

Draft

**TERMS AND CONDITIONS APPLICABLE TO
Automated Contact Center Solutions (ACCS)
(SPECIAL ITEM NUMBERS 132-20)**

******NOTE: All non-professional labor categories must be incidental to, and used solely to support Automated Contact Center Solutions, and cannot be purchased separately.**

1. SCOPE

SIN 132-20: Automated Contact Center Solutions (ACCS)

The intended scope of this SIN is to offer ACCS. ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to:

Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.)

NOTE:

The anticipated Place of Performance required to meet the Government need shall be defined at the task order level, and contractors should anticipate contractor-site and Government-site requirements.

Ancillary supplies and/or services shall neither be the primary purpose nor the preponderance of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of IT supplies and/or services purchased under the ACCS SIN.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which

will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the Federal Government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT DOES NOT APPLY TO THIS SIN, except if a TDR-covered SIN(s) is proposed as part of a vendor's total offering to GSA (e.g. 132-8, 132-32, 132-33, 132-34, 132-54, 132-55). If both TDR and Non-TDR SINS are offered, the entire contract may be subject to TDR if so elected by the vendor. As such, the Price Reduction clause (PRC) and Commercial Sales Practice (CSP) requirements shall be removed from the terms and conditions of the entire contract. If Non- TDR SIN(s) are offered only, then the offering shall be subject to the PRC and CSP.

2. ORDER

Agencies may use written orders, Electronic Data Interchange (EDI) orders, Blanket Purchase Agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

3. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.
- b. The Contractor agrees to render services during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

- d. Any Contractor travel required in the performance of Automated Contact Center Solutions must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. All travel will be agreed upon with the client prior to the Contractor's travel.

4. INSPECTION OF SERVICES

Inspection of services is in accordance with 552.212-4 - CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS for Firm-Fixed Price and Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

5. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to the ordering activity's security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite Automated Contact Center Solutions.

7. INDEPENDENT CONTRACTOR

All Automated Contact Center Solutions performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

8. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

9. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for Automated Contact Center Solutions. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

10. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

11. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

12. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)/COMMERCIAL SUPPLIER AGREEMENTS (CSAs)

The Contractor shall provide all Commercial Supplier Agreements (CSAs) to include End User License Agreements (EULAs), Service Level Agreements (SLAs), or Terms of Service (ToS) in an editable Microsoft Office (Word) format.

13. TRANSITION OF CONTACT CENTER SERVICES

The time period required to transition from an ordering activity's existing contact center solution and requirements to new requirements (as defined in the task order) 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 of 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.