

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

1. REQUISITION NUMBER	PAGE 1 OF 1 of
5. SOLICITATION NUMBER PSA-09-RFP-REG001	6. SOLICITATION ISSUE DATE 3/18/2009
b. TELEPHONE NUMBER (No collect calls) (202) 220-5644	8. OFFER DUE DATE/ LOCAL TIME

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER
7. FOR SOLICITATION INFORMATION CALL: Angela Simmons		a. NAME

9. ISSUED BY
DC Pretrial Services Agency
Office of Contracts and Procurement
633 Indiana Avenue, NW
Suite 1120
Washington, DC 20004

CODE N/A

10. THIS ACQUISITION IS

UNRESTRICTED OR SET ASIDE: % FOR:

SMALL BUSINESS EMERGING SMALL BUSINESS

HUBZONE SMALL BUSINESS

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

NAICS: 335999
SIZE STANDARD: 500 Employees

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
Not Rated

14. METHOD OF SOLICITATION

RFQ IFB RFP

15. DELIVER TO
DC Pretrial Services Agency
FTDTL 301 C Street, NW Suite 6150
Washington, DC 20001

CODE N/A

16. ADMINISTERED BY
DC Pretrial Services Agency - Office of Contracts and Procurement
633 Indiana Avenue, NW, Suite 1100
Washington, DC 20004

CODE PROC

17a. CONTRACTOR/OFFEROR
CODE

FACILITY CODE N/A

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY
Office of Procurement and Contracting
DC Pretrial Services Agency
633 Indiana Avenue, NW, Suite 1100
Washington, DC 20004

CODE N/A

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
	* FDTL Reagents * See the Statement of Work (SOW) and all other documents related to this solicitation. * Proposal must be sent to the address specified in block 16 and received by date and time specified in block 8 of this form. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA

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 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

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)

30c. DATE SIGNED

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

31c. DATE SIGNED

FORENSIC DRUG TESTING LABORATORY REAGENTS

B CONTRACT PRICING

B.2 PRICES FOR REQUIRED SERVICES (ATTACH PRICE LIST)

0001	Base Contract Period Performance Start Date – September 30, 2009 Reagent Services	Test Price	Kit Price
0001AA	Reagent Services all services listed in Section C.3.1. Includes all services and supplies Except those listed as Government furnished.	\$ _____	\$ _____
0002	Option Period 1		
0002AA	Reagent Services all services listed in Section C.3.1. Includes all services and supplies Except those listed as Government furnished.	\$ _____	\$ _____
0003	Option Period 2		
0003AA	Reagent Services all services listed in Section C.3.1. Includes all services and supplies Except those listed as Government furnished.	\$ _____	\$ _____
0004	Option Period 3		
0004AA	Reagent Services all services listed in Section C.3.1. Includes all services and supplies Except those listed as Government furnished.	\$ _____	\$ _____

FORENSIC DRUG TESTING LABORATORY REAGENTS

0005 Option Period 4

0005AA Reagent Services
all services listed in Section C.3.1. \$ _____ \$ _____
Includes all services and supplies
Except those listed as Government
furnished.

0006 Option Period 5 (Seven Month Period)

0006AA Reagent Services
all services listed in Section C.3.1. \$ _____ \$ _____
Includes all services and supplies
Except those listed as Government
furnished.

NOTE: IN THE EVENT OF A LOT/KIT OR PACKING CHANGE DURING THE PERFORMANCE PERIOD OF THE CONTRACT, PRICE PER KIT SHALL NOT INCREASE FROM THE STATED PRICE.

**SECTION C. Description/ Specification/ Works Statement For
Immunoassay Reagent and Instrumentation**

1. General Information

The District of Columbia Pretrial Services is an independent agency under the Court Services and Offenders Supervision Agency. Pretrial Services Agency's Forensic Toxicology Drug Testing Laboratory (FTDTL) performs urine drug testing for all defendants, adult and juvenile, in pretrial status, Drug Court, offenders on probation or parole, parents charged with abuse or neglect, and other tests a ordered by the court. The FTDTL collects over 500,000 urine specimens per year, screening for 3-7 drugs per urine specimen, with an average of 4.8 tests per urine specimen. An estimated 3,200,000 tests are performed per year. This document provides information necessary to assist in the procurement of a new immunoassay reagent/instrumentation contract for the FTDTL drug testing operation.

1.1 Estimated monthly drug testing volume by test is:

Cocaine	50,000
Opiates	44,000
Marijuana (THC)	45,000
Phencyclidine (PCP)	39,000
Methadone	12,500
Ethanol (ETOH)	20,000
Amphetamines	20,000
Creatinine	40,000

2. Equipment and Consumable: Requirements

The Contractor shall provide the Agency with three (3) analyzers for high volume drug testing operations and maintain and repair the equipment onsite. The equipment provided shall be new condition at its initial installation, and will be delivered and installed within 30 days of the contract award date. Also, the Contractor shall provide the Agency with one GCMS instrument for quality control and confirmation testing purposes. The contract shall provide all equipment, supplies and services, other than those specifically designated as Government furnished. Contractor-provided equipment shall include:

2.1 High Volume Drug Analyzer

Salient Characteristics-

- Real-time operation and data acquisition
- Bi-directional communication capability
- Bar-coding capability (multiple codes)
- Refrigerated reagent storage (2 to 8 degrees Celsius)
- 1200-2400 tests per hour processing capability
- Be able to load at least 120 samples at one time
- Be able to perform all tests listed in 1.1
- QC data acquisitions and analysis
- Positive sample identification
- Operate in an environmental temperature range of between 15 to 30 degrees Celsius (59 to 86 degrees Fahrenheit)

