AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) — Rating — Page 1 of 49 Pages

2. CONTRACT (Proc. inst. ident.) NO. NBCD04007 NBCD04007

3. EFFECTIVE DATE 10/01/2003

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY CODE 00003
Dept. of the Interior - National Business Center
1849 C Street, NW MS 1324
Division of Acquisition Services - Washington
Washington, DC 20240-

6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
NWT INC
1141 East 3900 South
Suite A 110
Salt Lake City, UT 84124
NWT INC
1141 EAST 3900 SOUTH
SUITE A110
SALT LAKE CITY, UT 84124

8. DELIVERY [ ] FOB Origin [✓] Other (See below)

9. DISCOUNT FOR PROMPT PAYMENT
10 days %
20 days %
30 days %
days %

10. SUBMIT INVOICES (4 Copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12

CODE FACILITY CODE

11. SHIP TO/MARK FOR CODE
No shipping information

12. PAYMENT WILL BE MADE BY CODE FIN
Dept. of the Interior-National Business Center, Denver Payment Office
Product and Services, Mailstop D-2777
P.O. Box 272025
Denver, CO 80227-9025

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
[ ] 10 U.S.C. 2304(c) ( ) [ ] 41 U.S.C. 253(c) ( )

14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				

15G. TOTAL AMOUNT OF CONTRACT 2,371,323.95

16. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-14			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTIONS/SPECS/WORK STATEMENT	17	X	J	LIST OF ATTACHMENTS	49
X	D	PACKAGING AND MARKING	29			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	30		K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES AND PERFORMANCE	32		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
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X	H	SPECIAL CONTRACT REQUIREMENTS	39				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. (Attachments are listed herein.)

18. [✓] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number NBCR03035/0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) Sherran D. Smith, Vice President

20A. NAME OF CONTRACTING OFFICER Debra L. Glass

19B. NAME OF CONTRACTOR By Sherran D. Smith (Signature of person authorized to sign)

19C. DATE SIGNED 9/17/03

20B. UNITED STATES OF AMERICA By Debra L. Glass (Signature of Contracting Officer)

20C. DATE SIGNED 9-16-03

NSN 7540-01-152-8069 PREVIOUS EDITION UNUSABLE

STANDARD FORM 26 (REV. 4-85) Prescribed by GSA FAR (48 CFR) 53.214(a)

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J1. SECTION J

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT 1: List of Agencies Utilizing DOI Laboratory Contract

ATTACHMENT 2: Automated Data Processing Requirements

EXHIBIT 1: Data File Format/Layout
EXHIBIT 2: Fatal and Non-Fatal Error Codes

ATTACHMENT 3: Preaward Responsibility Evaluation

Attachment 1

List of Agencies Utilizing DOI Laboratory Contract

Action
Administrative Office of the U.S. Courts
Advisory Commission on Intergovernmental Relations
Agency for International Development (IG)
Agency for International Development
Architectural and Transportation Barriers Compliance Board
Army - Center for Substance Abuse Programs
Army - Criminal Investigation Division
Army - Fort Monmouth
Army - Intelligence and Security Command
Army - Letterkenny Depot
Army - McAlester Army Ammunition Plant
Army - Office of the Secretary
Army - Picatinny Arsenal
Army - STRICOM
Army - Soldiers & Biological Chemical Command
Army - Tobyhanna Depot
Army - War College
Army Corps of Engineers
Army Material Command
Army Research Laboratory
Board for International Broadcasting
Committee for Purchase from the Blind/Severely Handicapped
Commodity Futures Trading Commission
Consumer Product Safety Commission
Court Services and Offenders Supervision Agency
Defense Contract Audit Agency
Defense Finance and Accounting Service

Total Funding: $0.00

FYs | Fund | Budget Org | Sub | Object Class | Sub | Program | Cost Org | Sub | Proj/Job No. | Sub | Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	Contractor shall provide all labor,materials,equipment, and facilities	0001	10/01/2003 (10/01/2003 to 09/30/2004)	48,000.00		$8.500	$ 408,000.00
	to conduct laboratory analysis of urine specimens as specified in contract. INITIAL AND CONFIRMATORY TEST (ESTIMATED QUANTITY: 48,000)						
0002	EXPERT TESTIMONY	0002	10/01/2003 (10/01/2003 to 09/30/2004)	10.00		$750.000	$ 7,500.00
	(ESTIMATED QUANTITY: 10 TIMES)						
003	LITIGATION PACKAGE	0003	10/01/2003 (10/01/2003 to 09/30/2004)	2.00		$200.000	$ 400.00
	(ESTIMATED QUANTITY: 2 PACKAGES)						
0004	PREPARE/SHIP SPLIT SPECIMEN TO SECOND LAB	0004	10/01/2003 (10/01/2003 to 09/30/2004)	3.00		$20.000	$ 60.00
	(ESTIMATED QUANTITY: 3 TIMES)						
0005	CANCELLED SPECIMENS	0005	10/01/2003 (10/01/2003 to 09/30/2004)	270.00		$5.000	$ 1,350.00
	(ESTIMATED QUANTITY:270)						

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division Closed FYs Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	SINGLE SPECIMEN BOTTLE BOX KIT	0006	10/01/2003 (10/01/2003 to 09/30/2004)	25,000.00		$.750	$ 18,750.00
	(ESTIMATED QUANTITY:25,000)						
0007	SPLIT SPECIMEN BOTTLES BOX KIT	0007	10/01/2003 (10/01/2003 to 09/30/2004)	2,000.00		$.850	$ 1,700.00
	(ESTIMATED QUANTITY:2,000)						
0008	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM	0008	10/01/2003 (10/01/2003 to 09/30/2004)	5,000.00		$.300	$ 1,500.00
	(NO PRINTING) (ESTIMATED QUANITITY:5,000)						
0009	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM	0009	10/01/2003 (10/01/2003 to 09/30/2004)	20,000.00		$.350	$ 7,000.00
	(PREPRINTED) (ESIMATED QUANTITY:20,000)						
0010	PREPAID SHIPPING LABELS	0010	10/01/2003 (10/01/2003 to 09/30/2004)	50.00		$9.000	$ 450.00
	(ESTIMATED QUANTITY:50)						

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0011	PERFORM SCREENING TESTS FOR OTHER SCHEDULE I AND II DRUGS OF	0011	10/01/2003 (10/01/2003 to 09/30/2004)	50.00		$5.000	$ 250.00
	CONTROLLED SUBSTANCES ACT (ESTIMATED QUANTITY:50)						
0012	PERFORM CONFIRMATION TESTS FOR OTHER SCHEDULE I AND II DRUGS OF	0012	10/01/2003 (10/01/2003 to 09/30/2004)	25.00		$50.000	$ 1,250.00
	THE CONTROLLED SUBSTANCES ACT (ESTIMATED QUANTITY:25)						
013	INTITIAL AND CONFIRMATORY TEST	0013	10/01/2004 (10/01/2004 to 09/30/2005)	48,000.00		$8.750	$ 420,000.00 OPTION PERIOD
	(ESTIMATED QUANTITY:48,000)						
0014	EXPERT TESTIMONY	0014	10/01/2004 (10/01/2004 to 09/30/2005)	10.00		$750.000	$ 7,500.00 OPTION PERIOD
	(ESTIMATED QUANTITY: 10 TIMES)						
0015	LITIGATION PACKAGE	0015	10/01/2004 (01/01/2004 to 09/30/2005)	2.00		$200.000	$ 400.00 OPTION PERIOD
	(ESTIMATED QUANTITY:2 PACKAGES)						

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	Rating	Page 1 of Pages 49
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5. ISSUED BY CODE 00003

Dept of the Interior - National Business Center
849 C Street, NW MS 1324
Division of Acquisition Services - Washington

Washington, DC 20240-

6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

NWT, INC
1141 East 3900 South
Suite A 110
Salt Lake City, UT 84124-

CODE * FACILITY CODE

8. DELIVERY ☐ FOB Origin ☑ Other (See below)

9. DISCOUNT FOR PROMPT PAYMENT
10 days %
20 days %
30 days %
days %

10. SUBMIT INVOICES (4 Copies unless other-wise specified) To THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO/MARK FOR CODE

No Shipping Information

12. PAYMENT WILL BE MADE BY CODE FIN

Dept. of the Interior-National Business Center, Denver Payment Office
Product and Services, Mailstop D-2777
P.O. Box 272025

Denver, CO 80227-9025

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

14. ACCOUNTING AND APPROPRIATION DATA
- - - - - - - - - - - - - - - - - -

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				

15G. TOTAL AMOUNT OF CONTRACT 2,371,323.95

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X	F	DELIVERIES AND PERFORMANCE	32				
X	G	CONTRACT ADMINISTRATION DATA	34		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	39		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office)* Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein.
(Attachments are listed herein.)

