

SECTION H
SPECIAL CONTRACT REQUIREMENTS

1 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
(AUG 1996)

(a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the

Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt

payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(End of clause)

2 52.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

3 52.0001-4019 Contract Capacity

The Government has the unilateral right to move

unused capacity between contract years. Thus, if the Government has unused capacity in the basic year, it can move that capacity to the next year of performance. Also, if the Government needs capacity from a future year to fill an existing year's requirement, it may transfer capacity from an option year to the current year of performance. The only limitation on the Government's right is that it may not so transfer more than 50% of the capacity of any one year.

The rates in effect at the time a delivery order is issued shall be used for the duration of the performance of that delivery order.

4

52.0012-4008 Year 2000 Warranty - Non-Commercial Supply Items

The contractor warrants that each non commercial item of hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

5

52.106-4001 CONTRACTING OFFICER'S INSTRUCTIONS

a. The Contractor will not accept any instructions issued by any person other than the Contracting Officer or the Contracting Officer's Representative (COR). If a COR is appointed, the appointment will be done by letter to the COR with the scope of the COR's authority set forth in the appointment letter. A copy of the appointment letter will be furnished to the Contractor.

b. No change in the scope or within the scope of this contract which would effect a change in any term or provision of this contract shall be made except by a modification executed by the Contracting Officer. The contractor is responsible for ensuring that all contractor personnel are knowledgeable and cognizant of this contract provision.

Changes to contract effort accepted and performed by contractor personnel outside of the contract without specific authorization of the Contracting Officer shall be the responsibility of the Contractor.

c. No information other than that which may be contained in an authorized modification to the contract duly issued by the Contracting Officer which may be received from any person employed by the U.S. Government or otherwise, will be considered as grounds for deviation from any stipulation of this purchase instrument or reference drawings and/or specification.

(End of Clause)

6 52.203-4029 CORRESPONDENCE IN ENGLISH

All correspondence and communication between the contractor and the U.S. Government pertaining to this contract shall be in the English language.

7 52.217-4005 USE OF OPTION TO EXTEND THE TERMS OF THE CONTRACT

The option to extend the period of this contract may be exercised by the Contracting Officer giving written notice of extension, conditioned upon availability of funds, to the contractor within the final 30 days of the current contract period. Upon notification of availability of funds the Contracting Officer will notify the contractor within the first 30 days after current contract expiration.

8 52.0219-4000 SUBCONTRACTING PLAN TARGETS

Robust subcontracting opportunities are a must under each task order and will be explicitly validated in any large business prime award through a government approved subcontracting plan.

If award is made to a large prime business, of the amount subcontracted by a large prime business, 61.2% is expected to be subcontracted to Small Business concerns, 9.1% to small disadvantaged businesses, and 4.5% to women-owned businesses.

9 52.222-4051 SERVICE CONTRACT WAGE DETERMINATION

This procurement is subject to the requirements of the Service Contract Act of 1965, as amended. The Wage Determination set forth on the following pages is applicable to all contract work performed within the continental United States. Any questions regarding the extent of obligations under the Service Contract Act or the Wage Determination should be addressed to the Administrator, Wage and Hour and Public Contract Division, U.S. Department of Labor, Washington, DC 20210.

10

52.0239-4007 I YEAR 2000 COMPLIANCE AGREEMENT (NEW CONTRACTS)

The contractor shall ensure that Information Technology assets used under this contract to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined in FAR Part 39. Failure to meet this requirement shall be subject to remedies available under this contract to include reasonably foreseeable consequential damages.

11

52.0242-4000 I PERFORMANCE EVALUATION OF CONTRACTOR

a. The contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations will be prepared. Final evaluations will be prepared within 45 days after delivery is complete. Delivery is considered to be complete when all items have been shipped and/or when performance of the services is substantially complete, i.e., when final report has been determined technically acceptable.

(END OF CLAUSE)

12

52.0242-4006 DIRECT COST I

The contractor is advised that employee consumables and/or personal equipment are not an allowable direct cost under this contract with the exception as noted in Section J, Attachment E.