- Operate in a Relative Humidity range of between 40 to 85% without condensation
- On-board or linked CRT, keyboard, and printer
- Sample data storage: 10,000 records or more
- Open channel capacity to allow for investigation of new reagents

- 2.1.2 Gas Chromatography/Mass Spectrometry-Agilent GC/MS 7890A GC/5975C MSD or equal
Salient Characteristics-
- Real-time operation and data acquisition through a linked CRT, keyboard, and printer
 - Sample data storage: greater than 1000 records
 - Bi-directional communication capability
 - Bar-coding capability (multiple codes)
 - Positive sample identification
 - Auto-sampling capability
 - Sample size: 1-5 micro liters
 - Split/ Splitless injection modes
 - Acquisition modes: Scan and SIM mode capability
 - Quantitative data analysis
 - Drug/ chemical spectral libraries (NIST, PFLEGER)
 - QC data acquisition and analysis
 - Operate in an environmental temperature range of between 15 to 30 degrees Celsius (59 to 86 degrees Fahrenheit)
 - Operate in a Relative Humidity range of between 40 to 85% without condensation
- 2.1.3 The Government agrees to purchase exclusively from the Contractor, on a requirements basis, all drug testing reagents for its drug-testing program so long as the Contractor is able to meet the re-supply response time shown in 2.2 and other performance standards shown in this work statement. The Contractor shall provide two (2) preventive maintenance visits per instrument annually.
- 2.1.4 The Contractor shall maintain and repair the provided equipment on-site either directly or by a third party service contract with the instrument manufactures so that any piece of equipment is restored to service within 24 hours in the case of scheduled maintain or restored to operation (or replaced on-site at the Contractor's discretion) within 24 hours in the case of equipment failure. The Contractor shall provide, maintain and repair any water treatment systems necessary to meet the water quality of the instruments (offered in 2.1.1 either by third party service or directly).
- 2.1.5 The Contractor shall provide all equipment-specific consumable supplies, such as lamps, curvettes, surfactants, and conditioning and cleaning solutions.
- 2.1.6 The Contractor shall provide a sufficient number of instrument racks to allow for the pre-analytical sample processing of 4000 specimens. The Contractor shall supply sufficient test tubes for the volume of testing, estimated at 60,000 test tubes per month.

2.2 Reagents Requirements

2.1.1 The Contractor must be able to deliver, within 24 hours of receipt of an order, reagents for the testing of: amphetamines, cocaine, methadone, opiates, cannabinoid, creatinine, and alcohol at no additional costs to the Government.

2.1.1.1 Compliance with Food & Drug Administration (FDA) Requirements

Immunoassay kits are medical devices and must have clearance from Food & Drug Administration (FDA) to be marketed. The registration and listing process specified by the FDA must be followed and the manufacturer must adhere to good manufacturing process (GMP) in the manufacture of these devices. Any mandatory recalls of the kits provided under this contract and any other problems that require notification to the FDA must be resolved as required by the FDA regulations current at the time.

The contractor shall notify the Contracting Officer and Laboratory Director by Certified or overnight mail of any recall of FDA notification within two working days of the event.

Except as provided herein, the reagent supplied throughout the term of this contract shall be identical to the reagent offered by the contractor and accepted by the Government at the time of the contract award. If, during the course of this contract, the manufacturer wishes to change or improve its kit, that product modification must be proposed in writing to the Contracting Officer and Laboratory Director for approval prior to its incorporation into the kits to be delivered. The contractor's proposal must include documentation, which demonstrates that the manufacturer has complied with all applicable FDA regulations, including those concerning the filing of a new 510k notice if such action and subsequent FDA clearance are warranted by the nature of the modification. Any re-validation of the modified reagent will be done by the Contractor, at their expense and at a time acceptable to the FTDTL.

2.1.1.2 The materials provided must be in volumes and packaging, which are convenient and applicable to the throughput of the FTDTL and should not result in the loss of unnecessary disposal of more than 3% of the working volume of reagent. Any individual bottle of reagent, which would be prepared for use at one time, may not include materials for more than 5,000 tests. The contractor will be required to provide calibrators and control materials for the drug reagent. The materials must be provided with an instruction sheet that complies with all requirements of the FDA and includes data demonstrating specific performance characteristics, such as, accuracy, precision, sensitivity, specificity, cross-reactivity, and safety precautions. The instruction sheet(s) shall include procedures optimized for FTDTL operations as represented in these specifications and at cutoffs utilized by the FTDTL. The instruction sheet shall include operating parameters and instrumentation settings for use of the reagent on the Contractor's equipment.

Shelf Life-Minimum - shelf life of any unopened component of the assay shall be at least 180 days from date of delivery at the FTDTL. Once kit container seals are broken and the component opened, the shelf life must be at least 30 days.

Salient characteristics for analytical reagents:

- FDA approved homogeneous immunoassay-based measurements
- Liquid
- The reagents must have an unopened, un-reconstituted shelf life of six (6) to twelve (12) months.
- Thirty-days (30) expiration dating on reconstituted on opened products
- Precision:
 - Within run: c.v.2.0 or less (1.0 or less preferred)
 - Day-to-day: c.v.2.0 or less (THC 3.0 or better)
- Meet current Substance Abuse & Mental Health service Administration (SAMSHA), PSA, Department Of Transportation (DOT) and Department Of Defense (DOD) Standard Drug Testing Panel an Criteria for Reporting Drug Use in the Military Drug Testing Program cutoff guidelines.