18. ☑ AWARD *(Contractor is not required to sign this document.)* Your offer on Solicitation Number NBCR03035/0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER *(Type or print)*

20A. NAME OF CONTRACTING OFFICER
Debra L. Glass

NAME OF CONTRACTOR
By _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
By _____
(Signature of Contracting Officer)

20C. DATE SIGNED

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	Contractor shall provide all labor,materials,equipment, and facilities	0001	10/01/2003	48,000.00		$8.500	$ 408,000.00
			(10/01/2003 to 09/30/2004)				
	to conduct laboratory analysis of urine specimens as specified in contract. INITIAL AND CONFIRMATORY TEST (ESTIMATED QUANTITY: 48,000)						
0002	EXPERT TESTIMONY	0002	10/01/2003	10.00		$750.000	$ 7,500.00
			(10/01/2003 to 09/30/2004)				
	(ESTIMATED QUANTITY: 10 TIMES)						
0003	LITIGATION PACKAGE	0003	10/01/2003	2.00		$200.000	$ 400.00
			(10/01/2003 to 09/30/2004)				
	(ESTIMATED QUANTITY: 2 PACKAGES)						
0004	PREPARE/SHIP SPLIT SPECIMEN TO SECOND LAB	0004	10/01/2003	3.00		$20.000	$ 60.00
			(10/01/2003 to 09/30/2004)				
	(ESTIMATED QUANTITY: 3 TIMES)						
0005	CANCELLED SPECIMENS	0005	10/01/2003	270.00		$5.000	$ 1,350.00
			(10/01/2003 to 09/30/2004)				
	(ESTIMATED QUANTITY:270)						

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	SINGLE SPECIMEN BOTTLE BOX KIT	0006	10/01/2003	25,000.00		$.750	$ 18,750.00
			(10/01/2003 to 09/30/2004)				
	(ESTIMATED QUANTITY:25,000)						
0007	SPLIT SPECIMEN BOTTLES BOX KIT	0007	10/01/2003	2,000.00		$.850	$ 1,700.00
			(10/01/2003 to 09/30/2004)				
	(ESTIMATED QUANTITY:2,000)						
0008	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM	0008	10/01/2003	5,000.00		$.300	$ 1,500.00
			(10/01/2003 to 09/30/2004)				
	(NO PRINTING) (ESTIMATED QUANITITY:5,000)						
0009	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM	0009	10/01/2003	20,000.00		$.350	$ 7,000.00
			(10/01/2003 to 09/30/2004)				
	(PREPRINTED) (ESIMATED QUANTITY:20,000)						
0010	PREPAID SHIPPING LABELS	0010	10/01/2003	50.00		$9.000	$ 450.00
			(10/01/2003 to 09/30/2004)				
	(ESTIMATED QUANTITY:50)						

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0011	PERFORM SCREENING TESTS FOR OTHER SCHEDULE I AND II DRUGS OF CONTROLLED SUBSTANCES ACT (ESTIMATED QUANTITY:50)	0011	10/01/2003 (10/01/2003 to 09/30/2004)	50.00		$5.000	$ 250.00
0012	PERFORM CONFIRMATION TESTS FOR OTHER SCHEDULE I AND II DRUGS OF THE CONTROLLED SUBSTANCES ACT (ESTIMATED QUANTITY:25)	0012	10/01/2003 (10/01/2003 to 09/30/2004)	25.00		$50.000	$ 1,250.00
0013	INTITIAL AND CONFIRMATORY TEST (ESTIMATED QUANTITY:48,000)	0013	10/01/2004 (10/01/2004 to 09/30/2005)	48,000.00		$8.750	$ 420,000.00 OPTION PERIOD
0014	EXPERT TESTIMONY (ESTIMATED QUANTITY: 10 TIMES)	0014	10/01/2004 (10/01/2004 to 09/30/2005)	10.00		$750.000	$ 7,500.00 OPTION PERIOD
0015	LITIGATION PACKAGE (ESTIMATED QUANTITY:2 PACKAGES)	0015	10/01/2004 (01/01/2004 to 09/30/2005)	2.00		$200.000	$ 400.00 OPTION PERIOD

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0016	PREPARE/SHIP SPLIT SPECIMEN TO SECOND LAB (ESTIMATED QUANTITY: 3 TIMES)	0016	10/01/2004 (10/01/2004 to 09/30/2005)	3.00		$20.000	$ 60.00 OPTION PERIOD
0017	CANCELLED SPECIMENS (ESTIMATED QUANTITY:270)	0017	10/01/2004 (10/01/2004 to 09/30/2005)	270.00		$5.150	$ 1,390.50 OPTION PERIOD
0018	SINGLE SPECIMEN BOTTLE BOX KIT (ESTIMATED QUANTITY:25,000)	0018	10/01/2004 (10/01/2004 to 09/30/2005)	25,000.00	box	$.770	$ 19,250.00 OPTION PERIOD
0019	SPLIT SPECIMEN BOTTLES BOX KIT (ESTIMATED QUANTITY:2,000)	0019	10/01/2004 (10/01/2004 to 09/30/2005)	2,000.00		$.870	$ 1,740.00 OPTION PERIOD
0020	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROLFORM NO PRINTING) (ESTIMATED QUANTITY:5,000)	0020	10/01/2004 (10/01/2004 to 09/30/2005)	5,000.00		$.310	$ 1,550.00 OPTION PERIOD

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0021	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM (PREPRINTED) (ESTIMATED QUANTITY:20,000)	0021	10/01/2004 (10/01/2004 to 09/30/2005)	20,000.00		$.360	$ 7,200.00 OPTION PERIOD
0022	PREPAID SHIPPING LABELS (ESTIMATED QUANTITY:50)	0022	10/01/2004 (10/01/2004 to 09/30/2005)	50.00		$9.450	$ 472.50 OPTION PERIOD
0023	PERFORM SCREENING TESTS FOR OTHER SCHEDULE I AND II DRUGS OF CONTROLLED SUBSTANCES ACT	0023	10/01/2004 (10/01/2004 to 09/30/2005)	50.00		$5.150	$ 257.50 OPTION PERIOD
0024	PERFORM CONFIRMATION TESTS FOR OTHER SCHEDULE I AND II DRUGS OF THE CONTROLLED SUBSTANCES ACT (ESTIMATED QUANTITY:25)	0024	10/01/2004 (10/01/2004 to 09/30/2005)	25.00		$51.500	$ 1,287.50 OPTION PERIOD
0025	INITIAL AND CONFIRMATORY TEST (ESTIMATED QUANTITY:48,000)	0025	10/01/2005 (10/01/2005 to 09/30/2006)	48,000.00		$9.000	$ 432,000.00 OPTION PERIOD

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0026	EXPERT TESTIMONY (ESTIMATED QUANTITY: 10 TIMES)	0026	10/01/2005 (10/01/2005 to 09/30/2006)	10.00		$750.000	$ 7,500.00 OPTION PERIOD
0027	LITIGATION PACKAGE (ESTIMATED QUANITITY: 2 PACKAGES)	0027	10/01/2005 (10/01/2005 to 09/30/2006)	2.00		$200.000	$ 400.00 OPTION PERIOD
0028	PREPARE/SHIP SPLIT SPECIMEN TO SECOND LAB (ESTIMATED QUANTITY: 3 TIMES)	0028	10/01/2005 (10/01/2005 to 09/30/2006)	3.00		$21.000	$ 63.00 OPTION PERIOD
0029	CANCELLED SPECIMENS (ESTIMATED QUANTITY:270)	0029	10/01/2005 (10/01/2005 to 09/30/2006)	270.00		$5.300	$ 1,431.00 OPTION PERIOD
0030	SINGLE SPECIMEN BOTTLE BOX KIT (ESTIMATED QUANTITY:25,000)	0030	10/01/2005 (10/01/2005 to 09/30/2006)	25,000.00		$.800	$ 20,000.00 OPTION PERIOD

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0031	SPLIT SPECIMEN BOTTLES BOX KIT (ESTIMATED QUANITY: 2,000)	0031	10/01/2005 (10/01/2005 to 09/30/2006)	2,000.00		$.900	$ 1,800.00 OPTION PERIOD
0032	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM (NO PRINTING) (ESTIMATED QUANTITY:5,000)	0032	10/01/2005 (10/01/2005 to 09/30/2006)	5,000.00		$.320	$ 1,600.00 OPTION PERIOD
0033	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM (PREPRINTED) (ESTIMATED QUANTITY:20,000)	0033	10/01/2005 (10/01/2005 to 09/30/2006)	20,000.00		$.370	$ 7,400.00 OPTION PERIOD
0034	PREPAID SHIPPING LABELS (ESTIMATED QUANTITY:50)	0034	10/01/2005 (10/01/2005 to 09/30/2006)	50.00		$9.750	$ 487.50 OPTION PERIOD
0035	PERFORM SCREENING TESTS FOR OTHER SCHUDULE I AND II DRUGS OF THE CONTROLLED SUBSTANCES ACT (ESTIMATED QUANTITY	0035	10/01/2005 (10/01/2005 to 09/30/2006)	50.00		$5.300	$ 265.00 OPTION PERIOD

