

Section H

Special Contract Requirements

1. AGAR 452.209-70, ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 1988).

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

2. AGAR 452.215-73, POST AWARD CONFERENCE (NOV 1996).

A post award conference with the successful Offeror is required. It will be scheduled and held within 15 days after the date of contract award. The conference will be held at the CONTRACTOR'S FACILITY.

3. AGAR 452.224-70, CONFIDENTIALITY OF INFORMATION (FEB 1988).

(a) Confidential information, as used in this clause, means (1) information or data of a personal nature proprietary about an individual, or (2) information or data submitted by or pertaining to an institution or organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

4. AGAR 452.237-74, KEY PERSONNEL (FEB 1988).

(a) The Contractor shall assign to this contract the following key personnel:

NRRS Program Manager: _____

Call Center Sales Channel Manager: _____

Internet/Intranet Sales Channel Manager: _____

Field Reservation Program Sales Channel Manager: _____

Data Base Administrator: _____

Primary Computer Programmer: _____

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

5. AGAR 452.237-75, RESTRICTIONS AGAINST DISCLOSURE (FEB 1988).

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

6. OPTION TO EXTEND THE TERM OF THE CONTRACT—FIXED-PRICE CONTRACT.

(a) The Contractor shall submit to the CO cost and pricing data pursuant to Section I, FAR clause 52.215-42, at least 120 days prior to the completion of the base or option period of the contract. These data will be analyzed by the CO to determine that the pricing provided for the new performance period is considered to be the best value to the Government.

(b) Exercise of an option will result in the following contract modifications (reference Section I, FAR 52.217-9):

The “Period of Performance” clause will be modified as follows:

<i>Period</i>	<i>Start Date</i>	<i>End Date</i>
Option 1	OCTOBER 1, 2002	SEPTEMBER 30, 2004
Option 2	OCTOBER 1, 2004	SEPTEMBER 30, 2006
Option 3	OCTOBER 1, 2006	SEPTEMBER 30, 2007

7. CONTRACTOR CONFLICT OF INTEREST.

The Contractor and any subcontractors, partners, or members of a joint venture or other teaming arrangement will have access to data concerning many private operators of recreation facilities, including certain sensitive pricing and other financial data, and possibly including certain proprietary information. Such information could give the Contractor, subcontractors, partners, or members of a joint venture or other teaming arrangement an unfair competitive advantage if the Contractor or affiliate were to engage in competition with such private operators of recreation facilities. Accordingly, any operator of a private recreation facility that is, or may be, in competition with the operators of facilities within the NRRS may not be awarded this contract, or a subcontract at any tier. Any exception to this requirement might be granted to a subcontractor at a lower tier who had no access to any financial or proprietary information. Such exceptions must be approved in writing and in advance by the CO. Furthermore, the parent, subsidiary, or other affiliate of such an operator also may not be awarded this contract, or a subcontract at any tier. Any exception to this requirement must be approved in writing and in advance by the CO.

Furthermore, the Contractor and subcontractors under this contract and their affiliates may not hold a permit or concession contract for recreation opportunities or services from any of the Agencies involved in this contract. The intent and purpose of this requirement is to eliminate the chance that financial and proprietary data might be disclosed to competitors. This is necessary to preserve the integrity of the NRRS and the confidence of entities providing information to the Contractor that the data will not, even inadvertently, be disclosed to competitors. Accordingly, each Offeror must certify that the Offeror, its subcontractors, its partners, any joint venture or team members, and/or its parent, subsidiary, or other affiliate are not involved in the ownership, management, or operation of any recreation facility. If the Offeror is so involved, the Offeror must disclose what the facility is, what the Offeror's role is in the facility, and why the facility is not in competition with any of the facilities available for reservation under this contract.

8. ELECTRONIC FUNDS TRANSFER.

Electronic funds transfer of payments under the Vendor Express system can be accomplished by contacting the National Finance Center (NFC), Miscellaneous Payments Section, New Orleans, LA, tel. 1-800-421-0323. Upon notification of request for electronic payments, the NFC will forward an enrollment package that will include Form NFC-1107, with an assigned 9-digit vendor identification number. The package will include all necessary instructions.

9. BUSINESS LOCATION.

The Contractor shall locate and operate NRRS™ facilities (including the Call Center; Technology Infrastructure and Service Operations equipment; and management offices) within the coterminous United States. Management personnel stationed at the Contractor's offices within the coterminous United States shall have the full authority to administer all functions required by this contract. The Contracting Officer's Representative will spend considerable time at NRRS™ facilities, and various Agency personnel will also be required to visit NRRS™ facilities on official business.