- 2.3 The contractor shall deliver, within 24 hours of receipt of an order, controls and calibrators, which must meet SAMSHA, PSA, DOT and (DOD) standard cutoff values at no additional costs to the Government. Controls/calibrators must be available in not less than 5ml or greater than 25 ml sizes (liquid). The Contractor shall guarantee testing accuracy of at least 95%.

Salient characteristics for controls and calibrators:

- Liquid
- Lot numbers good for one year
- Thirty-days (30) expiration dating on reconstituted products
- Precision:
 - Within run: c.v.2.0 or less (1.0 or less preferred)
 - Day-today: c.v.2.0 or less (THC 3.0 or better)
- Urine matrix
- Able to monitor SAMSHA and DOD cutoff guidelines
- Threshold controls shall contain approximately 75% and 125% cutoff levels.
- The reagents/controls/standards must have un-reconstituted shelf lives of at least six months.

- 2.4 Equipment-specific consumables shall also be delivered within 24 hours of receipt of an order. All consumables necessary to support testing, calibration, and operator-level maintenance shall be provided by the Contractor. Overnight shipping shall not result in additional charges.

- 2.5 Cutoff calibrators must have the following values:

500 ng/mL	d-Amphetamine
150 ng/mL	Benzoyllecgonine
300 ng/mL	Methadone
300 ng/mL	Morphine
25 ng/mL	PCP

50 ng/mL Delta-9 THC

2.6 Requirements for Immunoassay Test Reagent

The following drug cutoffs in urine specimens are currently used by the FTDTL for the initial immunoassay and GC/MS confirmation tests.

2.6.1 Screening Cutoff in ng/mL

Drug/ Metabolite	Initial Test
11 Nor delta 9 THC carboxylic acid (THCCOOH)	50
Cocaine (Benzoylecgonine)	150
Opiates (Morphine)	300
Phencyclidine (PCP)	25
Amphetamine/ Methamphetamine (amphetamines)	500
Methadone	300
Ethanol	20mg/dL
Creatinine	20mg/dL

2.6.2 Confirmation Cutoff in ng/mL

Drug/ Metabolite	GC/MS
11 Nor delta 9 THC carboxylic acid (THCCOOH)	15
Cocaine (Benzoylecgonine)	100
Opiates (Morphine)	300
Morphine	300
Codeine	300
Phencyclidine (PCP)	25
Amphetamine/ Methamphetamine (amphetamines)	500
Morphine	300
Ethanol	20mg/dL

- 2.7 Reagent kits shall be available in low capacity (approx. 1,000 test/kit) and high capacity (3,500+test/kit) sizes. Reagents must be compatible, at a minimum, with the equipment provided by the Contractor in 2.1.1.
- 2.8 The Contractor shall supply technical support for all equipment and for all assays/ reagents and their performance characteristics on the instruments provided in 2.1. Technical support shall be provided in trouble-shooting, establishing and clarifying test methods, etc. This technical support shall be available by telephone 24 hours per day, 7 days a week by local or toll-free number at no additional cost to the Government.
- 2.9 High and low controls at 25% above/ below cutoff must be available for each assay.
- 2.10 Since drug laboratory operations are continuous, the Government reserves the right to purchase reagents/ supplies from other sources if the Contractor fails to provide the reagents within 24 hours of receipt of an order.
- 2.11 The Contractor shall provide all initial training necessary for the proper operation and operator-level maintenance of all equipment within 15 days after installation.

Training

Base Year training will consist of training on each instrument listed. Contractor shall provide two (2) training slots for the analyzers at the analyzer's manufacturer training site. The training should include basic instrument operation and theory, instrument maintenance and troubleshooting. The Contractor shall pay for transportation, lodging and tuition.

- 2.12 The Contractor shall provide, in-house educational training of new issues, at least one (1) per year at no cost to the Government.
- 2.13 The instrument(s) provided in support of this contract shall be capable of interfacing with the existing FTDTL Laboratory Information Management System (LIMS), DTMS.Net. The contractor shall provide technical support and communication protocol specifications for the instrument interface.
- 2.14 The Government shall provide access for a pre-award survey, which will include verification of the automated systems interface.
- 2.15 The Contractor shall provide training on each piece of equipment provided. This training shall meet equipment manufacturer's standards for full operator qualification for equipment operation and performance of operator-level preventive maintenance.
- 2.16 The Contractor shall provide operator's manuals for each piece of equipment provided. Manual content (and supplementary documentation as necessary) shall include operating instructions, maintenance procedures, trouble-shooting procedures, theoretical treatment of the testing process, and any other content necessary to operate and maintain the equipment.
- 2.17 The Contractor shall deliver reagents and supplies to:

Forensic Toxicology Drug Testing Laboratory (FTDTL)
300 Indiana Avenue NW, Suite 6150
Washington, DC 20001

Instruments 1 (one), will be delivered to:
500 Indiana Avenue NW, Rm. C-220
Washington, DC 20001

Instruments 2 (two), will be delivered to:
300 Indiana Avenue NW, Suite 6150
Washington, DC 20001

All deliveries shall be made during normal working hours (9AM to 5PM local time). Exceptions can be arranged.

- 2.18 Installation, the Contractor shall validate the performance of all analyzers provided and analytical performance of each assay according to standards of practice for Toxicology laboratories. The Contractor shall provide documentation of these validation studies. If the Contractor's equipment requires periodic re-validation, the Contractor will provide this service at no additional charge.