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0036	PERFORM CONFIRMATION TESTS FOR OTHER SCHEDULE I AND II DRUGS OF THE CONTROLLED SUBSTANCES ACT (ESTIMATED QUANTITY:25)	0036	10/01/2005 (10/01/2005 to 09/30/2006)	25.00		$53.000	$ 1,325.00 OPTION PERIOD
0037	INITIAL AND CONFIRMATORY TEST (ESTIMATED QUANTITY:48,000)	0037	10/01/2006 (10/01/2006 to 09/30/2007)	48,000.00		$9.250	$ 444,000.00 OPTION PERIOD
0038	EXPERT TESTIMONY (ESTIMATED QUANTITY:10 TIMES)	0038	10/01/2006 (10/01/2006 to 09/30/2007)	10.00		$750.000	$ 7,500.00 OPTION PERIOD
0039	LITIGATION PACKAGE (ESTIMATED QUANTITY: 2 PACKAGES)	0039	10/01/2006 (10/01/2006 to 09/30/2007)	2.00		$200.000	$ 400.00 OPTION PERIOD
0040	PREPARE/SHIP SPLIT SPECIMEN TO SECOND LAB (ESTIMATED QUANTITY:3 TIMES)	0040	10/01/2006 (10/01/2006 to 09/30/2007)	3.00		$21.500	$ 64.50 OPTION PERIOD

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0041	CANCELLED SPECIMENS (ESTIMATED QUANTITY:270)	0041	10/01/2006 (10/01/2006 to 09/30/2007)	270.00		$5.450	$ 1,471.50 OPTION PERIOD
0042	SINGLE SPECIMEN BOTTLE BOX KIT (ESTIMATED QUANTITY:25,000)	0042	10/01/2006 (10/01/2006 to 09/30/2007)	25,000.00		$.820	$ 20,500.00 OPTION PERIOD
0043	SPLIT SPECIMEN BOTTLES BOX KIT (ESTIMATED QUANTITY:2,000)	0043	10/01/2006 (10/01/2006 to 09/30/2007)	2,000.00		$.920	$ 1,840.00 OPTION PERIOD
0044	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM (NO PRINTING)	0044	10/01/2006 (10/01/2006 to 09/30/2007)	5,000.00		$.330	$ 1,650.00 OPTION PERIOD
0045	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM (NO PRINTING) (ESTIMATED QUANTITY:20,000)	0045	10/01/2006 (10/01/2006 to 09/30/2007)	20,000.00		$.380	$ 7,600.00 OPTION PERIOD

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0046	PREPAID SHIPPING LABELS (ESTIMATED QUANTITY:50)	0046	10/01/2006 (10/01/2006 to 09/30/2007)	50.00		$10.000	$ 500.00 OPTION PERIOD
0047	PERFORM SCREENING TESTS FOR OTHER SCHEDULE I AND II DRUGS OF THE CONTROLLED SUBSTANCES ACT (ESTIMATED QUANTITY:50)	0047	10/01/2006 (10/01/2006 to 09/30/2007)	50.00		$5.450	$ 272.50 OPTION PERIOD
0048	PERFORM CONFIRMATION TESTS FOR OTHER SCHEDULE I AND II DRUGS OF THE CONTROLLED SUBSTANCES ACT (ESTIMATED QUANTITY:25)	0048	10/01/2006 (10/01/2006 to 09/30/2007)	25.00		$54.500	$ 1,362.50 OPTION PERIOD
0049	INITIAL AND CONFIRMATORY TEST (ESTIMATED QUANTITY:48,000)	0049	10/01/2007 (10/01/2007 to 09/30/2008)	48,000.00		$9.500	$ 456,000.00 OPTION PERIOD
0050	EXPERT TESTIMONY (ESTIMATED QUANTITY: 10 TIMES)	0050	10/01/2007 (10/01/2007 to 09/30/2008)	10.00		$750.000	$ 7,500.00 OPTION PERIOD

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0051	LITIGATION PACKAGE (ESTIMATED QUANTITY: 2 PACKAGE)	0051	10/01/2007 (10/01/2007 to 09/30/2008)	2.00		$200.000	$ 400.00 OPTION PERIOD
0052	PREPARE/SHIP SPLIT SPECIMEN TO SECOND LAB (ESIMATED QUANTITY:3 TIMES)	0052	10/01/2007 (10/01/2007 to 09/30/2008)	3.00		$22.150	$ 66.45 OPTION PERIOD
0053	CANCELLED SPECIMENS (ESTIMATED QUANTITY:270)	0053	10/01/2007 (10/01/2007 to 09/30/2008)	270.00		$5.600	$ 1,512.00 OPTION PERIOD
0054	SINGLE SPECIMEN BOTTLE BOX KIT (ESTIMATED QUANTITY:25,000)	0054	10/01/2007 (10/01/2007 to 09/30/2008)	25,000.00		$.850	$ 21,250.00 OPTION PERIOD
0055	SPLIT SPECIMEN BOTTLES BOX KIT (ESTIMATED QUANTITY: 2,000)	0055	10/01/2007 (10/01/2007 to 09/30/2008)	2,000.00		$.950	$ 1,900.00 OPTION PERIOD

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0056	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM (NO PRINTING) (ESTIMATED QUANTITY: 5,000)	0056	10/01/2007 (10/01/2007 to 09/30/2008)	5,000.00		$.350	$ 1,750.00 OPTION PERIOD
0057	5-PART FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM (PREPRINTED) (ESTIMATED QUANTITY: 20,000)	0057	10/01/2007 (10/01/2007 to 09/30/2008)	20,000.00		$.400	$ 8,000.00 OPTION PERIOD
0058	PREPAID SHIPPING LABELS (ESTIMATED QUANTITY: 50)	0058	10/01/2007 (10/01/2007 to 09/30/2008)	50.00		$10.300	$ 515.00 OPTION PERIOD
0059	PERFORM SCREENING TESTS FOR OTHER SCHEDULE I AND II DRUGS OF THE CONTROLLED SUBSTANCES ACT (ESTIMATED QUANTITY:50)	0059	10/01/2007 (10/01/2007 to 09/30/2008)	50.00		$5.600	$ 280.00 OPTION PERIOD
0060	PERFORM SCREENING TESTS FOR OTHER SCHEDULE 1 AND II DRUGS OF THE CONTROLLED SUBSTANCES ACT (ESTIMATED QUANTITY:25)	0060	10/01/2007 (10/01/2007 to 09/30/2008)	25.00		$56.000	$ 1,400.00 OPTION PERIOD

Line Item Summary	Document Number	Title	Page
	NBCC04007	DRUG TESTING	14 of 49

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)

Total Cost: $2,371,323.95

$0.00

Total Funding: $0.00

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. PREAMBLE

The solicitation is issued by the Department of the Interior (DOI). The contract resulting from this solicitation may be used by approximately 75 agencies, referred to as participating Agencies or Government, which shall be identified at the time of contract award. The DOI reserves the right to add additional or delete agencies via modification subsequent to contract award. The agencies currently identified to use the contract are provided in Attachment 1.

The contractor is not authorized to honor any delivery order placed against this contract from any entity not listed in Attachment 1 or as identified in subsequent modifications without advance approval from the DOI Contracting Officer.

2. REQUIRED SERVICES

A. General

The Contractor shall provide to the Government all labor, materials, and equipment necessary for the laboratory analysis of urine specimens. The Contractor shall perform testing of urine specimens for the presence of Amphetamines, Opiates, Phencyclidine (PCP), Cocaine, and Marijuana (5 drug panel). The appropriate cutoff levels/values for each of the drugs tested is provided below in paragraph 3. Agencies may request a 2 panel (Marijuana, Cocaine) or 5 drug panel at no additional cost.

The Contractor shall be required to perform and comply with all applicable provisions of the Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as published in Volume 59 of the Federal Register on June 9, 1994; effective September 1, 1994 (59 FR 29908); and the Omnibus Transportation Employee Testing Act of 1991 (OTETA), in accordance with Department of Transportation (DOT) procedures including: 49 CFR Parts 40, 199, 219, 382, 391, 392, and 395; and 14 CFR Parts 61, 63, 65, 121, and 135, as applicable, which govern various transportation industries and the testing processes. The guidelines and procedures may be routinely updated for the purpose of providing additional guidance. The Contractor shall be required to comply with current guidelines and procedures, and updates as furnished by the Contracting Officers Technical Representative (COTR). To the extent that any of the requirements in this contract are inconsistent with any of those specified in the Mandatory Guidelines promulgated by the HHS, DOT procedures, or other pertinent regulations from governing Federal agencies, or any subsequent amendment thereto, such HHS Guidelines and DOT procedures or amendment shall supersede the requirements specified in this contract, but only to the extent of the inconsistency.

B. Drug Testing of Contract Employees

Not later than the contract award date, the Contractor shall establish an internal drug testing program to ensure that: (a) its employees involved in the receiving, processing, analyzing and reporting of results for urine specimens are drug-free; (b) such testing is done according to current HHS Guidelines. Testing requirements shall also apply to personnel at the backup laboratory.

C. Automated Data Processing

The Contractor shall be able to provide and perform all of the Automated Drug Testing System requirements provided in SECTION J, Attachment 2.

