

Part I - The Schedule

SECTION H: Special Contract Requirements

H.1 Transition Requirements

The Contractor shall provide transition support in accordance with FAR 52.237-3, Continuity of Services, as listed in Section I of this solicitation/contract and Objective 5, Project Closeout, as listed in the Statement of Objectives (SOO) to the Government and/or the incoming Contractor.

H.2 Supervision of Contractor Employees

Personnel assigned to render services under this contract shall be at all times under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the product/services required under this contract.

The Contractor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor is also responsible for ensuring that its employees and those of its subcontractor(s) do not disturb papers on desks, open desk drawers or cabinets, use Government telephones, except as authorized, or otherwise jeopardize the security and the privacy of Government employees, its clientele, and the contents and property of the federal building(s) in which the task order work is performed. Each employee or supervisor of the Contractor is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal Government. The Contractor will be responsible for taking such disciplinary action, including removal from the worksite, with respect to its employees and subcontractor employees, as may be necessary to enforce those standards.

H.3 Removal of Contractor Personnel

It is understood that all personnel assigned by the Contractor and subcontractor to the performance of work hereunder must be acceptable to the Government in terms of personal and professional conduct before obtaining access to the premises. Any person in the Contractor's organization, or in any subcontractor's organization, who is deemed by the Contracting Officer or the COTR to conflict with the interest of the Government, shall be immediately removed from this contract. The reason for removal shall be fully documented in writing by the Contracting Officer. Any security violations may be construed as grounds for immediate removal from the premises and the contract.

The following areas (not all-inclusive) are considered justification for requesting the Contractor to immediately remove an employee from a federal building/work site:

- H.3.1 Neglect of assigned duty and refusing to render assistance or cooperate in upholding the integrity of the security programs at the worksite;

H.3.2 Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;

H.3.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting, participation in disruptive activities which interfere with the normal and efficient operations of the Government;

H.3.4 Theft, vandalism, immoral conduct, or any other criminal actions;

H.3.5 Selling, consuming, or being under the influence of intoxicants, drugs, or controlled substances which produce similar effects;

H.3.6 Improper use of official authority or credentials, as a supervisor or employee of the Contractor;

H.3.7 Violation of agency and Contractor security procedures and regulations; or

H.3.8 Violation of the rules and regulations governing federal public buildings and grounds, set forth in 41 CFR Subpart 101-20.3 *Conduct on Federal Property*.

Further, the Government shall have the right to cause the Contractor to replace any individual who is determined by the Government to be a security risk, under the influence of alcohol or drugs, or is physically or mentally impaired to the extent that they cannot perform the tasks established by the contract. Such determination is to be made within the sole discretion of the COTR who will then subsequently report findings to the Contracting Officer. The Contracting Officer will verbally inform the Contractor about the employee or subcontractor employee, followed by a written determination. Specific reasons for the removal of an employee or subcontractor employee will be provided to the Contractor in writing. Such determination shall not relieve the Contractor from meeting the performance requirements of this contract.

Upon determination of the Government that an employee or subcontractor employee of the Contractor be removed or denied access to a federal building worksite, the employee or subcontractor employee's access to the federal building must be immediately revoked or otherwise terminated. Furthermore, if applicable, the building pass and/or other access device(s) previously given to the employee or subcontractor employee must be immediately surrendered, returned, or delivered to the security officer of the federal building.

H.4 Non-Payment for Additional Work

Any additional services or a change to the work specified which may be performed by the Contractor, either at his/her own volition or at the request of an individual other than a duly appointed Contracting Officer (except as may be explicitly authorized in the contract), is not authorized and will not be paid for by the Government. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions of this contract.

H.5 Representation

The Contractor will not represent the Government at any state or federal meeting or event.

H.6 Contractor Attire

Contractor employees shall wear professional appropriate apparel, ie., dresses, skirts, pants or slacks, shirt or blouse with collar and sleeves, shoes and socks. Tank-top shirts, cut-offs, shower shoes or similar items of appear are prohibited. Contractor employees shall maintain a neat, well-groomed appearance at all times to facilitate credibility with clients and staff.

H.7 Training

Contractor shall participate, as appropriate, in locally available training to maintain up-to-date knowledge and skills related to the civilian resources, database operation, and organizational structure. Attendance must be approved by the COTR.

H.8 Post Award Evaluation of Contractor Performance

Interim and final evaluations of contractor performance will be prepared on this effort in accordance with FAR 42.15. A final performance evaluation will be prepared by the COTR at the time of completion of work. In addition to the final evaluation, interim evaluations may also be prepared by the COTR annually to coincide with the anniversary date of award for this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors may access evaluations through a secure Website for review and comment by completing the registration form that can be obtained at the following address: <http://cpscontractor.nih.gov>. The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact that will be responsible for notifying the Contracting Officer in the event the primary contact is unavailable to process the evaluation.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file and may be used to support future award decisions.

Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

H. 9 Intellectual Property Rights

The Government (US Department of Agriculture, Foreign Agricultural Services) shall receive unlimited rights on all intellectual property, including graphic and pictorial representations and text, created by the Contractor during performance of this contract.

H.10 Security Considerations

The Contractor and all employees, agents, subcontractors and subcontractor personnel who will have access to confidential or non-public information or documents during the performance of their duties under the contract shall execute the Conditional Access to USDA Sensitive but

Unclassified Information Non-disclosure Agreement (Part III Sec J, Attachment 2) as applicable and return it to the COTR before being given access to such information.

