

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

1. REQUISITION NUMBER

PAGE 1 OF 42

2. CONTRACT NO.  
NBCD05002

3. AWARD/EFFECTIVE DATE  
10/05/2004

4. ORDER NUMBER

5. SOLICITATION NUMBER  
NBCR04018

6. SOLICITATION ISSUE DATE  
07/30/2004

**7. FOR SOLICITATION INFORMATION CALL:**

a. NAME  
Marc G. MacKeigan

b. TELEPHONE NUMBER (No collect calls) (202) 208-3923 ext.

8. OFFER DUE DATE/ LOCAL TIME  
09/07/2004  
4:30 pm

9. ISSUED BY CODE 00003

Dept of the Interior - National Business Center  
Washington DC Acquisition Branch MS1324  
1849 C Street NW

Washington, DC 20240

TEL: ( ) - ext.

FAX: (202) 208-4956 ext.

10. THIS ACQUISITION IS

- UNRESTRICTED  
 SET ASIDE: 0.00% FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)

NAICS: 621511  
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

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

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

- RFQ  IFB  RFP

15. DELIVER TO CODE EPS

Dept of the Interior - National Business Center  
Division of Employee and Public Service, 1849 C Street, NW MS 1366,

Washington, DC 20240

Attn: Richard Hipkins

17a. CONTRACTOR/OFFEROR CODE \* FACILITY CODE

Pembroke Occupational Health,  
2307 N Parham Rd  
Richmond, VA 23229-3163

TELEPHONE NO. (804) 346-1010 ext.

16. ADMINISTERED BY CODE 00003

Dept of the Interior - National Business Center  
Washington DC Acquisition Branch MS1324, 1849 C Street NW

Washington, DC 20240

18a. PAYMENT WILL BE MADE BY CODE FIN

Dept. of the Interior-National Business Center, Denver Payment Office  
Product and Services, Mailstop D-2777, P.O. Box 272025  
Denver, CO 80227-9025

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  
No Funding Information

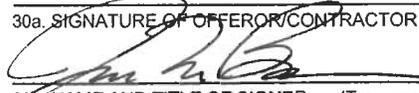
26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- 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

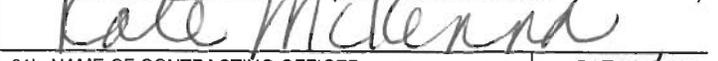
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. 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)



30b. NAME AND TITLE OF SIGNER (Type or print)

Russell M Basch, President

30c. DATE SIGNED

10/5/04

31b. NAME OF CONTRACTING OFFICER (Type or print)

Kate A. McKenna

31c. DATE SIGNED

10/5/04

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

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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All Line Item prices for the Base Period and all Option Years are from your Proposal Dated September 7, 2004 submitted in response to Solicitation NBCR04018.

0001	Nationwide Collections	10/01/2004	0.00	ea	\$27.000	\$ 0.00
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(10/01/2004 to 09/30/2005)

(Drug and alcohol collections to include monthly reports, chain of custody forms, transportation of collection kits/supplies to collection site and return of specimen to testing lab.)

Quantities listed are estimated. Quantities will be determined on individual delivery orders.

NOTE: Base year of performance: LINE ITEMS 0001-0014

ESTIMATED QTY: 31,000

0002	Quality Control Specimens	10/01/2004	0.00	ea	\$13.000	\$ 0.00
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(10/01/2004 to 09/30/2005)

(Preparing and Shipping)

ESTIMATED QTY: 1,095

0003	On-Site Collection	10/01/2004	0.00	ea	\$14.000	\$ 0.00
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(10/01/2004 to 09/30/2005)

(Drug and Alcohol)

ESTIMATED QTY: 5,500

0004	Testimony	10/01/2004	0.00	hr	\$75.000	\$ 0.00
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(10/01/2004 to 09/30/2005)

(Collection Contractor)

