

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER MA-PR616.5-20120024		PAGE OF 1 27	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER DTMA-93-P-2012-0018		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALINE SMITH		b. TELEPHONE NUMBER (504) 589.6585		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. DOT/ Maritime Administration Gulf Div.Acquisition Office, MAR 380.3 Hale Boggs Building 500 Poydras Street Suite 1223 New Orleans LA 70130-3396			CODE 00093	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) NAICS: 621999 SIZE STANDARD: \$9.00			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO U. S. DOT/Martime Administration Division of Gulf Operations Beaumont Reserve Fleet 2600Amoco Road Beaumont TX 77705		CODE 00093-DGO BRF		16. ADMINISTERED BY U. S. DOT Maritime Administration Gulf Div. Acquisition Office, MAR 380.3 500 Poydras Street, Suite 1223 Hale Boggs Building New Orleans LA 70130-3396		CODE 00093	
17a. CONTRACTOR/ OFFEROR PROFESSIONAL HEALTH SERVICES, INC. Attn: Karen A. Seal 83 South Eagle Road Havertown PA 19083-3396 TELEPHONE NO. 800-833-3005 Ext.121		CODE 084761717	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125		CODE AMZ-160 (US. MAI	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Medical Surveillance Program 2012 Mark For: U. S. DOT/Martime Administration Division of Gulf Operations Beaumont Reserve Fleet 2600Amoco Road Beaumont TX 77705 Period of Performance: 06/01/2012 to 09/01/2012 Standard Physical Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			47	EA	75.00	3,525.00
25. ACCOUNTING AND APPROPRIATION DATA 70121750HQ.2012.10PEMOE30G.0000139025.26690.61006600					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$18,143.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Aline Smith</i>			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				ALINE SMITH		05/23/2012	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Pulmonary Function Test (PFT)				
0002	Pulmonary Function Test (PFT)	47	EA	33.00	1,551.00
	Fit Test-COMFO II				
0003	Fit Test-COMFO II	47	EA	30.00	1,410.00
	Audiometric				
0004	Audiometric	47	EA	22.00	1,034.00
	Electrocardiogram (EKG)				
0005	Electrocardiogram (EKG)	47	EA	32.00	1,504.00
	Lab Screen-CBC, CMP, Lipid				
0006	Lab Screen-CBC, CMP, Lipid	47	EA	45.00	2,115.00
	Urinalysis (UA)				
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

PROFESSIONAL HEALTH SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	Urinalysis (UA)	47	EA	5.00	235.00
	Blood Lead				
0008	Blood Lead	47	EA	24.00	1,128.00
	Rapid Plasma Reagin (RPR)				
0009	Rapid Plasma Reagin (RPR)	47	EA	11.00	517.00
	Prostate-Specific Antigen (PSA men only)				
0010	Prostate-Specific Antigen (PSA men only)	40	EA	20.00	800.00
	Hemocult				
0011	Hemocult	47	EA	12.00	564.00
	Chest X-Rays (Posterior and Anterior)				
0012	Chest X-Rays (Posterior and Anterior)	47	EA	80.00	3,760.00
	The total amount of award: \$18,143.00. The obligation for this award is shown in box 26.				

**MEDICAL SURVEILLANCE PROGRAM
EXAMINATIONS
DOT MARAD BEAUMONT RESERVE FLEET
STATEMENT OF WORK**

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I. AUTHORITY AND SCOPE

Pursuant to the provisions of the Maritime Administration's (MARAD) "Action Plan for the Control of Asbestos Exposure in MARAD Programs," MARAD is entering into a contract with an Occupational Health Medical Facility (FACILITY), employing an Occupational Health Physician (PHYSICIAN), Nurses and Certified Medical Technicians to provide occupational medical/physical examinations to designated MARAD employees assigned to the Beaumont Reserve Fleet (BRF), Beaumont, Texas.

II. PURPOSE

The health risks of occupational exposures to asbestos and hazardous materials are becoming well known. In order to limit preventable illnesses and to provide medical surveillance to the BRF employees who may have been exposed to potentially hazardous materials and chemicals in the past, MARAD's Occupational Medical Surveillance Program provides medical/physical examinations and laboratory tests to these employees.