The laboratory shall prepare and maintain a written emergency backup and contingency plan, for their automated system(s) for accessioning and tracking test results and data electronically being sent to the collection contractor, MRO, and Agency internet application to query specimens received/reported, to describe how system(s) down time will be prevented or immediately corrected. The written plan shall describe the procedures and methods utilized to prevent and minimize down time for the automated system(s), and list operational alternatives to immediately correct down time incidents.

The laboratory automated systems shall be Year 2000 compliant (software and hardware).

Note: Agencies are solely responsible for their interpretation of HHS Guidelines concerning electronically transmitted results.

3. PERSONNEL SECURITY REQUIREMENTS

The Contractor shall keep all information in the strictest of confidence and take measures to protect it from unauthorized modification or destruction, said information being the sole property of the Government. The Contractor shall not publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form nor authorize or permit others to do so. The Contractor shall take measures to restrict access to this information, while in their possession, to only those employees needing such information to perform the work provided herein. The Contractor shall immediately notify, telephonically and in writing, the COTR of any event determined or suspected to become a breach of the requirement.

The drug testing records are covered under the Privacy Act and are considered sensitive information. Contractor personnel with direct access to the automated drug testing system for this contract shall be required to under a National Agency Check and Inquiries (NACI) investigation, conducted by the Defense Security Service or U. S. Office of Personnel Management (or their designated representatives). The NACI shall be initiated within 14 days of placement for newly hired employees. The NACI shall be completed and favorably adjudicated by the DOI Employee and Public Services Division. The COTR shall resolve any disputes. The DOI will provide the necessary forms and bear the cost of the investigations.

The above contractor personnel shall submit the following forms for each employee, with access to DOI information, to the COTR:

a. One Standard Form (SF) 85, Revised December 1990, Questionnaire for Non-Sensitive Positions.

b. One SF-87 (REV. 4-84), Fingerprint Card. (Note: Fingerprint cards may be completed by local law enforcement agencies).

c. SF-171 (REV.6/88), Application for Federal Employment, with only items 6, 19, 28, 36 and 38 through 44 completed.

All Forms shall be signed and dated by the subject of the investigation. All Forms shall be legibly printed or typed.

Employees that do not receive favorable investigation adjudications shall not be authorized to information under this contract.

The Contractor shall be responsible for thoroughly reviewing all forms submitted to ensure accuracy and completion. The Contractor shall provide the COTR with a weekly status report in electronic format (E-mail, ASCII, automated drug testing system, etc.).

4. LINE ITEMS 0001, OPTION ITEMS 0013, 0025, 0037, 0049

A. Testing Controls

Upon receipt of a specimen, the lab shall initially examine every specimen for any evidence of tampering, leakage, adulteration, substitution or other unusual condition. The laboratory, on request, or for those specimens which, upon visual or odor review are suspected to contain a substance other than urine, shall perform specific gravity determinations, test the ph level, and for creatinine. These specimens shall be analyzed and the results that suggest adulteration, dilution or other tampering shall be reported to the agency COTR/Drug Program Manager (DPM) within an average of 12 hours of receipt of the specimen, at no additional cost to the agency.

The laboratory shall initially test all specimens for creatinine. If the creatinine level is below 20 mL per deciliter, then the laboratory shall perform other tests for adulterants as appropriate (e.g., ph, specific gravity, etc.)

Although not a requirement, the Government strongly recommends that the Contractor be able to perform additional appropriate tests to determine the presence of adulterated specimens. This would include the purchase and scientific study of commercially available adulterants and devices for the adulteration of specimens. Any adulterant tests performed shall be in accordance with HHS Guidelines and Federal regulations. The purpose of adulterant testing is to identify the presence and the type of adulterant present in the specimen. The Government recommends adulterant testing include tests for: glutaraldehyde, nitrites, pyridine, chlorochromate, pyridinium, bleach and soap. The Contractor shall be able to meet any new HHS/DOT standards for adulterant testing immediately upon approval (no start up time).

Both quality control and blind performance test samples shall appear as ordinary samples to laboratory analysts.

The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

	initial test level (ng/mL)
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1,000

These test levels are subject to change by the HHS as advances in technology or other considerations warrant identification of these substances at other concentrations.

All specimens identified as positive on the initial test shall be confirmed for the class(es) of drugs screened positive on the initial test using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this paragraph. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "exceeds the linear range of the test."

	confirmatory test level (ng/mL)
Marijuana metabolites 1	15
Cocaine metabolites 2	150
Opiates	
Morphine	2000
Codeine	2000
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine 3	500
"6-Acetylmorphine	10

1 - Delta-9-tetrahydrocannabinol-9-carboxylic acid
2 - Benzoylecgonine
3 - Specimen must also contain amphetamine at concentration = or >200 ng/mL

These test levels are subject to change by HHS as advances in technology or other considerations warrant identification of these substances at other concentrations.

B. Test Results

Specimens shall be processed and results on initial screening tests that are negative reported to the agency's Medical Review Officer (MRO) within an average of 12 hours after receipt of the specimen by the laboratory. Specimens shall be processed and results on confirmation tests (negative or positive) reported to the agency's MRO within an average of 24 hours after receipt of the specimen. Each agency will provide their MRO name and address upon contract award.

All test results, both positive and negative, are to be reported by the Contractor to the Contracting Officer monthly in the statistical summary of urinalysis testing. The Contractor shall be able to provide this information electronically upon request by the COTR (in excel, .pdf or .txt format).

Note: From FY99 thru FY02, there were approx. 48,000 lab tests performed per year under the contract; and approx. 700 lab positives reported per year.

C. Sensitivity of Tests

The Contractor shall test the urine specimens at the sensitivity levels set forth or as otherwise mutually agreed upon by the Government and the Contractor.

D. Storage

(1) Short-term Storage. Specimens that do not receive an initial testing within two days of arrival at the laboratory shall be placed in secure refrigeration units. Temperatures shall not exceed six degrees centigrade. Emergency power equipment shall be available in case of prolonged power failure.

(2) Long-term Storage. All specimens initially tested negative need not be retained. Specimens tested positive shall be confirmed as described in TESTING. All confirmed positive specimens shall then be placed in properly secured long-term frozen storage (-20 degrees centigrade or less) for a minimum of one year to ensure the specimens will be available for any necessary retest during administrative or disciplinary procedures. All non-confirmed positive specimens shall be disposed of. At the end of the one year period, the laboratory shall make a written request for authorization for disposal of these specimens, through the agency COTR/DPM. The laboratory shall be required to maintain any specimens under legal challenge for an indefinite period.

Long-term storage facilities shall be equipped with secure locks. Emergency power equipment shall be available in case of prolonged power failure. Access to the long-term storage facility shall be limited to authorized personnel only.

(3) Some agencies, under the HHS program, allow two specimens to be collected for an employee and sent to the laboratory, and may request storage of split specimens pending the need to analyze them. Not all agencies exercise this option. For those that do, do not test the second specimen unless requested to do so by the agency DPM or MRO. If the agency specimen (bottle A) is negative, discard the second specimen (bottle B). However, if the agency specimen (bottle A) is positive, then hold the second specimen (bottle B) for the same period you would the agency specimen (bottle A) or test it following the above procedure and send the results to the agency MRO.

DOT split specimens should be processed and maintained in accordance with DOT procedures.

E. Records

(1) The Contractor shall establish and maintain a properly secured filing system for all data and records, for both the agency's and the laboratory's records of employee urinalysis results, performed under this contract. Records relating to this contract shall be segregated from other records kept by the Contractor for a minimum of 3 years for negative test results and indefinitely for positive test results, or according to the latest version of HHS guidelines, DOT procedures or records retention schedule promulgated by the National Archives. The Contractor shall have the ability to sort and provide the CCForms by agency upon request.

Records resulting from the testing of Government employees or applicants for employment are covered by Privacy Act Systems of Records Notices OPM/GOVT-10 and OPM/GOVT-5 respectively. Destruction of records shall follow regulations issued by the Archivist of the United States (44 U.S.C. 3302). Records shall be destroyed by pulping, macerating, shredding or by otherwise definitively destroying the information contained in the records in accordance with 36 CFR 1228.58. Destruction shall be witnessed by a contractor employee. Electronic records shall be destroyed in accordance with Federal regulations, as approved in advance by the COTR.

(2) Filing System (Records). All records that the Contractor maintains in the Secure Filing System, and all other records (including financial records) that disclose the identity of any participating Agency employee shall be treated in a MEDICALLY CONFIDENTIAL MANNER. The Contractor shall protect all such records from disclosure except in accordance with the paragraph on "Availability (Records)."

All records, hard copy and electronic, are subject to the Privacy Act, 5 USC 552a, and other applicable laws and regulations, and shall be maintained and used with the highest regard for employee privacy.

(3) Availability (Records). The Contractor shall not release any records or information relating to participating Agency programs or employees without the advance written approval of the agency COTR/DPM.

The Contractor shall agree to make available its staff members to discuss the testing of a specimen with participating Agencies. Disclosure of records and discussions with staff members under this paragraph shall be on an "unrestricted communications" basis. The Government agrees to provide any necessary consents in accordance with the Privacy Act.