ESTIMATED QTY: 40

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0005	Negative Result  (Medical Review Officer (MRO)) ESTIMATED QTY: 36,250	10/01/2004  (10/01/2004 to 09/30/2005)	0.00	ea	\$1.500	\$ 0.00
0006	Positive Result  ESTIMATED QTY: 250	10/01/2004  (10/01/2004 to 09/30/2005)	0.00	ea	\$1.500	\$ 0.00
0007	MRO: Combined Price  (For Positive or Negative Results) ESTIMATED QTY: 36,500	10/01/2004  (10/01/2004 to 09/30/2005)	0.00	ea	\$1.500	\$ 0.00
0008	MRO: Testimony  ESTIMATED QTY: 40	10/01/2004  (10/01/2004 to 09/30/2005)	0.00	hr	\$75.000	\$ 0.00

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0009	International Collections	10/01/2004  (10/01/2004 to 09/30/2005)	0.00	ea	\$85.000	\$ 0.00
	(Drug and alcohol collections to include monthly reports, specimen kits, chain of custody forms, breath alcohol testing forms, transportation of collection kit/supplies to collection site and return of specimen to testing lab)					
	ESTIMATED QTY: 100					
0010	Collection No-Shows	10/01/2004  (10/01/2004 to 09/30/2005)	0.00	ea	\$12.000	\$ 0.00
	(Covers cost of the collection setup, kit and form, transportation and phone calls. When the donor does not attend the collection site for collection the Contractor shall close the request as a "No Show" 90 days after the date of the request. The cost of collection will not be included in the price)					
	ESTIMATED QTY: 4,000					
0011	Random Generator (Agency Specific) License Fee	10/01/2004  (10/01/2004 to 09/30/2005)	0.00	ea	\$75.000	\$ 0.00
	ESTIMATED QTY: 5					
0012	Random Generator (Agency Specific) Maintenance Fee	10/01/2004  (10/01/2004 to 09/30/2005)	0.00	ea	\$75.000	\$ 0.00
	Monthly Maintenance Fee: 5 at 12 mos each= 60					
	ESTIMATED QTY: 60					