III. SERVICES AND CONDITIONS

Occupational medical health surveillance shall be provided to designated BRF employees who have been, are, or will be exposed to potentially hazardous material and conditions (for example: asbestos, lead, excessive noise) as outlined in 29 CFR 1910.1001. For the purpose of this contract, asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any of these minerals that have been manufactured or chemically treated or altered. The FACILITY shall be responsible for providing and performing the following occupational medical/physical examination types, unless otherwise specified in this Statement of Work:

1. **Basic Periodic Examinations**

Asbestos/Occupational Health Medical Examinations are to be provided to

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detect early or subclinical effects as a result of accidental or inadvertent over exposure to potentially hazardous substances, and to monitor for unanticipated effects of long-term low level exposure to specific biological, chemical and physical agents.

These examinations shall be given to all designated BRF employees authorized to participate in this Surveillance Program, and will consist of the following:

- a) Hands On Physical Examination conducted by a qualified Occupational Health Physician in accordance with current and acceptable medical practice (including basic vision screening, height/weight measurements, blood pressure reading, etc.).
- b) Medical Laboratory Tests as follows:

* Blood Chemistries:

CHEM 6 = Glucose
Sodium
Chloride
BUN (Blood Urea Nitrogen)
K+ (Potassium
Carbon Dioxide

HDLT = High Density Lipid Triglycerides

CBC = Complete Blood Count

PSA = Prostate Specific Antigen
(To male employees age 40
Years and over)

* Urinalysis = Dip w/micro
(dipstick + microscopic exam
for WBC's, RBC's Bacterial, casts, crystals,
Trichomonas, yeast and epithelial cells

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(transitional, renal, squamous)

- * Hemocult Test = Three (03) stool specimens
- * Lead Testing = Blood sample and analysis which determines blood lead level and the ZPP test

c) Audiometric Hearing Test administered in a sound attenuated booth based on guidelines established in 29 CFR 1910.95. The audiometric hearing test shall also be performed in compliance with specifications prescribed by the American National Standards Institute, S3.6-1969, Specifications for Audiometers (or latest revision thereof), and in a room whose background noise meets the requirements of the American National Standards Institute S3.1-1977, Criteria for Permissible Ambient Noise During Audiometer Testing (or latest revision thereof).

d) . Pulmonary Function Test - Spirometry test consisting of simple measurements of lung ventilation, including Forced Expiratory Volume in one second (FEV) and Forced Vital Capacity (FVC) which meets, as a minimum, the OSHA/NIOSH standards/requirements. Such tests shall be performed, calculated and interpreted in accordance with the current NIOSH standards. The FACILITY's technician/nurse who administers the pulmonary function test shall be certified technician/nurse and/or supervised by a licensed physician.

e) Electrocardiogram (EKG) - An electrocardiogram, consisting of a Standardized 12 lead testing shall be administered to the JRRF employees. A record of the electric potentials associated with electric currents that traverse the heart, which can be used to diagnose heart disease, shall be maintained.

f) A Comprehensive, Occupational History detailing prior exposure to potentially harmful chemical or physical respiratory hazards, particularly asbestos, is to be developed. Any adverse effects related to the exposure are to be recorded. A respiratory history, with

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emphasis on the presence of respiratory symptoms and smoking is to be recorded.

- g) A Judgment of the Employee's Ability to Use Respiratory Equipment shall be made. The PHYSICIAN shall provide the BRF a certification of fitness for respirator use.

- h) Any Additional or Follow-up Occupational Health Related Examinations. /Medical Laboratory Tests deemed appropriate/necessary by the PHYSICIAN, must be PREAPPROVED by BRF.

- i) Additional or follow-up occupational health related examinations, medical laboratory tests, consultations and training may be authorized by BRF if deemed appropriate/necessary by the PHYSICIAN.

2. Chest X-Rays (Posterior and Anterior)

In accordance with OSHA Standard 29 CFR 1910.1001 (s) (2) (iii), and the "Frequency of Chest Roentgenograms, Table 1 (see below), 14" x 17" posterior and anterior chest x-rays shall be taken. It will be the responsibility of the FACILITY to screen employee's prior medical records and compare the information with the following chart to determine whether employee is due for a chest x-ray. The x-ray films shall be locally screened for clarity and quality. It will be the FACILITY'S responsibility to have the x-ray films interpreted by Board Certified "B" Reader, Radiologist. It will be the FACILITY'S responsibility to provide the x-ray films (current and previous year) to the Radiologist for comparison and interpretation.