3. Supporting Information

- 3.1 The Government shall provide space for the contractor-provided equipment and drug testing operations. In addition, the Government shall provide appropriate power required by the contractor-provided equipment as well as an appropriate operating environment.
- 3.2 The Government shall provide adequate storage facilities for reagents and supplies.
- 3.3 Qualified Government operators shall perform and document all operator-level preventive maintenance on contract-provided equipment.

4. Cocaine (Benzoylecgonine)

4.1 Antibody Specificity and Specificity

Antibody specificity must be verified for each lot and the specificity re-evaluated at routine intervals to ensure uniformity and quality of preparations. The sensitivity and specificity of the assay should provide sufficient cross-reactivity with the BZE urinary metabolites such that actual human physiological urine specimens which contain 100 ng/mL of BZE (as determined by GC/MS) would show an apparent concentration of 150 ng/mL total BZE metabolites by the reagent immunoassay procedure. While BZE is the principle analyte for urinary cocaine detection, sensitivity to the presence of the other cocaine metabolites is required in the screening reagent. The reagent must provide equivalent or better performance characteristics in terms of sensitivity and specificity for detection of cocaine and its metabolites in urine as the current immunoassay procedure used in the FTDTL. The number of "false positive" screens requiring GC/MS confirmatory analysis must be minimized. The BZE testing reagent must be specific for BZE such that no less than 95% of the actual human physiological test specimens containing BZE identified as positive by the current immunoassay and GC/MS procedures employed in the FTDTL will be identified as positive by the Contractor's immunoassay reagent. The reagent shall demonstrate linearity for BZE quantitation to 400% of the immunoassay cutoff concentration. Chemical compounds that may reasonably be found in urine resulting from prescription or non-prescription drug use must be tested to characterize antibody specificity. Specificity testing will include biochemical materials produced normally in the human body (this may be valuated by testing numbers of specimens of normal human urine).

The materials shall be used for the initial (screen) testing by immunoassay for the cocaine metabolite benzoylecgonine (BZE) in urine. The reagent shall identify specimens containing Benzoylecgonine from cocaine abuse in human physiological urine specimens at the cutoff concentration of 150ng/mL. No less than 95% of the actual human physiological test specimens containing Benzoylecgonine urinary metabolites, and identified as positive by the current immunoassay and GC/MS procedures employed in the FTDTL, will be identified as positive by the Contractor's Benzoylecgonine immunoassay reagent on the equipment offered. The reagent must not have more than 5% "false negative" screens. The reagent shall demonstrate linearity for Benzoylecgonine to at least 600 ng/mL.

4.2 Quality Control

The BZE immunoassay reagent must also maintain reproducibility in quality control (QC) measurements. The testing reagent must identify as positive at least 95% of all quality control specimens containing BZE at concentrations 125% of the FTDTL cutoff concentration of 150 ng/mL. The assay shall identify as negative by the initial test 95% of the quality control specimens that contain Benzoylecgonine at 75% of the FTDTL cutoff concentration of 150 ng/mL.

5. Marijuana (THC)

5.1 Sensitivity and Specificity

Antibody specificity must be verified for each lot and the specificity re-evaluated at routine intervals to ensure uniformity and quality of preparations. The sensitivity and specificity of the assay should provide sufficient cross-reactivity with the THC urinary metabolites, such that actual human physiological urine specimens which contain 15 ng/mL of THCCOOH (as determined by GC/MS) would show an apparent concentration of 50 ng/mL total cannabinoids by the reagent immunoassay procedure. While THCCOOH is one of the principle metabolite for THC detection, sensitivity to the presence of the other cannabinoids is required in the screening reagent. The reagent must provide equivalent or better performance characteristics in terms of sensitivity and specificity for detection of THC and its metabolites in urine as the current immunoassay procedure used in the FTDTL. The number of "false positive" screens requiring GC/MS confirmatory analysis must be minimized. The THC testing reagent must be specific for THC and its human metabolite such that no less than 95% of the actual human physiological test specimens containing THC urinary metabolites and identified as positive by the current immunoassay and GC/MS procedures employed in FTDTL will be identified as positive by the Contractor's immunoassay reagent. The reagent shall demonstrate linearity for total cannabinoid quantitation to 200% of the immunoassay cutoff concentration. Chemical compounds that may reasonably be found in urine resulting from prescription or non-prescription drug use must be tested to characterize antibody specificity. Specificity testing will include biochemical materials produced normally in the human body (this may be evaluated by testing numbers or normal human urine.).

The materials shall be for the initial (screen) testing by immunoassay of marijuana (THC) metabolites in urine. The reagent shall be used for the identification of THCCOOH, relative to the total cannabinoid metabolites, associated with THC use in physiological urine specimens. While 11-nor-delta-9-THC-carboxylic acid (THCCOOH) is the principle metabolite, the reagent must show broad cross-reactivity to total cannabinoids at 50 ng/mL in order to maximize sensitivity to THCCOOH when present at a concentration of 15 ng/mL of urine. The reagent must perform such that in actual physiological urine specimens from THC use containing 15 ng/mL of THCCOOH (as determined by gas chromatography-mass spectrometry) will show an apparent concentration of at least 50 ng/mL total cannabinoids. Certified solutions of THCCOOH at a concentration of 50 ng/mL will be used for calibration. The reagent must be

compatible with the optimal throughout of the instrument being used to perform the assay in the FTDTL.

No less than 95% of the actual human physiological test specimens containing marijuana urinary metabolites, and identified as positive by the current immunoassay and GC/MS procedures employed in the FTDTL, will be identified as positive by the Contractor's Marijuana immunoassay Reagent on the equipment offered. The reagent must not have more than 5% "false positive" screens. The reagent must not have more than 5% "false negative" screens. The reagent shall demonstrate linearity for marijuana to at least 100 ng/mL.