(END OF CLAUSE)

13 RESERVED.

14

52.242-4017 I REQUIRED INSURANCE

The Contractor, in accordance with the clause "Insurance--Work on a Government Installation (APR 1984) (FAR 52.228-5)," shall procure and maintain at least the minimum kinds and amounts of insurance as specified in FAR 28.307, and all related subparagraphs, and shown below:

Worker's compensation and employer's liability	\$100,000
General liability - bodily injury	\$500,000/occurrence
Automobile liability - bodily injury	\$200,000/person
	\$500,000/occurrence
Automobile liability - property	\$ 20,000/occurrence

15

52.242-4018 TECHNICAL LIAISON AND SURVEILLANCE

a. Performance by the Contractor of the technical aspects of this contract as described in the Statement of Work is under the cognizance of the US Army Engineering & Support Center, Huntsville. All matters relating solely to the technical aspects of the Contractor's performance may be communicated directly to the technical point of contact named in paragraph b below. All other matters shall be referred to the contract specialist named in Section G, paragraph 3.

b. The technical point of contact is:

NAME: David Skridulis

ORGANIZATION CODE: CEHNC-PM-ED

TELEPHONE NUMBER: 256-895-1468

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52.242-4021 LICENSES AND PERMITS

The successful offeror shall be responsible for obtaining any necessary licenses and permits and for complying with all laws, ordinances, statutes, and regulations in connections with the furnishing of the services herein. The offeror will bear the burden of any cost associated with the license and permits.

17

52.242-4080 PUBLIC DISCLOSURES

The Contractor shall make no public announcements or disclosures relative to information contained or developed in this contract except as authorized in writing by the Contracting Officer.

18

52.242-4407 KEY PERSONNEL

It is essential that the key personnel identified in the contractor's offer be used to perform work under this contract. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

19

52.242-4609 CONFERENCES

Periodic meetings shall be scheduled whenever requested by the Contractor or directed by the Contracting Officer for the resolution of questions or problems encountered in the performance of the work. The Contractor and/or the appropriate representative(s) shall be required to attend and participate in all conferences pertinent to the work required under this contract as directed by the Contracting Officer.

Travel expenses are reimbursable items under time-and-materials and fixed-price task orders. Travel expenses are not separately reimbursable under fixed price orders. All travel cost shall be incorporated in the agreed upon fixed price. Maximum amount allowable as travel expenses will be as specified in the Government's Joint Travel Regulation (JTR) Volume II in effect at the time travel occurs and charged in accordance with FAR 31.205-46. However, the Government reserves the right, on a task order basis, to disallow or limit long-term travel expenses, based on the duration and nature of the travel. Reimbursement will consist only of allowable cost, plus handling fee, if any, depending on the offeror's current accounting system. Copies of the Joint Travel Regulation, Volume II, may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Vouchers submitted for payment of travel expenses shall include the following information: Name of traveler, destination, time and date of departure and return, company position, purpose, and cost broken into elements.

(End of Clause)

UNILATERAL)

a. Supplies and services to be furnished under this contract shall be ordered by the issuance of both bilateral and unilateral orders using DD Form 1155. Task order types can be firm-fixed price, time-and-materials, or a combination thereof.

b. The Government shall be under no obligation to issue any particular number or types of orders and no liability to the contractor shall be incurred in the event that a certain number or types of orders are not issued; however, the Government guarantees a minimum ordering quantity of \$200,000 for the base year and \$100,000 for each option year exercised. (NOTE: This is a minimum ordering amount; NOT a minimum payment. Contractor shall only be entitled to anticipated profit for an order of this amount and provable standby costs.) The contractor shall furnish to the Government, when and if ordered, the services and/or materials set forth in the schedule B and shall undertake performance in accordance therewith and within the monetary limitations set forth therein. The contractor shall not exceed the monetary limit of any task order without prior approval of the contracting officer. Each time-and-materials task order shall be subject to the 85% / 30 day notice provision of FAR 52.232-7, on a task order basis.

c. Ordering

The following two types and/or combination of types of task orders may be issued under this contract.