TABLE 1			
FREQUENCY OF CHEST ROENTGENOGRAMS			
AGE OF EMPLOYEE			
	15 TO 35	35+ TO 45	45+
YEARS SINCE FIRST EXPOSURE			
0 TO 10.....	EVERY 5 YRS	EVERY 5 YRS	EVERY 5 YRS
10+.....	EVERY 5 YRS	EVERY 2 YRS	EVERY YR

If an employee’s previous medical examination results indicate an asbestos health problem, x-rays shall be taken on an annual basis. The PHYSICIAN may recommend that an employee be x-rayed if, in his/her opinion, and in accordance with current and acceptable medical practices, the employee’s health situation dictates the need for additional x-rays.

All of the above medical examinations should include physical examination of all systems with emphasis on the respiratory system, cardiovascular system and digestive tract with specific emphasis on the chest, particularly the presence of persistent “dry rales” or “crackles” at the lung base. In addition, the presence or absence of “clubbing” of the fingers and signs of bronchitis and emphysema will also be noted. The FACILITY shall perform periodic occupational health medical/physical examinations and will also provide pre-placement, fitness for/return to duty and pre-separation examinations as requested.

The FACILITY shall perform all of the medical examination services as described above, at one designated location.

The medical examinations shall be conducted in THREE PARTS:

1. All lab tests and x-rays (if required) are conducted.

2. The PHYSICIAN conducts the hands-on physical examination in accordance with Standard Medical Practice and discusses results of all lab tests, x-ray interpretations (if required), and hands-on examination with the employee.
3. The LICENSED PHYSICAL THERAPIST conducts the Functional Capacity Test, IF REQUIRED, for Pre-placement/Fitness for Duty examinations.

IV. OCCUPATIONAL HEALTH FACILITY RESPONSIBILITIES

Under the terms of this contract, the FACILITY shall be responsible to:

1. Ensure that all medical examinations are conducted by the PHYSICIAN and that all lab tests and procedures are performed by or under the supervision of a PHYSICIAN in accordance with current and acceptable medical practices, and the FACILITY shall provide a professional staff, administrative support and other services necessary to perform the occupational health medical/physical examinations in a professional manner. The PHYSICIAN shall be a graduate of an accredited school of medicine and shall meet the licensing requirements of the State of Texas. As a minimum, two years experience in occupational health medicine is required for the PHYSICIAN who will be conducting the medical examinations. All nurses shall be graduates of an accredited school of nursing, shall be registered and shall be legally qualified to practice nursing in the State of Texas.
2. Ensure that the examining PHYSICIAN reviews all occupational medical information, medical examination data, lab test results and compares results, including the x-ray interpretations and written summary reports from the Board Certified "B" Reader Radiologist and validates the conclusions of the medical examinations in accordance with OSHA'S requirements and professional medical procedures. Also, the

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PHYSICIAN shall compare the employee's current occupational health medical/physical examination results (PFT, hearing test, etc.), with the employee's previous medical examination test results and any health changes shall be noted in the examining PHYSICIAN's written opinion/report.

3. Provide a written opinion/report signed by the examining PHYSICIAN. This report shall be available to BRF and shall be placed in the employee's asbestos medical folder within fourteen (14) days of the employee's hands-on physical examination. This opinion/report shall contain the results of the current occupational health medical examination and any occupational health changes as a result of the comparison of the current test with the employee's previous year's occupational health test results. As a minimum, the PHYSICIAN's written opinion/report shall contain the following:
 - a) Examining PHYSICIAN's opinion as to whether the employee has detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos, tremolite, anthophyllite, actinolite, or any other occupational hazardous substances. The examining PHYSICIAN shall clearly identify any occupational health abnormalities and shall state his/her recommendations. The judgment of the PHYSICIAN concerning the adequacy of the diagnostic information to support the impression of asbestos related disease should be entered in the medical report/opinion.
 - b) Any recommended limitations on the employee or upon the use of personal protective equipment, such as clothing or respirators, etc. The PHYSICIAN shall complete the "Medical Determination for Respirator Use" (Attachment b2). The PHYSICIAN shall complete the "Respirator Approval Card," for each employee. The completed forms shall be provided to the

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Fleet within seven (7) days after completion of Part II of the employee's medical exam. Forms should be forwarded by FEDEX to BRF once a week.