All Contractor personnel must satisfy the Government's security requirements as delineated in HSPD-12, and the following security policies and constraints:

- NIST Special Publication 800-37, Guide for the Security Certification and Accreditation of Federal Information Systems.
- United States Department of Agriculture (USDA) Certification and Accreditation Guide.
- USDA eAuthentication Guide
- Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) for system accessibility requirements, www.section508.gov
- "USDA Web Style Guide Version 2.0"
www.afm.ars.usda.gov/ppweb/pdf/USDA_Web_StyleGuide_v2.pdf

The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work period, all Government facilities, equipment and materials shall be secured.

H.11 Electronic and Information Technology Considerations

When delivering any electronic information or other electronic and information technology products to the Government, the Contractor shall provide products that conform with provisions from part B of Section 508 of the Rehabilitation Act of 1973, as amended in 1998. These products include, but are not limited to, software and operating systems, web content or applications, telecommunications equipment, videos and multimedia materials, desktop and portable computers, and self-contained or stand-alone products. Additionally, all help-desk or support services must conform to requirements from Subpart D of Section 508 of the Rehabilitation Act of 1973 as amended in 1998 concerning information documentation and support."

The contract award shall list as reference material, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) for system accessibility requirements. (<http://www.section508.gov>).

H.12 Key Personnel

Following are the Key Personnel minimum requirements for the Food Aid Information System (FAIS) requirement. Offerors must identify any requested exceptions to these minimum requirements in an addendum to the cover page as part of Volume I (technical proposal). This cover page addendum will not count against the page restriction for Volume I. Requested exceptions must provide justification for the Government's consideration. **Please note: The Government will NOT consider exceptions to the minimum requirements for the Project Manager personnel.

The Offeror shall not add or remove resources from the project without prior authorization of FAS. The Contractor shall notify the Contracting Officer's Technical Representative (COTR) in writing of any changes to personnel within 3 work days after they know about the change. The Offeror shall submit all changes to key personnel to the COTR, for approval, in writing, along with the resume of the substitute, at least 30 days prior to the projected change.

H.12.1 Program Executive. The Contractor shall identify a senior executive in the Company who will be the Company's off-site Program Executive and will be the person responsible for all issue resolutions via project-related escalations and for achieving Program's long-term goals. This position shall not constitute a direct billable expense to the FAIS project.

H.12.2 Project Manager. The Project Manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The name of this person, and an alternate(s) who shall act for the contractor when the manager is absent, shall be designated in writing to the CO. The Project Manager shall interface with the COTR and is responsible for the overall management of services under this contract. The Project Manager must meet the following minimum qualifications:

H.12.2.a A minimum of five (5) years of IT experience managing staff for software development and system integration is required.

H.12.2.b A PMP certification is required.

H.12.2.c A minimum of eight (8) years experience in supervisory principles and practices to direct, review, and evaluate the work of subordinate personnel. The Program Manager shall be capable of planning, directing and coordinating the work of the technical personnel involved.

H.12.3 Senior Technical Lead/Architect. The Senior Technical Lead/Architect will be responsible for providing leadership in all technical aspects for the FAIS project, including design, software development, testing, system integration and implementation. The Senior Technical Lead/Architect must meet the following minimum qualifications:

H.12.3.a A minimum of nine (9) years experience in software development and system integration.

H.12.3.b A minimum of five (5) years experience in supervisory principles and practices to direct, review, and evaluate the work of subordinate personnel. The Senior Technical Leader shall be capable of planning, directing, and coordinating the work of the technical personnel involved.

H.12.3.c Proven experience on a comparable .NET project and a minimum of three (3) years experience with .NET.

H.12.3.d A relevant certification credential from Microsoft.

H.12.4 Database Developer. With proven SQL Server expertise and a minimum of three (3) years professional experience with SQL Server.

H.12.5 Lead .NET Software Developers. With proven .NET experience, a relevant certification credential from Microsoft, and a minimum of three (3) years professional experience with .NET programming.

H.12.6 Software Developer. With proven Microsoft Reporting Services expertise and a minimum of one and a half (1.5) years experience with Microsoft Reporting Services.

H.12.7 Quality Assurance (QA) Lead. With proven experience and credential in QA for software development.

H.13 Clauses Incorporated by Reference

52.234-4 Earned Value Management System (JUL 2006)

H.14 Use of Recovered Material

The Offeror shall use product containing recovered materials and biobased products to the maximum extent practicable without jeopardizing the intended use of the product. Please refer to <http://www.epa.gov/epawaste/conserva/tools/cpg/products/index.htm#non> for information regarding the minimum recommended recovered materials content ranges determined by the Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines for EPA designated products.

H.15 Subcontracting Report

In order to assure compliance with FAR 52.219-14, Limitations on Subcontracting, which requires: "At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern," and "The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials," the Contractor shall submit a report to the Contract Administrator on 30 June and 30 December of each contract year. The report shall be submitted for the period beginning on the date of contract through the 1st of the month (June or December), and shall be in the following format:

Date of Report:

Period Being Reported: Date of Contract Award through the 1st of the month (June or December).

Total Contract Costs:

Total Contract Costs Performed by Prime:

Total Contract Costs Subcontracted:

Percentage Performed by Prime:

Percentage Performed by Subcontractors:

Certified By:

Date Certified:

If the Contractor's personnel costs are below the 50% minimum, the Contractor shall, at the same time, so provide a detailed plan to cure its failure to comply with the contract requirement as specified in 52.219-14. Such plan shall be provided both to the Small Business Administration and the Contracting Officer. The Contracting Officer will then evaluate the plan to ensure its acceptability.