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0013	Random generator (Generic) License Fee  One-time Fee ESTIMATED QTY: 5	10/01/2004  (10/01/2004 to 09/30/2005)	0.00	ea	\$75.000	\$ 0.00
0014	Random Generator (Generic)  Monthly Maintenance Fee: 5 at 12 mos each= 60 ESTIMATED QTY: 60	10/01/2004  (10/01/2004 to 09/30/2005)	0.00	ea	\$75.000	\$ 0.00
0015	Nationwide Collections  Option Year 1 10/01/2005 through 9/30/2006 See description at 0001 ESTIMATED QTY: 31,000	10/01/2006  (10/01/2005 to 09/30/2006)	0.00	ea	\$26.000	\$ 0.00 OPTION PERIOD
0016	Quality Control Specimens  (Preparing and Shipping) ESTIMATED QTY: 1,095	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	ea	\$13.000	\$ 0.00 OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0017	On-Site Collection  (Drug and Alcohol) ESTIMATED QTY: 5,500	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	ea	\$13.000	\$ 0.00  OPTION PERIOD
0018	Testimony  (Collection Contractor) ESTIMATED QTY: 40	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	hr	\$80.000	\$ 0.00  OPTION PERIOD
0019	Negative Result  (Medical Review Officer ("MRO")) ESTIMATED QTY: 36,250	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD
0020	Positive Result  ESTIMATED QTY: 250	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0021	MRO: Combined Price  (For Positive or Negative Results) ESTIMATED QTY: 36,500	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD
0022	MRO: Testimony  ESTIMATED QTY: 40	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	hr	\$75.000	\$ 0.00  OPTION PERIOD
0023	International Collections  See description at Line Item 0009 ESTIMATED QTY: 100	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	ea	\$85.000	\$ 0.00  OPTION PERIOD
0024	Collection No Shows  See description at Line Item 0010 ESTIMATED QTY: 4,000	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	ea	\$12.000	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0025	Random generator (Agency Specific) License Fee  One-time Fee ESTIMATED QTY: 5	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	ea	\$75.000	\$ 0.00  OPTION PERIOD
0026	Random generator (Agency Specific) Maintenance Fee  (Monthly Fee): 5 at 12 mos each= 60 ESTIMATED QTY: 60	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	ea	\$75.000	\$ 0.00  OPTION PERIOD
0027	Random generator (Generic) License Fee  One-time Fee ESTIMATED QTY: 5	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	ea	\$75.000	\$ 0.00  OPTION PERIOD
0028	Random generator (Generic) Maintenance Fee  (Monthly): 5 at 12 mos each= 60 ESTIMATED QTY: 60	10/01/2005  (10/01/2005 to 09/30/2006)	0.00	ea	\$75.000	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0029	Nationwaid Collections (Estimated Quantity)  See description at Line Item 0001 ESTIMATED QTY: 31,000	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$25.500	\$ 0.00  OPTION PERIOD
0030	Quality Control Specimens  (Preparing and Shipping) ESTIMATED QTY: 1,095	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$12.000	\$ 0.00  OPTION PERIOD
0031	On-Site Collection  (Drug and Alcohol) ESTIMATED QTY: 5,500	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$12.000	\$ 0.00  OPTION PERIOD
0032	Testimony  (Collection Contractor) ESTIMATED QTY: 40	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	hr	\$75.000	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0033	Negative Result  (Medical Review Officer) ESTIMATED QTY: 36,250	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD
0034	Positive Result  (Medical review Officer ("MRO")) ESTIMATED QTY: 250	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD
0035	MRO: Combined Price  (For either Positive or Negative Result) ESTIMATED QTY: 36,500	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD
0036	MRO: Testimony  ESTIMATED QTY: 40	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	hr	\$75.000	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0037	International Collections  See description at Line Item 0009 ESTIMATED QTY: 100	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$85.000	\$ 0.00  OPTION PERIOD
0038	Collection No Shows  See description at Line Item 0010 ESTIMATED QTY: 4,000	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$12.500	\$ 0.00  OPTION PERIOD
0039	Random Generator (Agency Specific)  One-time License Fee ESTIMATED QTY: 5	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$75.000	\$ 0.00  OPTION PERIOD
0040	Random Generator (Agency Specific)  Monthly Maintenance Fee: 5 at 12 mos each= 60 ESTIMATED QTY: 60	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$75.000	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0041	Random Generator (Generic)  One-time License Fee ESTIMATED QTY: 5	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$75.000	\$ 0.00  OPTION PERIOD
0042	Random Generator (Generic)  Monthly Maintenance Fee: 5 at 12 mos each ESTIMATED QTY: 60	10/01/2006  (10/01/2006 to 09/30/2007)	0.00	ea	\$75.000	\$ 0.00  OPTION PERIOD
0043	Nationwide Collections  Option Year 3 (October 1, 2007 through September 30, 2008) See description at Line Item 0001 ESTIMATED QTY: 31,000	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$25.000	\$ 0.00  OPTION PERIOD
0044	Quality Control Specimens  (Preparing and Shipping) ESTIMATED QTY: 1,095	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$12.000	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0045	On-site Collection  (Drug and Alcohol) ESTIMATED QTY: 5,500	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$12.000	\$ 0.00  OPTION PERIOD
0046	Testimony  (Collection Contractor) ESTIMATED QTY: 40	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	hr	\$75.000	\$ 0.00  OPTION PERIOD
0047	Negative Result  (Medical Review Officer ("MRO")) ESTIMATED QTY: 36,250	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD
0048	Positive Result  (Medical Review Officer ("MRO")) ESTIMATED QTY: 250	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0049	MRO: Combined Price  (Price for Negative or Positive Results) ESTIMATED QTY: 36,500	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD
0050	MRO: Testimony  ESTIMATED QTY: 40	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	hr	\$75.000	\$ 0.00  OPTION PERIOD
0051	International Collections  See description at Line Item 0009 ESTIMATED QTY: 100	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$75.000	\$ 0.00  OPTION PERIOD
0052	Collection No Shows  See description at Line Item 0010 ESTIMATED QTY: 4,000	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$15.000	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0053	Random Generator (Agency Specific)  One-time License Fee ESTIMATED QTY: 5	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$85.000	\$ 0.00  OPTION PERIOD
0054	Random generator (Agency Specific)  Monthly Maintenance Fee: 5 at 12 mos. each=60 ESTIMATED QTY: 60	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$85.000	\$ 0.00  OPTION PERIOD
0055	Random Generator (Generic)  One-time License Fee ESTIMATED QTY: 5	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$85.000	\$ 0.00  OPTION PERIOD
0056	Random Generator (Generic)  Monthly Maintenance Fee: 5 at 12 mos each= 60 ESTIMATED QTY: 60	10/01/2007  (10/01/2007 to 09/30/2008)	0.00	ea	\$85.000	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0057	Nationwide Collections	10/01/2007  (10/01/2008 to 09/30/2009)	0.00	ea	\$25.000	\$ 0.00  OPTION PERIOD
	Option Year 4 (October 1, 2008 through September 30, 2009)					
	See description at Line Item 0001					
	ESTIMATED QTY: 31,000					
0058	Quality Control Specimens	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	ea	\$12.500	\$ 0.00  OPTION PERIOD
	(Preparing and Shipping)					
	ESTIMATED QTY: 1,095					
0059	On-Site Collection	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	ea	\$12.000	\$ 0.00  OPTION PERIOD
	(Drug and Alcohol)					
	ESTIMATED QTY: 5,500					
0060	Testimony	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	hr	\$75.000	\$ 0.00  OPTION PERIOD
	(Collection Contractor)					
	ESTIMATED QTY: 40					