FIRM-FIXED PRICE TASK ORDERS - Firm fixed price task orders will utilize the labor categories and rates provided in the Schedule B, of the basic contract. The profit for firm-fixed price orders

will be separately negotiated when the fixed-price schedule rates are used. The contractor must provide sufficient detail with regard to labor categories, hours, materials, and travel to allow an examination of the proposed cost. After agreement by the Government and the contractor on the firm-fixed price for performance of the scope of work, the Government will provide an unsigned task order containing the scope of work at the agreed upon price for signature by the contractor. The contractor must return the signed task order to the Government for signature by the contracting officer within three (3) work days of receipt. TIME-AND-MATERIALS (Bilateral) - Prior to the issuance of a time-and-materials task order, the Government will transmit the scope of work to the selected contractor(s) with an allocation of level-of-effort to conduct a site visit (if required). The contractor's estimate of the cost to perform the scope of work shall utilize only the labor categories and rates set forth in this contract. The estimate must include all labor, materials, and travel required for completion of the scope of work, and the technical rationale therefor. Based upon the contractor's estimate, the Government and contractor will enter into discussions and reach agreement on an estimated cost of completion price for a task order. After agreement by the Government and the contractor on the estimate for performance of the scope of work, the Government will provide an unsigned task order containing the scope of work at the agreed-upon estimated cost of completion price for signature by the contractor. The contractor must return the signed task order to the Government for signature by the contracting officer within three (3) days of receipt.

d. If the contractor determines that the scope of work for an order is not within the scope of the basic contract, the contractor shall notify the contracting officer immediately in writing and shall include the reasons for such judgement.

e. The contractor shall not transfer labor or travel/material dollars between separate orders, except prior written permission of the contracting officer.

f. All orders will be signed by the contracting officer before performance begins. No work shall be initiated by the contractor prior to receipt of the signed order. It is the intent of the Government to distribute the issuance of orders over the five (5) year ordering period of the contract. However, due to the nature of the mission, there is no guarantee of an orderly flow of work. Orders may be issued under this contract from the date of award throughout the contract period of performance.

g. All orders issued hereunder are subject to the terms and conditions of the basic contract. The basic contract shall control in the event of a conflict with any order. There are multiple clauses covering the same obligations by contract type. Individual task orders will be governed by the applicable clauses.

(END OF CLAUSE)

delivery orders resulting from this solicitation shall be subject to prior written approval of the Contracting Officer.

23 52.242-4644 ATTAINMENT OF OBJECTIVES

The quality and depth of effort required for the attainment of the objectives of this proposed contract shall be performed by personnel possessing not less than the level of qualifications proposed by the offeror(s) and considered by the Government in the award of this proposed contract.

24 52.242-4645 CITIZENSHIP

All UXO personnel employed for the performance under this proposed contract shall be a United States Citizen.

25 52.242-4656 DISMISSALS

The contracting officer may require the contractor to dismiss from work hereunder such employee or employees as the contracting officer deems incompetent, careless, or insubordinate or whose continued employment is deemed inimical to the public interest by the contracting officer. Before dismissal, concurrence will be required from the Contractor's Program Director.

26 52.242-4657 SUPERVISION BY THE CONTRACTOR

The extent and character of the work to be done by the contractor shall be subject to the general oversight, supervision, direction, control, and approval of the contracting officer. At all times during performance of this contract and until the work is completed and accepted, the contractor shall directly supervise the work or assign and have on the work a full time project manager who is acceptable to the contracting officer and has authority to act for the contractor.

27 52.245-4602 GOVERNMENT PROPERTY

The Government reserves the right to furnish part or all documentation, materials, and/or equipment as may be deemed necessary by the Contracting Officer or his duly authorized representative for performance of each order issued, subject to the terms and conditions of the clause in Section I entitled "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)".

END OF SECTION H