5.2 Quality Control

The THC immunoassay reagent must also maintain reproducibility in QC measurements. The testing reagent must identify as positive a least 95% of all quality control specimens containing THCCOOH at concentrations at 125% of 50 ng/mL. The reagent must identify as negative by initial test 95% of the quality control specimens that contain THCCOOH at concentrations at 75% of 50ng/mL.

6. Phencyclidine (PCP)

6.1 Sensitivity and Specificity

Antibody specificity must be verified for each lot and the specificity re-evaluated at routine interval to ensure uniformity and quality of preparations. The sensitivity and specificity of the assay should provide sufficient cross-reactivity with the PCP urinary metabolites such that actual human physiological urine specimens which contain 25 ng/mL of PCP (as determine by GC/MS) will give a reading equivalent within +/- 25% to a 25 ng/mL calibration standard. The reagent must provide equivalent or better performance characteristics in terms of sensitivity and specificity for detection of the PCP metabolite in urine as the current immunoassay procedure used in the FTDTL. The number of "false positive" screens requiring GC/MS confirmatory analysis must be minimized. The PCP testing reagent must be specific for PCP and its human metabolites such that no less than 95% of the actual human physiological test specimens containing PCP urinary metabolites and identified as positive by the current immunoassay and GC/MS procedures employed in the FTDTL will be identified as positive by the Contractor's immunoassay reagent. The reagent shall demonstrate linearity for total PCP quantitation to 400% of the immunoassay cutoff concentration be found in urine resulting from prescription or non-prescription drug use must be tested to characterize antibody specificity.

The materials shall be for the initial (screen) testing by immunoassay for phencyclidine (PCP) in urine. Recognizing that physiologic urine specimens from PCP abuse may contain other secondary metabolites, the sensitivity and specificity of the assay must detect PCP when present at a concentration of 25 ng/mL of urine from PCP abusers. No less than 95% of the actual human physiological test specimens containing PCP and identified as positive by the current immunoassay and GC/MS procedures employed in the FTDTL, will be identified as positive by the Contractor's PCP immunoassay reagent on the

equipment offered. The reagent must not have more than 5% "false positive" screens. The reagent must not have more than 5% "false negative" screens. The reagent shall demonstrate linearity for PCP to at least 100 ng/mL. The reagent must be compatible with the optimal throughput of the instrument used to perform the immunoassay procedure in the FTDTL. The assay must show minimal cross-reactivity with Dextromethorphan at therapeutic concentrations.

6.2 Quality Control

The PCP immunoassay reagent must also maintain reproducibility in QC measurements. The testing reagent must identify as positive at least 95% of all quality control specimens containing PCP at 125% of the cutoff concentration of 25ng/mL. The testing reagent must identify as negative by initial test 95% of all quality control specimens containing PCP at 75% of the cutoff concentration of 25ng/mL.

7. Opiates

7.1 Sensitivity and Specificity

Antibody specificity must be verified for each lot and the specificity re-evaluated at routine intervals to ensure uniformity and quality of preparations. The sensitivity and specificity of the assay should provide sufficient cross-reactivity with the opiates urinary metabolites such that actual human physiological urine specimens which contain 300 ng/mL of morphine (as determined by GC/MS) will give a reading equivalent within +/- 25% to a 300 ng/mL calibration standard. The reagent must provide equivalent or better performance characteristics in terms of sensitivity and specificity for detection of the opiates metabolite in urine as the current immunoassay procedure used in the FTDTL. The number of "false positive" screens requiring GC/MS confirmatory analysis must be minimized. The opiates testing reagent must be specific for opiates and its human metabolites such that no less than 95% of the actual human physiological test specimens containing opiates urinary metabolites and identified as positive by the current immunoassay and GC/MS procedures employed in the FTDTL will be identified as positive by the Contractor's immunoassay reagent. The reagent shall demonstrate linearity for opiates quantitation to 667% of the immunoassay cutoff concentration. Chemical compounds that may reasonably be found in urine resulting from prescription or non-prescription drug use must be tested to characterize antibody specificity. Specificity testing will include biochemical materials produced normally in the human body (this may be evaluated by testing numbers of specimens or normal human urine).

The materials shall be used for the initial (screen) testing by immunoassay for opiates (morphine and/or codeine) in urine relative to the total opiate metabolites associated with opiate use in physiological urine specimens.

Recognizing that physiologic urine specimens from opiate abuse may contain other secondary metabolites, the assay must detect morphine or codeine when present at a concentration of 300 ng/mL of urine. No less than 95% of the actual human physiological test specimens containing opiates and identified as positive

by the current immunoassay and GC/MS procedures employed in the FTDTL, will be identified as positive by the Contractor's Opiate immunoassay reagent on the equipment offered. The reagent must not have more than 5% "false negative" screens. The reagent shall demonstrate linearity for Morphine to at least 2000 ng/mL. The reagent must be compatible with the optimal throughput of the instrument being used to perform the assay in the FTDTL.

7.2 Quality Control

The Opiates immunoassay reagent must also maintain reproducibility in QC measurements. The testing reagent must identify as positive at least 95% of all quality control specimens containing morphine or codeine at 125% of the FTDTL cutoff concentration of 300 ng/mL. The testing reagent must identify as negative by initial test 95% of the quality control specimens that contain morphine or codeine at 75% of 300 ng/mL.