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0061	Negative Result  (Medical Review Officer ("MRO")) ESTIMATED QTY: 36,250	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD
0062	Positive Result  (Medical Review Officer ("MRO")) ESTIMATED QTY: 250	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD
0063	MRO: Combined Price  (Price for Negative or Positive Results) ESTIMATED QTY: 36,500	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	ea	\$1.500	\$ 0.00  OPTION PERIOD
0064	MRO: Testimony  ESTIMATED QTY: 40	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	hr	\$75.000	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0065	International Collections  See description at Line Item 0009 ESTIMATED QTY: 100	10/01/2008  (10/01/2008 to 09/30/2009)	0.00		\$85.000	\$ 0.00  OPTION PERIOD
0066	Collection No Shows  See description at Line Item 0010 ESTIMATED QTY: 4,000	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	ea	\$15.000	\$ 0.00  OPTION PERIOD
0067	Random Generator (Agency Specific)  One-time License Fee ESTIMATED QTY: 5	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	ea	\$85.000	\$ 0.00  OPTION PERIOD
0068	Random Generator (Agency Specific)  Monthly Maintenance Fee; 5 at 12 mos each= 60 ESTIMATED QTY: 60	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	ea	\$85.000	\$ 0.00  OPTION PERIOD

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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0069	Random Generator (Generic)  One-time License Fee ESTIMATED QTY: 5	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	ea	\$85.000	\$ 0.00 OPTION PERIOD
0070	Random Generator (Generic)  Monthly Maintenance Fee; 5 at 12 mos each= 60 ESTIMATED QTY: 60	10/01/2008  (10/01/2008 to 09/30/2009)	0.00	ea	\$85.000	\$ 0.00 OPTION PERIOD
<b>Total Cost:</b>						<b>\$0.00</b>

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## COMMERCIAL CLAUSES

1      52.212-04      CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS      OCTOBER  
2003

(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. 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 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 52.233-01, 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 52.202-01, 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 or 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.,

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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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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.

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(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. 327, 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 52.212-05; (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; and (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 the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

2      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--  
COMMERCIAL ITEMS.**      MAY 2004

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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(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 (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

\_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (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 (JAN 2002) (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 (JUNE 2003) (Pub. L. 103-355, section 7102, and 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).

\_\_\_X\_\_\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

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  X\_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

  X\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

  X\_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

  X\_ (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).

  X\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

  X\_ (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)(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)).

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

   (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

   (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

   (ii) Alternate I (Jan 2004) of 52.225-3.

   (iii) Alternate II (Jan 2004) of 52.225-3.

   (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

   (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

   (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

   (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

   (28) 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)).