(4) Inspection and Examination. The Contractor shall maintain for inspection and examination by the COTR/DPM all records associated with the testing during performance of the contract in accordance with the time periods specified in paragraph 6(a). At the conclusion of the contract, the Contractor shall release all records to the Government within 10 days after completion of the contract.

This shall include hard copies and electronic copies (E-mail, ASCII, automated drug testing system(s), etc.). The Contractor shall receive and store prior laboratory records, if requested. Security and storage shall be in a manner similar to that for records under this contract.

(5) Chain of Custody. The Contractor shall maintain a labeling, recording, and record keeping system that is mutually agreeable to the COTR and the Contractor. The system shall include but is not limited to identification of each specimen and all aliquots of the specimen at each stage of collection, shipping, transfer, testing, and storage.

Logs shall be kept at each stage in the testing process with each employee handling the specimen clearly identified. A numbering system shall be maintained for each specimen so that it can be identified at each stage of the testing process.

Any samples which the Contractor believes may have been adulterated will be forwarded for testing with appropriate documentation accompanying sample indicating that it may have been adulterated.

(6) Records Custodian Designation. The Contractor shall designate in writing a custodian of the laboratory's records of all testing conducted under this contract. A copy of the written designation shall be provided to the Contracting Officer and agencies respective COTR's/DPM's. The custodian shall be responsible for maintaining the laboratory's records of all aspects of testing conducted under this contract.

F. Licensing

At the time of proposal submission and continuing throughout the life of the contract, the Contract's laboratory shall comply with applicable state and local licensing requirements and laws, and participate in any required state or local proficiency testing programs. The contract laboratory shall also be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory shall not have lost its SAMHSA certification or had its certification suspended.

Certified laboratories shall have the facility and capability, at the same laboratory premises, of performing initial and confirmation tests for each drug or metabolite for which service is offered. Additionally, participating in a the SAMHSA accreditation and proficiency testing program for drugs of abuse is mandatory.

The Contractor shall provide the Government with a copy of all ratings attained from date of award through the period of performance of the contract, and shall consent to the release of such proficiency testing reports to participating agencies.

The Contractor shall participate in one or more facility proficiency testing programs offered by appropriate professional societies, state agencies, Federal agencies, or other organizations. Acceptable proficiency testing programs include: The College of American Pathology, American Association of Clinical Chemistry, and programs offered under the auspices of the New York Department of Health and Pennsylvania Department of Health.

G. Proficiency

The Contractor shall demonstrate an intrinsic quality control program that combines open and blind controls and a plan to respond to problems detected by the quality control program. The Contractor shall make available prior state or local proficiency ratings two (2) years prior as well as ratings attained during the period of the contract. The Contracting Officer shall consent to the release of such proficiency testing and quality control program reports to participating agencies upon request.

Any unsatisfactory proficiency testing result shall be investigated and corrective measures initiated by the laboratory. A report of the investigation findings, together with subsequent corrective actions, shall be recorded, dated and signed by the responsible supervisor and laboratory director. Copies of the report shall be sent to participating Agencies. Unsatisfactory performance on SAMHSA recognized proficiency test samples shall be sufficient cause for loss of certification and the Contracting Officer to terminate the contract for default.

The Contractor shall immediately notify the Contracting Officer and COTR if the Contractor is decertified by HHS as a SAMHSA laboratory, or if the Contractor is suspended or debarred from Federal contracting. The Contractor shall immediately provide any and

all information relating to the facts and circumstances concerning the decertification, suspension or debarment to the DOI COTR/DPM. This shall include all related correspondence between the Contractor, SAMHSA or other Federal agency.

H. Backup Laboratory

The Contractor shall submit the name of a backup laboratory (SAMHSA certified) at the time of contract award to be used in the event the Contractor looses their SAMSHA certification. The backup laboratory shall agree to all the terms and conditions of this contract. Any additional expenses in utilizing the backup laboratory shall be incurred by the Contractoor. If the backup laboratory looses their SAMHSA certification, the Contractor shall subcontract with a new SAMHSA certified backup laboratory meeting all of the requirements in this contract.

I. Laboratory Personnel

(1) Subcontracting. The laboratory shall perform all work required under these guidelines with its own personnel and equipment, unless otherwise authorized by the Contracting Officer for reasons cited in paragraph H. above.

(2) Laboratory Facilities. Laboratories shall comply with applicable provisions of any State and any local licensure requirements. Certified laboratories shall have the facility and capability, at the same laboratory, of performing initial and confirmation tests for each drug or metabolite for which service is offered.

(3) Laboratory Personnel. The laboratory shall have a Responsible Person (RP) to assume professional, organizational, educational, and administrative responsibility for the laboratory's urine drug testing facility. The RP shall have the following minimum qualifications: (1) certification as a laboratory director by the State in forensic or clinical laboratory toxicology; or hold a Ph.D. in one of the natural sciences with an adequate undergraduate and graduate education in biology, chemistry, and pharmacology or toxicology; and (2) two years experience in analytical forensic toxicology including experience with the analysis of biological materials for drugs of abuse; and (3) appropriate training and/or experience in forensic applications of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology of drugs of abuse, or other factors which qualify the individual as an expert witness in forensic toxicology. The RP is responsible for ensuring there are sufficient personnel with adequate training and experience to supervise and conduct the work of the drug testing laboratory, for having a complete and up-to-date laboratory procedure manual which is available to and followed by personnel performing tests, and for maintaining a quality assurance program.

The laboratory shall have a certifying scientist. The certifying scientist shall have: at least a bachelor's degree in the chemical or biological sciences or medical technology or equivalent who reviews all pertinent data and quality control results; training and experience in the theory and practice of all methods and procedures used in the laboratory, including a thorough understanding of chain of custody procedures, quality control practices, and analytical procedures relevant to the results that the individual certifies; and training and experience in the review, interpretation, and reporting of test results, maintenance of chain of custody, and proper remedial action to be taken in response to test systems being out of control-limits or detecting aberrant test or quality control results.

Supervisors of technical analysts shall have at least a bachelor's degree in the chemical or biological sciences or medical technology or equivalent. These individuals shall have training and experience in the theory and practice of the procedures used in the laboratory, resulting in their thorough understanding of quality control practices and procedures; the review, interpretation, and reporting of test results; maintenance of chain of custody; and proper remedial actions to be taken in response to test systems being out of control limits or detecting aberrant test or quality control results.

Other technicians or nontechnical staff shall possess the necessary training and skills for the tasks assigned. The laboratory shall make available continuing education programs to meet the needs of all laboratory personnel. Laboratory personnel files shall include: resume of training and experience, certification or license, if any; references; job descriptions; health records; records of performance evaluation and advancement; incident reports; and results of tests which establish employee competency for the position he or she holds. The COTR shall be advised of any of the above personnel changes once the contract is awarded.

The contractor shall establish a toll free 1-800 telephone number, a toll free 1-800 facsimile number, and customer service representative(s) to assist the COTR/DPM and other agency representatives in resolving questions or problems. Adequate backup personnel shall be available to assist the customer service representative(s) during busy periods. The 1-800 telephone number shall ring directly to an actual Government customer service representative. There will be no submenu choices, no delays, no transfers, no voicemail during regular business hours. The customer service representative(s) shall be available at a minimum from 7:30 am to 5:00 pm (eastern time), Monday through Friday.

The laboratory customer service representative(s), at a minimum, shall have the ability to communicate with the COTR, other agency representatives and collection contractor using a mutually acceptable electronic mail system. The customer service representative(s) shall also have telephone voice mail for after hours only.

The laboratory customer service representative(s) shall return telephone calls to the COTR, agency representatives and collection contractor within an average of two hours from the time the call is made to the laboratory customer service representative(s).

The laboratory shall establish a knowledgeable Information Systems (IS) representative(s) to resolve questions and problems concerning the automated system used to transmit accessioning and results data to the collection contractor and MRO. The laboratory IS representative(s) shall return telephone calls to the COTR and collection contractor within an average of two hours from the time the call is made to the laboratory IS representative(s).

The IS representative(s) shall immediately notify the COTR, collection contractor and MRO if the laboratory automated system to transmit accessioning and test results data is down (not operational).

J. Quality Control Program

(1) General. Drug testing laboratories shall have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, chain of custody, security and reporting of results, initial and confirmatory testing, and validation of analytical procedures. Quality assurance procedures shall be designed, implemented, and reviewed to monitor the conduct of each step of the process of testing for drugs.

(2) Laboratory Quality Control Requirements for Initial Tests. Each analytical run of specimens to be screened shall include:

(a) Sample(s) certified to contain no drug;

(b) Positive control(s) fortified with drug or metabolite;

(c) At least one positive control with the drug or metabolite at or near the threshold (cutoff);

(d) A sufficient number of calibrators to ensure and document the linearity of the assay method over time in the concentration area of the cutoff. After acceptable values are obtained for the known calibrators, those values will be used to calculate sample data;

(e) A minimum of 10 percent of the total specimens and quality control of all samples in each analytical run shall be quality control specimens; and

(f) One percent of each run, with a minimum of at least one sample shall be the laboratory's blind quality control samples to appear as normal samples to the laboratory analysts.