8. Amphetamine/Methamphetamine

8.1 Sensitivity and Specificity

Antibody specificity must be verified for each lot and the specificity re-evaluated at routine intervals to ensure uniformity and quality of preparations. The sensitivity and specificity of the assay should provide sufficient cross-reactivity with amphetamine/methamphetamine urinary metabolites such that the actual human physiological urine specimens which contain 500 ng/mL of amphetamine/methamphetamine (as determined by GC/MS) will give a reading +/- 25% to a 500 ng/mL calibration standard. The reagent must provide equivalent or better performance characteristics in terms of sensitivity and specificity for detection of the amphetamine/methamphetamine metabolite in urine as the current immunoassay procedure used in the FTDTL. The number of "false positive" screens requiring GC/MS confirmatory analysis must be minimized. The amphetamine/methamphetamine testing reagent must be specific for opiates and its human metabolites such that no less than 95% of the actual human physiological test specimens containing opiates urinary metabolites and identified as positive by the current immunoassay and GC/MS procedures employed in the FTDTL will be identified as positive by the Contractor's immunoassay reagent. The reagent shall demonstrate linearity for opiates quantitation to 400% of the immunoassay cutoff concentration. Chemical compounds that may reasonably be found in urine resulting from prescription or non-prescription drug use must be tested to characterize antibody specificity. Specificity testing will include biochemical materials produced normally in the human body (this may be evaluated by testing numbers of specimens or normal human urine).

The materials shall be used for the initial (screen) testing by immunoassay for amphetamine and methamphetamine in urine. Recognizing that physiologic urine specimens from amphetamine or methamphetamine abuse may contain other secondary metabolites, the sensitivity and specificity of the assay must be sensitive to amphetamine and methamphetamine when present at a concentration of 500 ng/mL of urine. No less than 95% of the actual human physiological test specimens containing amphetamines and identified as positive by the current

immunoassay and GC/MS procedures employed in FTDTL, will be identified as positive by the Contractor's amphetamines immunoassay reagent on the equipment offered. The reagent must not have more than 5% "false negative" screens. The reagent shall demonstrate linearity for amphetamine or methamphetamine to at least 2000 ng/mL. The reagent must be compatible with the optimal throughout of the instrument being used to perform the assay in the FTDTL. The reagent may show cross-reactivity with methylenedioxymethamphetamine (MDMA) and methylenedioxyamphetamine (MDA).

8.2 Quality Control

The amphetamine/ methamphetamine immunoassay reagent must also maintain reproducibility in quality control (QC) measurements. The testing reagent must identify as positive at least 95% of all quality control specimens containing amphetamine/ methamphetamine at concentrations equal to 125% of the FTDTL cutoff concentration of 500 ng/mL. The assay shall identify as negative by the initial test 95% of the quality control specimens that contain amphetamine/ methamphetamine at 75% of the FTDTL cutoff concentration of 500 ng/mL.

9. Methadone

9.1 Sensitivity and Specificity

Antibody specificity must be verified for each lot and the specificity re-evaluated at routine intervals to ensure uniformity and quality of preparations. The sensitivity and specificity of the assay should provide sufficient cross-reactivity with methadone urinary metabolites such that the actual human physiological urine specimens which contain 300 ng/mL of methadone (as determined by GC/MS) will give a reading +/- 25% to a 300 ng/mL calibration standard. The reagent must provide equivalent or better performance characteristics in terms of sensitivity and specificity for detection of the methadone metabolite in urine as the current immunoassay procedure used in the FTDTL. The number of "false positive" screens requiring GC/MS confirmatory analysis must be minimized. The methadone testing reagent must be specific for methadone such that no less than 95% of the actual human physiological test specimens containing methadone urinary metabolites and identified as positive by the current immunoassay and GC/MS procedures employed in the FTDTL will be identified as positive by the Contractor's immunoassay reagent. The reagent shall demonstrate linearity for methadone quantitation to 333% of the immunoassay cutoff concentration. Chemical compounds that may reasonably be found in urine resulting from prescription or non-prescription drug use must be tested to characterize antibody specificity. Specificity testing will include biochemical materials produced normally in the human body (this may be evaluated by testing numbers of specimens or normal human urine).

9.2 Quality Control

The materials shall be for the initial (screen) testing by immunoassay of the methadone in urine. The methadone immunoassay reagent must be sensitive to the presence of methadone when present at a concentration of 300 ng/mL of

urine. The reagent must be compatible with the optimal throughput of the instrument being used to perform the assay in the FTDTL.

10. Ethanol

10.1 Sensitivity and Specificity

The reagent shall quantitatively identify specimens containing ethyl alcohol (ethanol) in human physiological urine specimens. The assay shall identify as positive no less than 95% of human test specimens containing at least 20mg/dL ethanol and identified as positive by the current assay and confirmation procedures employed by the FTDTL. The testing reagent must identify as negative 95% of human test specimens containing less than 20ng/mL ethanol. The assay shall be linear to 400mg/dL ethanol. The assay shall provided sufficient specificity that there is a minimal interference from other alcohols. The reagent must be compatible with the optimal throughput of the instrument offered in 2.1.1.

10.2 Quality Control

The ethanol reagent must also maintain reproducibility in QC measurements. The testing reagent must identify as positive at least 95% of all quality control specimens containing ethanol at 125% of 20mg/dL. The testing reagent must identify as negative at least 95% of all quality control specimens containing ethanol at 25% below 20mg/dL.