- c) A statement that the employee has been informed by the examining PHYSICIAN of the results of the occupational health medical/physical examination and of any occupational health conditions resulting from asbestos, tremolite, anthophyllite, or actinolite exposure that requires further explanation or treatment, or from any other occupational health hazardous substances.
 - d) The employee's original occupational health medical examination results/records which shall include results/records of the medical/physical examination tests identified in Section III of this Statement of Work, and the examining PHYSICIAN's written medical opinion/report as to the employee's occupational health status.
- 4) The examining PHYSICIAN **SHALL NOT REVEAL** in the written opinion/report given to the BRF specific findings of diagnoses unrelated to occupational health exposure to asbestos, tremolite, anthophyllite, or actinolite, or other occupational hazardous substances. The written opinion/report shall state that the examining PHYSICIAN has informed the employee of any personal health problems and has instructed the employee to see his/her personal physician for any necessary definitive care or follow-up treatment for these personal health problems. The employee shall be required to sign this statement.
 - 5) Utilize standard occupational health medical history and physical examination report forms provided as attachments to this Statement of Work.
 - 6) The FACILITY shall be responsible for all medical records. Records shall be handled in accordance with the requirements of

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the Privacy Act of 1974 (5 U.S.C. 552a). The confidentiality of all employee medical information shall be protected.

- 7) Provide the services of a Board Certified “B” Reader, Radiologist, to independently interpret the BRF employees’ x-ray films (P/A) in accordance with ILO International Classification of Radiograph of Pneumoconiosis.
 - a. Radiologist will compare the employees’ current x-ray films with the employees’ last x-rays taken under this program.
 - b. Complete Pneumoconiosis Radiograph Interpretation Form
 - c. Provide a detailed written summary report stating the Radiologist’s professional findings, opinions, and recommendations
- 8) All Medical Surveillance Program medical/physical examination opinions/reports/lab test results and x-rays of BRF employees shall be maintained in a secure file at the FACILITY, in accordance with prescribed Federal and Medical record keeping requirements/practices and Privacy Act requirements. The Beaumont Reserve Fleet is responsible for assuring compliance with OSHA Standard 29 CFR 1910.20, “Access to Employee Exposure and Medical Records.”
- 9) Upon receipt of a written request by the employee, the FACILITY shall provide a copy of the current occupational health medical/physical examination results to the employee and/or the employee’s personal physician.
- 10) Maintain professional liability insurance in an amount not less than \$1,000,000. Indemnify and hold harmless and defend the United States, MARAD, and it’s officials and employees against any and all claims and demands (including costs and attorney fees in defending such claims or demands, whether or not the claims or demands are found to be valid) for injury or death arising out of

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the medical/physical examination and testing activities of the occupational health medical facility for BRF employees under the Medical Surveillance Program.

- 11) The FACILITY shall immediately notify the Fleet Program Manager, or his/her designee, if an employee refuses a portion of the occupational health medical examination.
- 12) The FACILITY shall immediately notify the employee, upon discovery of a health problem that would restrict the employee from safely performing job duties.
- 13) All occupational health medical/physical examinations shall commence as agreed upon by the Fleet Program Manager or his/her designee.
- 14) The FACILITY's liaison for the administration of this contract with the BRF shall be a full time employee, experienced in occupational medicine requirements and contract administration, with complete comprehension of this statement of work, and the authority to authorize, accept and sign for changes to this contract.
- 15) The FACILITY shall ensure that examinations are scheduled for completion during the normal FLEET working hours, Monday-Friday, 7:00 a.m. to 3:30 p.m.

V. BEAUMONT RESERVE FLEET RESPONSIBILITIES

The Fleet Program Manager, or his/her designee, shall provide the FACILITY with the following information:

- 1) Description of the employees' duties as they relate to the employees' exposure (position description - initial examination only).
- 2) Description of any personal protective and respiratory equipment used or said to be used by BRF employees.