Implementation of procedures to ensure that carryover does not contaminate the testing of a donor's specimen shall be documented.

(3) Laboratory Quality Control Requirements for Confirmation Tests. Each analytical run of specimens to be confirmed shall include:

(a) Sample(s) certified to contain no drug (i.e., negative urine samples);

(b) Positive calibrator(s) and control(s) fortified with drug or metabolite; and

(c) At least one positive control with the drug or metabolite at or near the threshold (cutoff).

The linearity and precision of the method shall be periodically documented. Implementation of procedures to ensure that carryover does not contaminate the testing of a donor's specimen shall also be documented.

K. Equipment Maintenance and Training

The Contractor shall establish a formal program for the training of all personnel and maintenance of all equipment. These programs shall include at least the following items:

(1) Equipment. A procedural manual for each piece of equipment shall be maintained and be readily available to users. Manuals shall provide complete directions for proper operation, calibration and maintenance of the equipment.

Maintenance records for each piece of testing and storage equipment shall be kept current. All breakdowns, maintenance, calibrations and repairs performed shall be recorded and the record shall be made available on request to the Contracting Officer or his designated representative. All equipment shall be maintained to manufacturer's standards. Records shall reflect all of the above and be kept current.

Each piece of equipment used in the performance of this contract shall be properly calibrated prior for use each day on each shift if applicable. Records of calibration must be maintained by the Contractor.

When performing tests including calibration of instruments unlicensed technicians must work only under the supervision of an appropriately trained person.

The Contractor shall fully describe and provide copies of all internal and training records, to the Contracting Officer or his representative upon request.

(2) Contractor Training. Each individual involved in this contract shall receive initial and follow-up local and manufacturer training in the operation of laboratory equipment they operate, and be aware of the accepted and proper procedure to analyze for the drug of interest. Individual training records shall be maintained for each person testing or handling specimens and their records will be made available on request to the Contracting Officer or his designated representative.

L. Reporting Requirements

(1) Receiving and Accessioning Specimens

The laboratory shall pickup (or have delivered) daily, all overnight express courier packages with specimens no later than on average 8 a.m. (local time).

The laboratory shall accession all Government specimens into their automated system for accessioning and tracking tests and results data, received from the overnight express courier (FEDEX is current government contractor), as well as all other overnight express courier's, within four hours of receipt at the laboratory.

(2) Reporting Specimens With Fatal and Non-Fatal Errors

The laboratory shall report all specimens with fatal and non-fatal errors to the collection contractor within four hours can this be done faster from the time the specimens are initially received and accessioned by the laboratory. The laboratory shall maintain and review a log of all fatal and non-fatal errors with the collection contractor via telephone on a daily basis. The log shall be made available to the COTR upon request. The log shall be made available, in electronic format (i.e., excel, .pdf, .txt).

M. Statistical Summary of Urinalysis Testing

The Contractor shall provide a monthly statistical summary of urinalysis testing report to each participating agency COTR/DPM and Contracting Officer concerning their submitted specimens by agency in accordance with the contract data requirements by the tenth day following the close of the month on which reported, and containing the following information:

SCREENING TESTS (DATE TO DATE)

(1) Number of Specimens Received

(2) Number of Specimens Screened Positive For:

(a) Amphetamines: Type/Number
(b) Cocaine:
(c) Opiates: Type/number
(d) Phencyclidine:
(e) Cannabinoids:

(3) Number of Specimens Tested Within Quality Control Program:

(a) Number of false positive results by drug:
(b) Number of false negative results by drug:

CONFIRMATORY TESTS

(1) Number of Specimens Received:

(2) Number of Specimens Confirmed Positive for:

(a) Amphetamines: Type/Number
(b) Cocaine:
(c) Opiates: Type/number
(d) Phencyclidine:
(e) Cannabinoids:

(3) Number of Specimens Confirmed Positive for Multiple Drugs:

Combination/Number:

(4) Number of Specimens Processed and Negative Results Reported on Initial Tests in Excess of 12 hours from Receipt:

(5) Number of Specimens Processed and Positive Results Reported on Confirmation Tests in Excess of 24 hours from Receipt:

(6) Number of Internal Blind Specimens Tested Within Internal Quality Control Program:

(7) Number of Incorrect Results by Drug:

The log shall be made available to the COTR upon request. The log shall also be made available to the COTR and agency drug program managers from the Contractor's internet homepage, and able to be downloaded and printed in electronic format (i.e., excel, .pdf, .txt).

N. Supplies

The Contractor shall as requested, provide all labor, materials, and equipment, except that provided as Government Furnished, necessary to analyze the specimens collected.

Note: The collection contractor will be providing the specimen kits and drug testing custody and control forms.

O. Scanning

The laboratory contractor shall have an automated system to scan bar code labels on the drug testing custody and control form and specimen bottle seals and shipping bag/box custody seals.

P. Electronic Copy of Monthly Billing Statement

The Contractor monthly billing statement shall also be made available to the COTR and agency drug program managers from the Contractor's internet homepage, and able to be downloaded and printed in electronic format (i.e., excel, .pdf, .txt).

Q. Training

The Contractor shall participate in two times yearly training and education conferences for the agencies, as requested by the COTR, at no cost to the Government. Training to be held in major U.S. city locations (to be announced at later date). Training to be provided by laboratory official(s) with expert knowledge of the requirements and operations of Federally certified labs.

5. LINE ITEM 0002, OPTION ITEMS 0014, 0026, 0038, 0050

Expert Testimony

The Government may require the Contractor to make its personnel available to the participating agencies as requested to provide expert advice and testimony in support of any administrative and/or judicial/court action or other proceedings. The Contractor shall provide any documentation necessary to support the testimony of the expert witness(es). The qualifications and training records of all persons designated as expert witnesses, and the qualifications and training records of all persons testing the samples for which testimony is requested, shall be made available on each occasion testimony is requested. The laboratory director shall be able to qualify in court as an expert witness, and preferably shall have qualified in previous judicial/administrative hearings as an expert witness. Experts shall be able to provide evidence on the validity and reliability of the tests and procedures used; including chain of custody, transportation, testing, storage, and records. Technologists and other personnel shall be available as requested by participating agencies to testify concerning actual procedures used, tests conducted, or to verify chain of custody documents.

The testimony price is the rate bid by the Contractor. Travel and per diem costs are above and beyond the testimony rate established in SECTION B (costs for travel will be borne by the requesting agency). Travel and per diem rates will be based on Government regulations and schedules.

Note: The DOI had fewer than approximately 10 requests for testimony in Fiscal Year 2002.

6. LINE ITEM 0003, OPTION ITEMS 0015, 0027, 0039, 0051

Litigation Package

In support of proposed or pending challenges to drug test results, Federal agencies may request urinalysis drug testing documents packages (litigation packages). Litigation package information should include a laboratory summary report; affidavit; chain of custody documents; screening and confirmation test printouts; laboratory certifying documents; certifying scientist and technical staff qualifications).

Litigation packages shall be provided within 5 business days from the date of request by the Federal agency.

Note: From FY99 thru FY02, there were approx. 2 litigation packages provided per year under the contract.

7. LINE ITEM 0004, OPTION ITEMS 0016, 0028, 0040, 0052

Prepare/Ship Aliquot/Split Specimen to a Second Certified Laboratory

The Contractor shall prepare and ship aliquot and split specimens to a second certified laboratory, as required. The MRO, COTR or Agency Drug Program Manager may request this service. This procedure may be requested depending on whether the donor challenges the result of the specimen. All proper procedures and controls shall be followed to maintain chain of custody.

Note: From FY99 thru FY02, there were approx. 3 specimens sent to a second lab per year under the contract.

8. LINE ITEM 0005, OPTION ITEMS 0017, 0029, 0041, 0053

Cancelled Specimens

Some specimens sent to and received by the Contractor may not be able to be analyzed due to problems with the specimen bottles; shipping containers and/or chain of custody. The Contractor shall have the ability to recover funds for their administrative costs incurred for receiving and processing specimens that are not subsequently tested.

Note: From FY99 thru FY02, there were approx. 270 cancelled specimens per year under the contract.

9. LINE ITEM 0006, OPTION ITEMS 0018, 0030, 0042, 0054

Single Urine Specimen Bottle/Box Kit

Single Urine Specimen Bottle/Box Kit shall include: one sealed 120ml+ plastic urine specimen catch cup with 6 event temperature strip attached; one sealed 45ml+ plastic urine specimen transfer bottle; one 4" by 8" inch plastic transport pouch with two separate sections and double edged tape seal; one box security seal; all contents inserted in cardboard box (approx. 4" by 4" by 4" inches). Name of lab must be printed on outside of box.

Note: From FY99 thru FY02, there were approx. 25, 000 single specimen kits ordered per year under the contract.

10. LINE ITEM 0007, OPTION ITEMS 0019, 0031, 0043, 0055

Split Specimen Bottle/Box Kit

Split Urine Specimen Bottles/Box Kit shall include: one sealed 120ml+ plastic urine specimen catch cup with 6 event temperature strip attached; two sealed 45ml+ plastic urine specimen transfer bottles; one 4" by 8" inch plastic transport pouch with two separate sections and double edged tape seal; one box security seal; all contents inserted in cardboard box (approx. 4" by 4" by 4" inches). Name of lab must be printed on outside of box.