11. Creatinine

11.1 Sensitive and Specificity

The reagent shall quantitatively measure creatinine in human physiological urine specimens. The assay shall be linear from zero (0) to 400 mg/dL. The assay must be able to identify 95% of the human test specimens containing less than 20mg/dL Creatinine. The assay shall provide sufficient specificity that there is minimal interference from other endogenous substances or drugs and their metabolites commonly found in urine. Creatinine is recognized as a cross-reacting substance. The reagent must be compatible with the optimal throughput of the instrument offered in 2.1.1.

11.2 Quality Control

The creatinine reagent must also maintain reproducibility in QC measurements. The testing reagent must identify as low (abnormal) 95% of all quality control specimens containing creatinine at 75% of the cut-off concentration of 20 mg/dL. The testing reagent must identify as normal 95% of all quality control specimens containing creatinine at 125% of the cut-off concentration.

12. Testing and Quality Control Protocol

12.1 The following testing and quality control protocol will be used for all testing. Verification of each calibration will be accomplished with a drug free control, a control at 75% of cutoff concentration, a control at 125% of cutoff concentration and a control at 200% of cutoff concentration. An acceptable verification will have analytical readings for the drug free < 75% < cutoff < 125% < 200% controls. Open and blind quality control urine will be distributed throughout a test batch and will make up approximately 10% of the number of total specimens. The reagent must meet the performance criteria using this testing protocol.

13. Immunoassays

13.1 Technical Performance: Performance of each lot of kits must be verified. The verification must establish, as minimum, the appropriate response to the target molecule and that all other parameters as specified in the contract are met.

13.2 Stability: The performance parameters involved in the testing procedures must be verified and documented to be consistent throughout the shelf life of the kit.

13.3 Manufacturer's Production Manual: Procedures and criteria required to validate all components (and materials) employed during the manufacture of the reagents in the test kits and the operation of the completed kit over the entire period of shelf life of the kit must be described in detail. All steps of each quality control procedure shall be described thoroughly.

13.4 Records: The production and quality assurance records generated by each procedure above must be maintained in a systematic fashion to permit the verification of completion of all production parameters and shall be available for inspection during the term of the contract.

13.5 Corrective Action: When a specified quality control parameter is found to be out of control limits, the action taken to ensure correction for existing kits (i.e., notification) must be documented and action taken to ensure that the deficiency does not reoccur and all records must be retained. The Contracting Officer must be notified within 2 working days of any deficiencies in existing kits and of all corrective actions. The FDA must be notified according to its regulations.

13.6 Lot Numbers: Lot numbers must be used to identify reagent and other preparations to allow tracking of all immunoassay components. The procedures used to assign unique lot numbers for each solution or reagent must be described. A single lot number for a kit will suffice if all materials used in that lot number can be tracked to identify the materials and procedures used in the preparation of that kit.

14. Definitions

Adulterant-A substance taken internally and excreted in the urine or added externally to a urine specimen that interferes with test procedures for the drug of interest.

Aliquot-Portion of specimen, calibrator, or control poured from the original container and used for initial or confirmation testing.

Automated Testing-Performance of initial test by an analyzer that performs the assay without routine intervention by technical personnel. Data reduction and quality control evaluation are performed automatically by the system, which provides bi-directional electronic interface with the Drug Testing Management System.

Calibrator-A solution that has been verified to contain the analyte being tested at the specified cutoff concentration and that is used to set the drug assay cutoff levels for each analyzer.

Consumables Supplies-Materials and supplies routinely required support the operation of the testing instrumentation. These are materials, which interact directly with the instrument, are consumed in normal operation (such as paper, tubing, lamps), or are unique to the analytical procedures of the particular instrument being provided.

Cross Reactivity-The reactivity of an assay with constituents other than the target drug molecule(s).

Drug Free-The absence of all targeted drugs by GC/MS and the absence of detectable immunoassay response.

Equivalent Concentration-The concentration of an analyte required to give a response in the offered assay which is the same as that of the cutoff concentration of the target drug molecule.

Full Time Equivalent-Personnel time equivalent to a single person working full time (40 hour) work week.

GC/MS Confirmation Test-Gas Chromatography/ mass spectrometry, at the specified cutoffs, is the analytical procedure that will serve as the final and unequivocal test to determine whether a specimen is positive or negative for a drug.

Initial Test-An immunoassay test performed on a aliquot of the specimen submitted for drug analysis to determine presumptive positive specimens. These specimens may later be analyzed by GC/MS to determine if they contain drugs at a concentration equal to or greater than the specified confirmation cutoffs.

DTMS-A central computer with a network that automates the flow of information throughout the drug testing laboratory. This will be a standard system for all laboratories and will be automated Forensic Toxicology Drug Testing Laboratory software developed by the laboratory. The data elements are standard for the laboratory.

Run-Defines the results of one or several groups of aliquots, calibrators and controls analyzed during a single continuous time of operation of the testing instrumentation. Each run may contain a variable number of aliquots.

Specimen-Urine from defendant collected for the purpose of testing for drugs of abuse and contained in a standard bottle for submission to the laboratory.

Test Results

Negative Test Result: A test result from an aliquot of a specimen or quality control sample that is less than the initial test cutoff.

True Negative (TN): A specimen or quality control material which produces negative results in the initial test and which contains less drug than the GC/MS confirmation cutoff.

False Negative (FN): A specimen or quality control material which produces negative results in the initial test, but which actually contains the drug at a concentration equal to or greater than the GC/MS confirmation cutoff.

True Positive (TP): A specimen or quality control material which produces positive results in the initial test and which contains the drug at a concentration equal to or greater than the GC/MS confirmation cutoff.

False Positive (FP): A specimen or quality control material which produces positive results in the initial test, but which contains the drug at a concentration below the GC/MS confirmation cutoff.