   (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

  X\_ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

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

   (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

   (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

   (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..

   (ii) Alternate I (Apr 1984) 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:

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\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (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.).

(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) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) 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) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 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.

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

The Statement of Work is attached to this Solicitation as ATTACHMENT NBCR04018/01. It is 36 pages.

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## SECTION D -- PACKAGING AND MARKING

### D.1 FILE PACKAGING AND MARKING.DOC

#### **1. Preservation, Packing and Marking**

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

#### **2. Packing - Individual Specimens**

The bottles and containers used in the collection and shipment of urine specimens shall be sealed so as to prevent spillage or tampering during transport once the specimens have been collected.

#### **3. Packaging**

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice, and adequate to insure protection from possible damage resulting from improper handling, inclement weather, water damage, excessive heat or cold and to insure acceptance by common carrier for safe arrival at destination.

#### **4. Marking**

Each individual sample shall be labeled with the specimen number, the name of the collector and date obtained.

#### **5. Payment of Postage and Fees**

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

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## SECTION F -- DELIVERIES OR PERFORMANCE

F.1 FILE DELIVERIES OR PERFORMANCE.DOC

### **PERIOD OF PERFORMANCE**

**The period of performance under this contract shall be from date of award through September 30, 2005. At the Government's option, performance for succeeding years shall begin as follows:**

Option-Year I (1) October 1, 2005, through September 30, 2006

Option-Year II (2) October 1, 2006, through September 30, 2007

Option-Year III (3) October 1, 2007 through September 30, 2008

Option-Year IV (4) October 1, 2008 through September 30, 2009

### **PLACE OF DELIVERY**

(a) All specimens collected shall be shipped on the same day the collection is performed, wherever possible. In all cases specimens shall be shipped within 24 hours of collection. Specimens shall be shipped by overnight express to the Government Contract Drug Testing Laboratory as follows:

NWT, Inc.  
1141 East 3900 South  
Salt Lake City, UT 84124

The drug testing laboratory may change, in which case an equitable adjustment in unit prices may be negotiated if the change of location is significant enough so as to have an affect on the unit price.

The Contractor shall:

(i) Pack and mark the shipment to comply with the contract specifications, or (ii) in the absence of specifications, prepare the shipment in conformance with carrier requirements.

Prepare and distribute commercial bills of lading

Deliver the shipment in good order and condition to the point of delivery specified above or as otherwise specified in delivery orders

Be responsible for any loss or damage to the goods occurring before receipt of the shipment at the delivery point specified

Furnish a delivery schedule and designate the mode of delivering carrier, and

Pay and bear all charges to the specified point of delivery.

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 FILE DRUGSECTIONG.DOC

#### G.1 CONTRACTING OFFICER (CO)

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

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

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

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

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

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

#### G.3 TECHNICAL DIRECTION

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

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

(c) The technical direction to be valid:

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

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

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

#### G.4 GOVERNMENT BILL PAYING POLICY

##### (a) Interest on Overdue Payments

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

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

##### (b) Payment Due Date

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

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

##### (c) Invoice Requirements

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

- (1) Name of the business concern and invoice date,
- (2) contract number,
- (3) description of services, unit prices, quantity of services actually completed or rendered and total cost,
- (4) payment terms,
- (5) name (where applicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and,
- (6) other substantiating documentation or information as required by the contract.
- (7) The contractor shall enter the following statement on the reverse side of the invoice:

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

Date  
Representative (COTR)

Contracting Officer's Technical

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

(d) Method of Payment

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

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

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

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

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

(a) Method of Payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either --
  - (i) Accept payment by check or some other mutually agreeable method of payment; or
  - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

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

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

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT Payment.

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

(d) Suspension of Payment.

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

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

(e) Liability for Uncompleted or Erroneous Transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government uses the Contractor's EFT information incorrectly, the Government remains responsible for --

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and --

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

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and Prompt Payment.

A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and Assignment of Claims.

If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(i) Payment Information.

