractor agrees to provide, if required in writing by the Government, transitional services for a period of up to ninety (90) days after the expiration of the current task order at the then current task order prices. Continuity for all operations required under the task order shall be maintained during that period.

H.22 DISCLOSURE OF INFORMATION

Any Government information made available to the Contractor or gathered by the Contractor from Government employees or customers shall be used only for the purpose of carrying out the provisions of this contract, and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of task requirements. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film, or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any medium without prior written authorization from the Government. These obligations

do not cease upon expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts for employment and subcontracting work performed under this contract.

In performance of this contract, the Contractor agrees to assume responsibility for protecting the confidentiality of Government information, and for ensuring that all work is performed under the supervision of the Contractor or the Contractor's responsible employees. The Contractor shall keep confidential information provided by inquirers consistent with Federal law, primarily the Privacy Act of 1974 and the Freedom of Information Act and their amendments. The Contractor shall not disclose personal identification information (e.g. name, address, telephone number) or personal financial information (e.g. credit card account number) of an inquirer without the verbal or written consent of the inquirer, provided that such verbal consent is recorded.

Inquirers who make threats against persons or property, either Government or private, may have already forfeited their rights to privacy thereby. The Contractor shall work with the appropriate Government law enforcement agency(ies) for the prevention of threatened crime on a case-by-case basis.

Each employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee can be used only for the purpose and to the extent authorized herein. Use of such information for a purpose or to an extent not authorized herein may subject the offender to criminal sanctions imposed by 18 United States Code (U.S.C.) 641. The law provides, in pertinent part, that whoever knowingly converts to their use or to the use of another, or without authority sells, conveys, or disposes of any record of the United States, or whoever receives the same with intent to convert it to his/her use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisonment up to 10 years, or both.

The limitations noted in the preceding paragraphs do not apply to information which has been made public by the Government. Further, this provision does not preclude the use of any information independently acquired by the Contractor without such limitations, or prohibit an agreement, at no cost to the Government, between the Contractor and the information owner, which provides for greater rights to the Contractor.

H.23 LIABILITY

H.23.1 Performance Liability

The Contractor will not be liable for any form of consideration when the failure to provide service or meet contract requirements arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

- Acts of God or of the public enemy
- Fires
- Floods
- Epidemics
- Quarantine restrictions
- Freight embargoes
- Unusually severe weather

- Denial of access by a third party

H.23.2 Information Liability

The Contractor shall be solely responsible for damages suffered by the public that result from the use and/or dissemination of information not previously approved by the Government during the performance of this contract. Information to be supplied by the Government, along with the approval process required for adding new and/or updating existing information, will be specified in individual task orders.

H.24 HOLD HARMLESS AND INDENNIFICATION

The Contractor shall save, hold harmless, and indemnify the Government against any and all liability, claims, and costs of whatever kind or nature for injury to or death of any person or persons, and for loss, destruction, or damage to any property (including electronic storage areas), occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the willful, negligent, or careless acts or omissions of the Contractor, its subcontractors, or any employee, agent, or representative of the Contractor or its subcontractors.

H.25 OWNERSHIP OF DATA

During the course of this contract, the Contractor will create and maintain databases that are used in support of processing inquiries, and contain information such as scripted responses, topical information entries, business rules, preformatted responses, personal information, transaction histories, and agency contacts. The Contractor may also capture and store certain inquiry data in Contractor-provided and/or Government-provided databases. All of this information is the property of the Government. At the conclusion of each task order issued under this contract, or upon termination of this contract, all information resources developed in support of the task(s), including any databases or associated formats or call tools, shall be turned over to the Government in their entirety. Should a task order terminate for any reason, the Contractor shall arrange for the timely transfer of such data records to the Government. The Contractor may not keep any information resources or paper or electronic copies of information without the express written consent of the Contracting Officer's Technical Representative. If the supporting software systems are not commercially available at that time, the Contractor shall sell or license the software to the agency at a good faith mutually agreed upon price. Failure on the part of the Contractor to negotiate such pricing in good faith, or to provide such software on demand shall be subject to the Disputes clause of this contract.

H.26 NEWS RELEASES

News releases pertaining to task orders issued under this contract shall not be made by the Contractor without the prior written approval of the ACO or his/her designee. A minimum of 48 hours' notice is required to respond to Contractor requests for approval to release contract-related information to the news media. The Contractor's request shall contain a copy of the specific information for which the Contractor is seeking approval to release, and a description of the intended form of release.

H.27 ELECTRONIC ACCESS TO THE CONTRACT

The Contractor is hereby advised that, in compliance with the Freedom of Information Act, a redacted version of the contract and all modifications thereto will be made available on the Internet.

The Contractor shall submit both a redacted version and a non-redacted version of the contract to the ACO within fifteen (15) business days after contract award. Each version shall be submitted in both "Adobe .pdf" format and in "Microsoft Word" format. The redacted version shall be prepared in accordance with Freedom of Information Act guidance and will be approved by the ACO before release.

This process shall be repeated each time a modification to the contract is awarded.

H.28 MARKETING EFFORTS

The Contractor is responsible for ongoing marketing efforts during the life of this contract as specified below. Such efforts will commence not later than thirty (30) calendar days after contract award, subject to the following:

- All marketing brochures shall conform to the requirements of the GSAR 552.203-70 and be approved by the ACO prior to issuance
- Contractors shall not assist prospective client agencies in the development of future requirements, or provide preliminary estimates, except as provided for in an existing task order
- Contractors shall not include marketing expenses as a direct cost item
- Approval for marketing by the Contractor does not obligate GSA to undertake, under this contract, any potential work identified

H.28.1 Marketing Calls

The Contractor shall prepare and give formal or informal presentations to prospective GSA clients on the contract when requested by the Government. These presentations will be consistent with materials previously reviewed and approved for use by GSA.

H.28.2 Marketing Materials

The Contractor shall provide marketing materials which will enhance program and service visibility. The types of marketing materials provided shall be at the discretion of the Contractor, and may include the following: brochures, pamphlets, visual aids, newsletters, technology updates, white papers, news releases, training tools and seminars, work tools and materials such as quick reference estimating/measuring tools, folders, pens, mouse pads, rolodex cards, and literature. The Contractor shall provide sample marketing materials prior to distribution. GSA will have ten (10) working days to review and approve materials.