

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
 PRSAR070603

PAGE 1 OF 22

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 08/21/2007 4. ORDER NUMBER DTMA2P07135 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE 00092
 DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200
 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505
 TEL: (757) 441-3245 ext.
 FAX: (757) 441-6080 ext.

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 0.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS:
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING

12. DISCOUNT TERMS
 10 days %
 20 days %
 30 days %
 days %

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE 07100
 DOT/Maritime Administration, MRG-7100
 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505
Attn: Karen L. Brown

16. ADMINISTERED BY CODE 00092
 DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505

17a. CONTRACTOR/OFFEROR CODE * FACILITY CODE
 NOWCARE PHYSICIANS PC
 3241 WESTERN BRANCH BLVD
 Chesapeake, VA 23321-5260
 TELEPHONE NO. (757) 424-7660 ext.

18a. PAYMENT WILL BE MADE BY CODE
 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
 MARAD A/P SAR Invoices Branch, AMZ-150 PO Box 25710,
 Oklahoma City, OK 73125

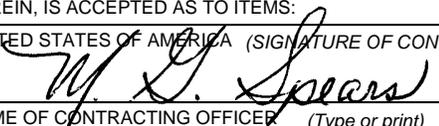
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 11,065.50

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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 HEREIN.
 29. AWARD OF CONTRACT: REF. _____ Your Quote _____ OFFER
 DATED 07/16/2007 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)

 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED
 Milton G. Spears 08/21/2007

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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 <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

Line Item Summary	Document Number DTMA2P07135	Title SAR-PHYSICALS	Page 3 of 22
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Total Funding: \$11,065.50

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

See Line Item(s)

Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	MEDICAL EXAMS FOR 2007		20.00	EA	\$285.000	\$ 5,700.00
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(08/21/2007 to 09/30/2007)

PROVIDE/CONDUCT MEDICAL SURVEILLANCE/OCCUPATIONS HEALTH EXAMINATIONS TO DESIGNATED MARITIME EMPLOYEES ASSIGNED TO THE DIVISION OF ATLANTIC OPERATIONS, NORFOLK, VA.

Ref Req No: PRSAR070603

Funding Information:

2007 - 07 - 1750 - 1SR - GA - M054 - 0 - 0000 - 710000 - - - - -
25623 - 6100 - 6600 -
\$5,700.00

0002	FITNESS FOR DUTY/PRE-PLACEMENT EXAMINATIONS		4.00	EA	\$512.000	\$ 2,048.00
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(08/21/2007 to 08/20/2008)

Ref Req No: PRSAR070603

Funding Information:

2007 - 07 - 1750 - 1SR - GA - M054 - 0 - 0000 - 710000 - - - - -
25623 - 6100 - 6600 -
\$2,048.00

0003	CHEST X-RAYS		17.00	EA	\$77.500	\$ 1,317.50
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(08/21/2007 to 09/30/2007)

Ref Req No: PRSAR070603

Funding Information:

2007 - 07 - 1750 - 1SR - GA - M054 - 0 - 0000 - 710000 - - - - -
25623 - 6100 - 6600 -
\$1,317.50

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Total Funding: \$11,065.50

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

See Line Item(s)

Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0004	ADDITIONAL TESTING IF REQUIRED.		1.00	JOB	\$2,000.000	\$ 2,000.00
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(08/21/2007 to 08/20/2008)

Ref Req No: PRSAR070603

Funding Information:

2007 - 07 - 1750 - 1SR - GA - M054 - 0 - 0000 - 710000 - - - - -
 25623 - 6100 - 6600 -
 \$2,000.00

Total Cost: \$11,065.50

Address Detail**Title**
SAR-PHYSICALS**Document Number**
DTMA2P07135**Page**
5 of 22**Shipping Addresses**

Code	Detail
0001	Org: DOT/Maritime Administration, MRG-7100 Addr: 7737 Hampton Boulevard, Building 4D, Room 211 Norfolk VA 23505 Attn: Karen L. Brown, Administrative Assistant Phone: (757) 441-3714 ext. Fax: (757) 441-0321 ext.