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

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

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

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

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

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

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

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

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

(End of clause)

#### G. 7 SUBMISSION OF INVOICES FOR DOI ONLY

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

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

U.S. Department of the Interior  
National Business Center Denver Payment Office  
Product and Services, Mailstop D-2777  
PO Box 272025  
Denver, CO 80227-9025

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

The Contractor shall provide to the DOI Contracting Officer a consolidated hard copy report of services rendered broken down by Agency; number of drug and alcohol collections (separated by HHS or DOT program); total costs incurred; and amount. Each Agency DPM shall be provided a report of their respective agency testing information. The amounts invoiced are broken down as actual HHS or DOT collections, specimen number, quality control specimens submitted, no show charges, number of hours and tests charged for on-site collections, last and first name, social security number, collection city and state, clinic number, reports prepared and number of testimonies provided.

This report shall be due to the DOI Contracting Officer, and respective Agency DPM as appropriate, by the 15th of the month following the month being reported on. The listing shall also reference the DOI contract number. Note: It is the Contractor's responsibility to reconcile the information being submitted to the DOI Contracting Officer, with the respective Agency DPM or COTR prior to it being submitted to DOI. The COTR shall also be provided the information electronically (E-mail, ASCII, automated drug testing system, etc.) upon request. Each agency shall also be provided the data for their own agency.

The report for the DOI shall be mailed to the following address:

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

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 FILE DRUGSECTIONH.DOC

#### H.1 CONTRACT TYPE: REQUIREMENTS CONTRACT

The quantities listed in pages 3 through 17 of the solicitation and any resulting contract are realistic estimated quantities only. Failure of the Government to purchase such quantities described in the Schedule will not entitle the contractor to any equitable adjustment in price.

#### H.2 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is disclosed after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

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

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

#### H.4 USING AGENCY RESPONSIBILITIES

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

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

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

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

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

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

Each order shall specify the period of the order, i.e., from date of award through September 30, 2005, the estimated number of specimens to be collected for the period of the order, invoicing procedures, technical representative or designee, and any other special instructions to the Contractor.

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

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

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

#### H.6 SECURITY REQUIREMENTS

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

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

#### H.7 COMPLIANCE WITH LAWS

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

#### H.8 NOTIFICATION TO THE GOVERNMENT OF DELAYS

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

#### H.9 KEY PERSONNEL

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

NAME	TITLE
1. Michael Stephens	Customer Service/Project Manager
2. Elizabeth Coleman	Sr. Customer Service Representative
3. Jennifer Haynes	Customer Service Representative

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|-----|------------------|--------------------------------------|
| 4.  | Jeff Czyzewski   | DTS System Administrator             |
| 5.  | Jeff Czyzewski   | Information Service Manager          |
| 6.  | Jeff Czyzewski   | IS Project Lead                      |
| 7.  | Dr. Cametas      | Medical Review Officer (MRO)         |
| 8.  | "                | Medical Review Officer               |
| 9.  | Michael Stephens | MRO Customer Service-Project Manager |
| 10. | Pamela Lanneau   | MRO Customer Service Representative  |

(b) During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, the complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutions should have completed qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information on the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

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SECTION I -- CONTRACT CLAUSES

I.1 1452.203- RESTRICTION ON ENDORSEMENTS JULY 1996  
70

1452.203-70 RESTRICTION ON ENDORSEMENTS -  
DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

I.2 52.216-18 ORDERING OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10/01/2004 through 09/30/2005.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-21 REQUIREMENTS OCTOBER 1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

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(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **March 31, 2010**.

I.4 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER  
R 1999

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

I.5 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH  
2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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

### J.1 LIST OF ATTACHMENTS

Attachment NBCR04018 /01 "STATEMENT OF WORK" 36 pages

Attachment NBCR04018/02 "REQUIREMENTS OF THE AUTOMATED DRUG TESTING SYSTEM" ("DTS") 74 pages

Attachment NBCR04018/03 "REQUIREMENTS FOR A MEDICAL REVIEW OFFICER" 6 pages

Attachment NBCR04018/04 "LIST OF AGENCIES UTILIZING DOI DRUG COLLECTION CONTRACT" 2 pages

Attachment NBCR04018/05 "QUESTIONS & ANSWERS" 4 pages