Note: From FY99 thru FY02, there were approx. 3,000 split specimen kits ordered per year under the contract.

11. LINE ITEM 0008, OPTION ITEMS 0020, 0032, 0044, 0056

5-Part Federal Drug Testing Custody and Control Form (No Printing)

Provide 5-Part Federal Drug Testing Custody and Control Forms, with no printing in the Step #'s. Name of lab must be printed on forms.

Note: From FY99 thru FY02, there were approx. 3, 000 ccforms (no printing) ordered per year under the contract.

12. LINE ITEM 0009, OPTION ITEMS 0021, 0033, 0045, 0057

5-Part Federal Drug Testing Custody and Control Form (PrePrinted)

Provide 5-Part Federal Drug Testing Custody and Control Forms, with preprinting in the Step #'s. Each agency will specify the information to be preprinted. Name of lab must be printed on forms.

Note: From FY99 thru FY02, there were approx. 25, 000 ccforms (preprinted) ordered per year under the contract.

II drugs of the Controlled Substances Act. Testing methodology and techniques as recommended by the HHS. Procedures for processing are same as for other drugs under this contracting including: handling, shipping, delivery, chain of custody, security, reporting, etc. Cutoff levels for positives shall be provided by COTR or Agency Drug Program Manager.

13. LINE ITEM 0010, OPTION ITEMS 0022, 0034, 0046, 0058

Prepaid Shipping Labels

Provide overnight express prepaid shipping labels based on specific request by Agency.

Note: From FY99 thru FY02, there were approx. 50 prepaid labels ordered per year under the contract.

14. LINE ITEM 0011, OPTION ITEMS 0023, 0035, 0047, 0059

Perform screening tests for other Schedule I and II drugs of the Controlled Substances Act. Testing methodology and techniques as recommended by the HHS. Procedures for processing are same as for other drugs under this contracting including: handling, shipping, delivery, chain of custody, security, reporting, etc. Cutoff levels for positives shall be provided by COTR or Agency Drug Program Manager.

15. LINE ITEM 0012, OPTION ITEMS 0024, 0036, 0048, 0060

Perform confirmation tests for other Schedule I and II drugs of the Controlled Substances Act. Testing methodology and techniques as recommended by the HHS. Procedures for processing are same as for other drugs under this contracting including: handling, shipping, delivery, chain of custody, security, reporting, etc. Cutoff levels for positives shall be provided by COTR or Agency Drug Program Manager.

SECTION D -- PACKAGING AND MARKING

D.1 PRESERVATION, PACKING AND MARKING

SECTION D - PRESERVATION, PACKING AND MARKING

1. PRESERVATION, PACKAGING AND MARKING

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contractor shall place the contract number on or adjacent to the exterior shipping label.

2. PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the COTR shall be paid by the Contractor.

3. MARKING

All information submitted to the Contracting Officer or to the COTR shall clearly indicate the contract number of the contract for which information is being submitted.

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 POST AWARD INSPECTION AND ACCEPTANCE

SECTION E - POST AWARD INSPECTION AND ACCEPTANCE

1. INSPECTION AND ACCEPTANCE

(a) Inspection. Inspection of the items required hereunder shall be performed by the COTR/SAMHSA.

(b) Acceptance. Acceptance of items shall be by the Contracting Officer based on all required considerations, including the recommendations of the COTR.

2. POST AWARD INSPECTIONS

The Government reserves the right to conduct post award inspections of the contractor's facilities and/or require other evidence of technical, managerial, financial, and similar abilities to perform the work described in these specifications. These inspections may include testing quality control samples.

E.2 52.246-04 INSPECTION OF SERVICES- FIXED PRICE AUGUST 1996

(a) Definitions: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
(2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
(2) terminate the contract for default.

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 DELIVERIES OR PERFORMANCE

SECTION F - DELIVERIES OR PERFORMANCE

THE PERIOD OF PERFORMANCE UNDER THIS CONTRACT SHALL BE FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2004. AT THE GOVERNMENT OPTION, PERFORMANCE FOR SUCCEEDING YEARS SHALL BEGIN AS FOLLOWS:

BASE YEAR I:	01 OCT 2003 TIL 30 SEPT 2004
OPTION YEAR I	01 OCT 2004 TIL 30 SEPT 2005
OPTION YEAR II	01 OCT 2005 TIL 30 SEPT 2006
OPTION YEAR III	01 OCT 2006 TIL 30 SEPT 2007
OPTION YEAR IV	01 OCT 2007 TIL 30 SEPT 2008

F.3 AWARD/IMPLEMENTATION DATES

The Contractor shall be able to provide and perform all services the day of contract award as stated in the statement of work, Automated Data Processing Requirements, SECTION J, Attachment 2.

F.2 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION DATA

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER (CO)

The Contracting Officer has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputes; terminate the contract for convenience or default; issue final decisions regarding contract questions or matters under dispute. The Contracting Officer may delegate certain other responsibilities to other authorized representatives.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) Richard Hipkins is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR is located at the U.S. Department of the Interior, 1849 C Street, NW, Mailstop 1366 Washington, D. C. 20240. His telephone number is 202 208-5638.

COTR

(b) The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and technical liaison with the contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the express prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the contractor.

G.3 TECHNICAL DIRECTION

(a) The performance of work required herein shall be subject to the technical direction of the COTR or of his designee or designees.

(b) As used herein, "Technical direction" is direction to the contractor which requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual statement of work.

(c) The technical direction to be valid:

(1) must be issued in writing consistent with the general scope of work set forth in this contract,

(2) may not constitute new assignment of work or changes to the express terms, conditions, or specifications incorporated into this contract, and

(3) shall not constitute a basis of extension of the contract delivery schedule.

G.4 GOVERNMENT BILL PAYING POLICY

(a) Interest on Overdue Payments

(1) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this contract and requires the payment to the contractor of interest on overdue payments and improperly taken discounts.

(2) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

(b) Payment Due Date

(1) Payments under this contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the Office designated to receive the invoice. To constitute a proper invoice, the invoice must be submitted in accordance with the format, content and instructions as described in Paragraph (c) below.

(2) The date of the check issued in payment or the date of wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.

(c) Invoice Requirements

Invoices shall be submitted in an original and two (2) copies to the Government office designated in this contract. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

(1) Name of the business concern and invoice date,

(2) contract number,

(3) description of services, unit prices, quantity of services actually completed or rendered and total cost,

(4) payment terms,

(5) name (where applicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and,

(6) other substantiating documentation or information as required by the contract.

(7) The contractor shall enter the following statement on the reverse side of the invoice:

"I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted."

Date Contracting Officer's Technical Representative (COTR)

(8) Invoices for final payment shall be marked "FINAL INVOICE."

(d) Method of Payment

(1) Payments under this contract will be made by Direct Deposit through the Treasury Financial Communications System.

G5. FAR 52.232-38 Submission of Electronic Funds Transfer Information with Offer (May 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b) (1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

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

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

G.6 FAR 52.232-34 Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (May 1999)

(a) Method of Payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either --

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory Submission of Contractor's EFT Information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") with its offer. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated 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 updated information to the designated office(s).

(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 designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT Payment.

The government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210. A ACH Vendor/Miscellaneous Payment Enrollment Form in SECTION J, Attachment 3, is provided for Contractor's completion and must be included in Contractor's offer.

(d) Suspension of Payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

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

(e) Liability for Uncompleted or Erroneous Transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government uses the Contractor's EFT information incorrectly, 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 the Contractor's EFT information was incorrect, or was revised within 30 days 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 shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and Prompt Payment.

A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released 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.

(g) EFT and Assignment of Claims.

If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that 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 (d) of this clause.

(h) Liability for Change of EFT Information by Financial Agent.

The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment Information.

The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most conventient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT Information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement indentification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

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

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

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

(6) If applicable, the Fedwire Transfer system Telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

G. 7 SUBMISSION OF INVOICES FOR DOI ONLY

Invoices shall not be accepted on more frequent intervals than once a month.

Invoices shall be submitted for review to the COTR and the Contracting Officer for approval. At the same time, invoices shall be forwarded to the following address:

U.S. Department of the Interior
National Business Center
Products and Services
Mail Stop -D2777 P.O Box 272025
Denver, CO 80227-9025

G. 8 DOCUMENTATION REQUIRED TO BE SUBMITTED TO THE DOI CONTRACTING OFFICER AND AGENCY DPM

The Contractor shall provide to the DOI Contracting Officer a consolidated hard copy report of services rendered broken down by Agency; number of specimens analyzed; (separated by HHS or DOT program); total costs incurred; and amount. Each Agency DPM shall be provides a report of their respective agency testing information. The information required includes: amounts invoiced are broken down as actual HHS or DOT specimens analyzed: specimen number; cancelled specimens; number of specimens sent to 2nd lab;expert testimony; litigation package; single/split specimen boxes ordered: no prinying/preprinted ccforms ordered; Initial/confirmation tests for other Schedule I and II drugs of the Controlled Substances Act; number of prepaid airbills ordered.