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- 3) Completed OSHA medical questionnaires for each BRF employee.
- 4) OSHA's asbestos requirements as contained in 29 CFR 1910.1001 and 1926.62 at the following links:
http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=standards&p_id=9995,
http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_id=1570&p_table=DIRECTIVES
- 5) OSHA's occupational noise exposure as contained in 29 CFR 1910.95. Provide noise level sampling data, as appropriate, which contains data pertaining to the employees' noise exposure. At the following link:
http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=standards&p_id=9735
- 6) Provide employee asbestos sampling data-survey for ambient concentrations of airborne asbestos, both personal and area sampling results.

VI. GENERAL RESPONSIBILITIES/CONDITIONS

- 1) The FACILITY shall ensure that BRF employees will not be required to travel more than twenty-five (5) miles one way to a single location from the BRF worksite in order to obtain the complete occupational health medical/physical examination. This is required in order to minimize employee time away from the job.
- 2) This award is not intended to create a third party beneficiary and is not construed as a third party beneficiary contract.
- 3) The BRF designee and point of contact on matters relating to

this statement of work is:

Mr. Tim Updike
Department of Transportation
Maritime Administration
Beaumont Reserve Fleet
Telephone: (409) 722-3433, Ext. 237
FAX: (409) 720-5220

- 4) Upon thirty (30) days written notice to the FACILITY, this contract may be terminated at any time at the discretion of the Maritime Administration.

VII. REPORTING REQUIREMENTS

- 1) The FACILITY is responsible for providing a written report to the BRF Fleet Program Manager. This report shall consist of two parts: (1) a written report, and (2) an oral presentation by the PHYSICIAN and the appropriate FACILITY staff member(s) to the BRF's designee or other MARAD personnel as deemed necessary.
 - a) The written report shall consist of, at a minimum, the following information:
 - (1) Number of occupational medical/physical examinations conducted by type and total amount of examinations.
 - (2) Number of follow up examinations, special tests, recommended and provided to employees.
 - (3) Breakdown of occupational medical problems identified:
 - * Asbestos
 - * Hearing Loss
 - * Lead

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- * Respirator Fitness
- * Other Problems

(4) FACILITY recommendations/views:

The written report shall be delivered to BRF, within two (2) weeks after completion of the examinations.

- b) The FACILITY shall provide a critique which, as a minimum, shall present a summary of the written report, overview of the program and services, recommendations and discussions of the current program, and initiatives and suggestions for improvement of the program. A question and answer period should follow the medical FACILITY critique. The critique shall be held within three (3) weeks after completion of the medical examinations.

VIII. BILLING FOR OCCUPATIONAL HEALTH MEDICAL EXAMS

- a) Original plus one (01) copy of any correspondence and invoice billing will be forwarded to:
- b) Sharon Duhon
Department of Transportation
Maritime Administration
Beaumont Reserve Fleet
2600 Amoco Road,
Beaumont, Texas
77705
- c) Invoices can either be paid by EFT (Electronic Funds Transfer) or credit card.
- d) IN ORDER TO RECEIVE AN AWARD, YOU MUST BE REGISTERED IN CCR AND YOUR ACCOUNT MUST BE ACTIVE. TO REGISTER, GO TO WWW.CCR.GOV.

52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in [12.301\(b\)\(3\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The

interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract,

but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—
COMMERCIAL ITEMS (MAR 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ___ (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- ___ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) (41 U.S.C. 2313).
- ___ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ___ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (11) [Reserved]
- ___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ___ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ___ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).

- ___ (24) [52.219-29](#) Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
- ___ (25) [52.219-30](#) Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
- _X_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- _X_ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- _X_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- _X_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
- ___ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) ([38 U.S.C. 4212](#)).
- ___ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- _X_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (41) [52.225-5](#), Trade Agreements (MAR 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- _X_ (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__X_ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Wages must be paid in accordance with Wage Determination No.: 2005—2505 (Rev 13) dated 6/17/11

INVOICE SUBMISSION INSTRUCTIONS

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

- (1) Electronic invoices shall be address to MARADinvoices@faa.gov, with copy to MARADSARInvoices@dot.gov

Electronic invoices shall conform to the following criteria, or be subject to rejection:

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
 - b. The e-mail subject shall include the following information: Name of Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e, financial institution, ABA routing#, account #)
- (2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P CR Invoices Branch
AMZ-160
PO Box 25710
Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P CR Invoices Branch
AMZ-160
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169