Invoice Addresses

Code	Detail	Code	Detail
0001	Org: DOT/ Enterprise Services Center (ESC) OFO/FAA, Addr: MARAD A/P SAR Invoices Branch, AMZ-150 PO 1 Oklahoma City OK 73125 Attn: Jennifer Fallis, FCO Phone: (757) 441-3716 ext. Fax: () - ext.	0002	Org: DOT/Maritime Administration, South Atlantic Regio Addr: 7737 Hampton Blvd., Bldg. 4D, Room 211 Norfolk VA 23505 Attn: Jennifer Fallis, Funds Control Officer Phone: (757) 441-3716 ext. Fax: (757) 441-6080 ext.

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COMMERCIAL CLAUSES

1 STATEMENT OF WORK

DOT MARAD DIVISION OF ATLANTIC OPERATIONS
STATEMENT OF WORK

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 Division of Atlantic Operations (DAO), 7737 Hampton Boulevard, Building 4D, Room 211, Norfolk, Virginia 23505.

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 DAO 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 DAO 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 ensure that the employee remains physically suitable to perform his or her job, to 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 DAO 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

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* Blood Chemistries: (Continued)

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

g. A Judgement of the Employee's Ability to Use Respiratory Equipment shall be made. The PHYSICIAN shall provide the DAO with a written report indicating the employee's current duty status as fit, with or without restriction, and a certification of fitness for respirator use. (See Form MA-939, Respirator Approval Card, attached).

h. Any Additional or Follow-up Occupational Health Related Examinations./Medical Laboratory Tests deemed appropriate/necessary by the PHYSICIAN, must be PREAPPROVED by MARAD through the DAO Designee, identified in Section V, Paragraph 9 of this Statement of Work.

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

2. Pre-Placement/Fit for Duty Examination

This medical examination shall be conducted on new/potential employees or if appropriate, those returning to duty after an illness or injury, based on the physical requirements of his or her position description and their designation as participants in the Asbestos Surveillance Program. This examination will determine whether the employee(s) is physically able to perform his or her assigned tasks and to provide in the case of a new/potential employee, baseline values for comparison with later values to aid in the detection of early or subclinical biological effects.

The Pre-Placement/Fit for Duty Examination will consist of a combination Asbestos Occupational Health Physical Examination, as in "Basic Periodic Examinations" described above, chest x-ray (for pre-placement) any supplemental examination/test recommended by the PHYSICIAN, and a FUNCTIONAL CAPACITY TEST conducted by a Licensed Physical Therapist. An additional report will be required which is similar to the Certificate of Medical Examination (copy attached).

3. 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 a 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 preplacement, 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:

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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 Commonwealth of Virginia. 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 Commonwealth of Virginia.
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 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 MARAD 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. In addition to the written opinion/report, the MARAD medical evaluation forms shall be included (see attached copies). 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 judgement 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 "Respirator Clearance Approval Card," Form MA-969 (copy attached) for each employee.
 - 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 DAO 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 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 DAO 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 MA-924 (copy attached).

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c. Provide a detailed written summary report stating the Radiologist's professional findings, opinions, and recommendations (copy attached).

8. All Medical Surveillance Program medical/physical examination opinions/reports/lab test results and x-rays of DAO 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 Division of Atlantic Operations 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 its 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 the medical/physical examination and testing activities of the occupational health medical facility for DAO employees under the Medical Surveillance Program.

11. The FACILITY shall immediately notify the DAO Ship Operations and Maintenance Officer, or his/her designee, if an employee refuses a portion of the occupational health medical examination.

12. The FACILITY shall immediately notify the DAO Ship Operations and Maintenance Officer, or his/her designee, 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 DAO Ship Operations and Maintenance Officer, or his/her designee, however no later than 30 September 2007.

14. As a minimum, the FACILITY shall have and shall maintain the following credential(s) during the duration of this contract:

a. Licensed by the Commonwealth of Virginia

15. The FACILITY's liaison for the administration of this contract with the DAO 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.

V. DIVISION OF ATLANTIC OPERATIONS RESPONSIBILITIES

The DAO Ship Operations and Maintenance Officer, 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 DAO employees.

3. MARAD Occupational Health Surveillance Questionnaire, Form MA-911, which contains a comprehensive occupational work/health history detailing prior and current exposure to potential hazards or respiratory hazards, particularly asbestos (initial examination only).

4. Privacy Act Notice, Form MA-911(B), initial examination only.

5. Completed OSHA medical questionnaires for each DAO employee included in MARAD's Medical Surveillance Program and receiving an occupational health medical/physical examination:

a. Part 1 - Required for each DAO employee receiving initial medical examination (copy attached).

b. Part 2 - Required for each DAO employee currently participating in the program who has received a medical examination in the previous year (copy attached).