10. REQUIREMENTS FOR ACCESSIBLE TECHNOLOGY AND FACILITIES.

10.1. Accessible Technology.

10.1.1. Public Laws. Applicable Public Laws (P.L.'s) are:

- ! P.L. 100-542: The Telecommunications Accessibility Enhancement Act of 1988.

- ! P.L. 102-569, Section 508: Re-authorization of the Rehabilitation Act of 1992.

10.1.1.1. General. These laws address the requirement that the acquisition and management of Federal information processing (FIP) resources be conducted in a manner that ensures access to computer and telecommunications products and services by employees and citizens with disabilities. The implementing regulations for these laws are contained in the Federal Information Resources Management Regulation (FIRMR), 41 Code of Federal Regulations (CFR), Chapter 201.

10.1.1.2. P.L. 102-569, Section 508. The intent of P.L. 102-569, Section 508, Re-authorization of the Rehabilitation Act of 1992, is to ensure that:

- ! People with disabilities can access and use the same data bases and application programs as other people.
- ! People with disabilities shall be supported in manipulating data and related information resources to attain equivalent end results as other people.
- ! When electronic office equipment is part of a telecommunications system, people with disabilities can transmit and receive messages in a manner that supports their disability-related needs and provides the capability to communicate with other users of the system.

10.1.2. Further Information. For more information, refer to the General Services Administration, Information Technology Service, Center for Information Technology Accommodation, “Managing Information Resources for Accessibility,” or contact Director, Center for Information Technology Accommodation, at (202) 501-4906.

10.2. Accessible Facilities. All facilities containing Contractor-operated NRRS™ units shall be accessible to persons with disabilities. Applicable P.L.’s are:

- ! P.L. 93-112: The Rehabilitation Act of 1973.
- ! P.L. 101-336: The Americans With Disabilities Act of 1990.

10.2.1. General. These laws address the requirement that structures and programs be designed and constructed so as to be accessible to, and usable by, persons with disabilities. For further general information, contact the Architectural and Transportation Barriers Compliance Board at (202) 272-5434 or info@accessboard.gov.

10.2.2. The Rehabilitation Act of 1973. As amended by P.L. 102-569, Re-authorization of the Rehabilitation Act, P.L. 93-112 is intended to make all services, benefits,

and programs conducted by, or on behalf of, the Federal Government or federally assisted programs accessible to, and usable by, all persons with disabilities. The implementing structural standards are contained in the Uniform Federal Accessibility Standards (UFAS). Some programmatic and communication standards are contained in the UFAS. Further information on the requirements of the Rehabilitation Act is available from the U.S. Department of Justice at 1-800-514-0301 (voice) or 1-800-514-0383 (TDD).

10.2.3. The Americans With Disabilities Act of 1990, Title I. The intent of P.L. 101-336, Title I, is to ensure that employers with 15 or more employees do not discriminate against qualified individuals with disabilities in hiring and employment. Technical assistance is available from the Equal Employment Opportunity Commission at 1-800-669-4000.

10.2.4. The Americans With Disabilities Act of 1990, Title III. The intent of P.L. 101-336, Title III, is to ensure that:

- ! All services, benefits, and programs conducted by private entities for the public are accessible to, and usable by, all persons with disabilities.
- ! All new places of public accommodation and commercial facilities are designed and constructed to be readily accessible to, and usable by, persons with disabilities.

The implementing structural standards are contained in the Americans With Disabilities Act Accessibility Guidelines. This document and other technical information are available from the U.S. Department of Justice at 1-800-514-0301 (voice) or 1-800-514-0383 (TDD).

11. REQUIREMENTS FOR ACCESSIBLE INTERNET AND INTRANET.

11.1. General. Because of the structured nature of hypertext markup language (HTML), the World Wide Web provides tremendous power and flexibility in presenting information in multiple formats (text, audio, video, graphic, etc.). However, the features that provide power and elegance for some users present potential barriers for others. For example, servers that require the viewing of graphic images are inaccessible to blind users. Using care in designing and coding information can alleviate access barriers. It is important to note that implementing good accessible design does not compromise the aesthetics or functionality of the server.

11.2. Information.

11.2.1. World Wide Web. The latest version of this document is available at <http://www.gsa.gov/coca/>

11.2.2. Further Information. For more information, contact Director, Center for Information Technology Accommodation, at (202) 501-4906.