U.S. Department of the Interior
National Business Center
Division of Acquisition Services
Attn: Contracting Officer
1849 C Street, NW, MS-1324
Washington, D. C. 20240

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 H.3 AUTHORITY FOR AGENCIES OTHER THAN THE DOI

H.1 CONTRACT TYPE: REQUIREMENTS CONTRACT

The quantities listed in SECTION B of the solicitation and any resulting contract are realistic estimated quantities only. Failure of the Government to purchase such quantities described in the Schedule will not entitle the contractor to any equitable adjustment in price.

H.2 ORGANIZATIONAL CONFLICT OF INTEREST

(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 disclosed 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) Remedies - The Contracting Officer 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.

H.3 AUTHORITY FOR AGENCIES OTHER THAN THE DEPARTMENT OF THE INTERIOR

The agencies added by modifications to the contract will have the authority to use the H.1 CONTRACT TYPE: REQUIREMENTS CONTRACT

The quantities listed in SECTION B of the solicitation and any resulting contract are realistic estimated quantities only. Failure of the Government to purchase such quantities described in the Schedule will not entitle the contractor to any equitable adjustment in price.

H.2 ORGANIZATIONAL CONFLICT OF INTEREST

(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 disclosed 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) Remedies - The Contracting Officer 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.

H.3 AUTHORITY FOR AGENCIES OTHER THAN THE DEPARTMENT OF THE INTERIOR

The agencies added by modifications to the contract will have the authority to use the Department of the Interior's (DOI) contract for the collection of urine specimens in accordance with subpart 17.5 of the Federal Acquisition Regulations (FAR). The Government reserves the right to add additional agencies to the list via modification to the contract. However, no agency will be entitled to use the contract without obtaining approval from the DOI Contracting Officer and preparing the required Determinations and Finding in accordance with 17.502 and 17.503 of the FAR. The Contractor shall not honor any orders placed under this contract from any agency not identified prior to receiving written modification from the DOI Contracting Officer. This is not to be construed to mean that this is a mandatory contract for use by agencies other than DOI. Each agency may award its own contract.

H.4 USING AGENCY RESPONSIBILITIES

Unless otherwise specified, agencies using this contract have primary responsibility for placing its own orders directly with the contractor; making payments to the contractor; performing all contract administration duties relative to the delivery orders including accepting or rejecting services performed, initiating default proceedings on delivery orders in accordance with the terms of the contract, resolving disputes, and performing any other contract administration duties required under orders and the contract.

Any unresolvable issues shall be referred to the DOI Contracting Officer. However, prior to any decisions being rendered, agencies shall provide the DOI Contracting Officer with all pertinent correspondence, specifications, records, etc., relative to the issue along with recommendations.

No final decision shall be requested of the DOI Contracting Officer until the Contractor has presented its position in writing to the agency and has requested final decision of the DOI Contracting Officer. Upon request of the DOI Contracting Officer or the Contractor, agencies shall make all arrangements for a meeting to discuss the issues and be prepared to present its position.

Additionally, each agency is responsible for working with the Contractor to reconcile the monthly report required to be submitted to the DOI Contracting Officer by the Contractor.

H.5 ORDERS ISSUED BY AGENCIES OTHER THAN DEPARTMENT OF THE INTERIOR

Orders issued under this contract shall be placed by each agencies respective Contracting Officer. Each order shall be issued on Standard Form 30, Modification of Contract/Amendment of Solicitation. Orders will cite the DOI Contract Number.

Each order shall specify the period of the order, i.e., from date of award through September 30, 2000, the estimated number of specimens to be collected for the period of the order, invoicing procedures, technical representative or designee, and any other special instructions to the Contractor.

All work performed on an order under the contract shall be priced in accordance with the unit prices stated in Section B of the solicitation/contract.

All user agencies shall require the Contractor to complete a release of claims form upon termination or close-out of the order.

Only the DOI Contracting Officer can issue modifications to the basic contract document. If any agency feels that modification to the contract document is necessary, the DOI Contracting Officer shall be contacted to make changes upon mutual agreement. Only the Department of the Interior Contracting Officer is authorized to make changes to the unit prices, make changes to the statement of work, or make any other changes that are not within the scope of the basic contract.

H.6 SECURITY REQUIREMENTS

The Contractor shall not duplicate, retain, or distribute in any form or manner, any material generated during the performance of the contract, no public release is authorized without the express written consent of the Contracting Officer.

The degree to which locks, doors, walls, storage facilities, testing laboratories, and buildings must be resistant to unauthorized entry, tampering and compromise, keyed locks must be "tamper-proof" and all cipher locks should be subject to periodic combination changes. All testing and storage areas shall have limited access. In properly established accession, storage and testing facilities, the construction and physical security protection must be designed either to prevent or detect attempted, forced or surreptitious entry.

H.7 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws and regulations having the force of law which deals with or relates to performance hereunder of the employment by the Contractor of the employees necessary for such performance, and shall procure such permits, licenses and other required authorizations from the United States and from state and local authorities as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, state and local laws in any was affecting the contract work.

H.8 NOTIFICATION TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the conract delivery schedule or dates, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall not be construed as a waiver by the Government of any delivery schedule or dates or of any rights or remedies provided by law or under the contract.

H.9 KEY PERSONNEL

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

NAME	TITLE
1.	
2.	(SEE PROPOSAL FOR NWT)
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

(b) During the first 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, the complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutions should have completed 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 on the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.10 SECTION B: ESTIMATED QUANTITIES

The Contractor is responsible for not exceeding the estimated quantities in SECTION B of this contract. If exceeded, the Contractor will not be reimursed for its services by the Government.

SECTION I -- CONTRACT CLAUSES

I.1 SECTION I

I.2 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

Clause	Title	Date
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
52.204-02	Security Requirements	August 1996
52.204-02 Alt I	Security Requirements (Aug 1996) - Alternate I	April 1984
52.204-02 Alt II	Security Requirements (Aug 1996) - Alternate II	April 1984
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-19	Notification of Ownership Changes	October 1997
52.217-06	Option For Increased Quantity	March 1989
52.219-14	Limitations On Subcontracting	December 1996
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status Reporting	October 1999
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-03	Convict Labor	August 1996
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-26 Alt I	Equal Opportunity (Apr 2002) - Alternate I	February 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.222-42	Statement Of Equivalent Rates For Federal	May 1989

52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	May 1989
52.222-49	Service Contract Act -- Place Of Performance Unknown	May 1989
52.223-02	Reserved	February 2000
52.223-03	Hazardous Material Identification And Material Safety Data	January 1997
52.223-05	Pollution Prevention and Right-to-Know Information	April 1998
52.223-06	Drug Free Workplace	May 2001
52.223-10	Waste Reduction Program.	August 2000
52.223-14	Toxic Chemical Release Reporting	October 2000
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.225-03 Alt. I	Buy American Act - North American Free Trade Agreement - Israeli Trade Act (May 2002) - Alternate I	May 2002
52.226-01	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	June 2000
52.227-01	Authorization and Consent	July 1995
52.227-14	Rights in Data--General	June 1987
52.227-19	Commercial Computer Software- Restricted Rights	June 1987
52.228-05	Insurance - Work On A Government Installation	January 1997
52.229-03	Federal, State And Local Taxes	April 2003
52.229-05	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	April 1984
52.232-01	Payments	April 1984
52.232-08	Discounts For Prompt Payment	February 2002
52.232-11	Extras	April 1984
52.232-12 Alt I	Advance Payments (May 2001) - Alternate I	April 1984
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration	May 1999
52.232-37	Multiple Payment Arrangements	May 1999
52.233-01	Disputes	July 2002
52.233-03	Protest After Award	August 1996
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.237-03	Continuity Of Services	January 1991
52.237-07	Indemnification and Medical Liability Insurance	January 1997
52.239-01	Privacy or Security Safeguards	August 1996
52.242-13	Bankruptcy	July 1995
52.243-01	Changes--Fixed Price	August 1987
52.243-07	Notification Of Changes	April 1984
52.244-05	Competition In Subcontracting	December 1996
52.244-06	Subcontracts for Commercial Items	April 2003
52.246-20	Warranty Of Services	May 2001
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.252-06	Authorized Deviations In Clauses	April 1984
52.253-01	Computer Generated Forms	January 1991

I.3 52.202-01 DEFINITIONS DECEMBER 2001

(a) "Agency head" or "head of the agency" means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) "Commercial component" means any component that is a commercial item.

(c) "Commercial item" means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For the purposes of these services--

(i) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) "Component" means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) "Nondevelopmental item" means-

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

I.4 52.203-07 ANTI-KICKBACK PROCEDURES JULY 1995

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $100,000.

I.5 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

I.6 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days [before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (5 years).

(End of clause)

I.7 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

WWW.ARNET.GOV

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

Clause	Title	Date
TEXT	List of Documents, Exhinits and Other Attachments	