6. A copy of OSHA's asbestos requirements as contained in 29 CFR 1910.1001 and 1926.

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7. Provide noise level sampling data, as appropriate, which contains data pertaining to the employees' noise exposure.
8. Provide employee asbestos sampling data-survey for ambient concentrations of airborne asbestos, both personal and area sampling results.
9. Ms. Karen Brown, DAO Designee, shall be responsible for all arrangements regarding the employees' occupational medical examinations, lab tests, and follow up tests with the FACILITY and she shall also be the local point of contact with the FACILITY for questions concerning scheduling/problems. The DAO will furnish the names of the employees and completed forms, as required, to be scheduled for the occupational health medical examinations.

VI. GENERAL RESPONSIBILITIES/CONDITIONS

1. The Facility shall ensure that DAO employees will not be required to travel more than ten (10) miles one way to a single location from the REGION 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. Mobile health units are not acceptable to perform the DAO's occupational health medical/physical examinations.
3. This award is not intended to create a third party beneficiary and is not construed as a third party beneficiary contract.
4. The DAO's designee and point of contact on all matters relating to this contract/statement of work is:

Karen L. Brown
 Medical Surveillance Coordinator
 DOT MarAd Division of Atlantic Operations
 7737 Hampton Boulevard
 Building 4D, Room 211
 Norfolk, Virginia 23505
 Telephone: (757) 441-3714
 Fax: (757) 440-0812

5. 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 DAO with a copy to the MARAD Safety and Health Manager, Washington, DC. 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 DAO'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
 - * Respirator Fitness
 - * Other Problems
 - (4) FACILITY recommendations/views:

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

(5) List of employees who will require chest x-rays the following year based on OSHA Standard 29 CFR 1910.1001 (s) (2) (iii), and the "Frequency of Chest Roentgenograms Table" on page 6 above.

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. FACILITY will submit invoices on a monthly basis for all services completed during the month. Invoices will include the following information and/or attached documents:

- (1) Name of FACILITY and invoice date
- (2) Purchase order number
- (3) Description, price and quantity of services rendered
- (4) Name, title, phone number and complete mailing list of responsible official to whom payment is to be sent
- (5) Name of each DAO employee who received a medical examination and date of examination

b. Original invoice billing, in will be forwarded to:

MARAD A/P SAR Invoices Branch
AMZ-150
PO Box 25710
Oklahoma City, OK 73125

c. One (01) copy of any correspondence and invoice billing will be forwarded to:

Karen Brown
Medical Surveillance Coordinator
DOT Maritime Administration
Division of Atlantic Operations
7737 Hampton Boulevard
Building 4D, Room 211
Norfolk, Virginia 23505

2 INVOICE SUBMISSION

INVOICE SUBMISSION - MARAD/SAR

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

(1) Electronic invoices shall be addressed to MARADInvoices@faa.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.

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b. The e-mail subject shall include the contract/purchase order number and invoice number. If this information is omitted from the invoice, then invoice will be returned and payment will be delayed.

c. The transmitting e-mail shall include the following information: Name of the 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 SAR Invoices Branch
AMZ-150
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 SAR Invoices Branch
AMZ-150
6500 S MacArthur Blvd.
Oklahoma City, OK 73169

3	52.212-04 ALT I	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007) - ALTERNATE I	FEBRUAR Y 2007
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(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

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- (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.
- (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 Governmentwide 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. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-
- (i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
- (ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-
- (A) Performed by the contractor;
- (B) Performed by the subcontractors; or
- (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
- (iii) Materials means-
- (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
- (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
- (D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and
- (E) Indirect costs specifically provided for in this clause.
- (iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (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.

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(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) Payments. (1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.']

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(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. (i) Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(ii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(6) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor

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gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(7) 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.

(8) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(9) 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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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).

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(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 the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

4 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS** FEBRUAR
Y 2006

(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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 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 shall check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (4)[Reserved]

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- (ii) Alternate I (MAR 1999) of 52.219-5.
- (iii) Alternate II (JUNE 2003) of 52.219-5.
- (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (6) (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.
- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (JULY 2005) (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.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (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.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

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___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X (23) 52.225-1, Buy American Act—Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 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)).

___ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 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.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (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) (MAY 1989) (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 (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

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(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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)