Sensitivity: An assay's sensitivity will be calculated by dividing the number of the true positive specimens by the number of true positive and false negative specimens and multiplying by 100.

Specificity: An assay's specificity will be calculated by dividing the number of the true negative specimens by the number of true positive and false negative specimens and multiplying by 100.

15. Packaging and Marketing

15.1 Preservation, Packaging, Marketing

15.1.1 The materials provided must be in volumes and packaging, which are convenient and applicable to the throughput of the FTDTL and should not result in the loss of unnecessary disposal of more than 3% of the working volume of reagent. Any individual bottle of reagent, which would be prepared for use at one time, may not include materials for more than 5,000 tests. The contractor shall be required to provide calibrators and control materials for the drug reagent.

15.1.2 The materials must be provided with an instruction sheet that complies with all requirements of the FDA and includes data demonstrating specific performance characteristics, such as, accuracy, precision, sensitivity,

specificity, cross-reactivity, and safety precautions. The instruction sheet (s) shall include procedures optimized for FTDTL operations as represented in these specifications and cutoffs as utilized by the FTDTL. The instruction sheet shall include operating parameters and instrumentation settings for use of the reagent on the Government equipment. The Government equipment for the contractor.

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SECTION D - PACKAGING AND MARKING

(a) Preservation, packaging, and marking 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 and delivery order number, or purchase order, as applicable, on or adjacent to the exterior shipping label. For any magnetic media provided, the contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.

(b) All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices – e.g., if magnetic media is involved, extra marking shall be considered for protection against exposure to magnetic fields or temperature.

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

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

www.arnet.gov/far

E.2 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

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

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

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

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

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make a copy of the full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>.

Federal Acquisition Regulation (48 CFR, APR 1984) Clauses

52.242-15 Stop-Work Order (AUG 1989)

52.217-8 Option to Extend Services (NOV 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 six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) days of the contract expiration.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

F.2 PERIOD OF PERFORMANCE

The base period of performance for this contract shall be a base period beginning at the date of award until September 30, 2009 with four (4) one-year option periods and one (2) seven (7) month option to be exercised at the Government's discretion in accordance with Clause 52.217-9 Option to Extend the Term of the Contract.

SECTION G – CONTRACT ADMINISTRATION DATA

FAR Clause 52.212-4 Addendum, incorporated by reference.

The full text of a solicitation provision may be accessed electronically at this address:
<http://www.arnet.gov/far/>

1. **Contracting Officer** - The Contracting Officer is Pamela Durrett.
 - a. The Contractor shall forward all correspondence addressed to the Contracting Specialist listed below:

Angela Simmons
D.C. Pretrial Services Agency
633 Indiana Avenue, NW
Suite 1153-B
Washington, DC 20004
Telephone: (202) 220-5644
Fax Number: (202) 220-5798
 - b. The Contracting Officer listed above is the only person authorized to direct the Contractor and obligate the Government. The Contractor shall notify the Contracting Officer prior to providing any services that are outside of those required by the contract.
 - c. Any actions taken by the Contractor outside the terms and conditions of this contract shall be deemed to have been at the Contractor's convenience and shall not obligate the Government to pay the Contractor for those efforts.

2. Contracting Officer's Technical Representative (COTR)

- a. The performance of work required herein shall be subject to the technical direction of the cognizant COTR or other representative of the Contracting Officer with respect to technical matters pertaining hereto. As used herein, "Technical Direction" is direction to the Contractor, which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. "Technical Direction" must be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other clause of this contract.
 - b. To be valid, technical direction:

Must be issued in writing consistent with the general scope of work set forth in the contract.
Shall not change the expressed terms, conditions, or specifications incorporated into this contract; and

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- (3) Shall not constitute a basis for extension to the contract delivery schedule or contract price.

c. The COTR(s) for this contract are listed below:

COTR shall be designated by letter to the contractor.

3. Contract Audits

- a. The Government, and its authorized representative, shall conduct quality assurance reviews and clinical audits of the work the Contractor provides under this contract. The Government may conduct on-site reviews of the Contractor's facility and programs, without prior notice to the Contractor. Such reviews may include client case files, financial records pertaining to the vendor, program reviews, certification records and any other records relating to the contract. The Contractor and employees shall provide assistance for the safety and convenience of the Government while conducting reviews.
- b. If upon review, the Government finds services not in conformance to the contract requirements, the Government may require the Contractor to perform the services again in conformity with the contract, at no additional cost to the Government. In addition, the Government may require the Contractor to take necessary actions to ensure that future services are performed in accordance with contract requirements.
- c. A Quality Assurance Plan (QAP) will be used each month in the evaluation of services. The results of these monthly evaluations will support annual performance evaluations by the Government. A copy of the QAP will be provided after award.

4. Term of Contract

The term of the basic contract performance period shall be a base year with four (4) one-year optional performance periods. The length of the contract shall not exceed 60 months. The exercise of any option period is subject to the availability of funds at the time of the exercise of the option.

5. Option to Extend Services (NOV 1999) (FAR 52.217-8)

The Government may require continued performance of any services within the limits and at the rate specified in the contract. These rates may be adjusted only as a result of any 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 six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) days of the contract expiration.

6. Option to Extend the Term of the Contract (MAR 2000) (FAR 52.217-9)

- a. The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of the contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days. 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 provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

7. Guaranteed Minimums/Maximums

- a. The Government guarantees a minimum and maximum of services over the life of the contract of : \$500,000 minimum and \$6,000,000 maximum
- b. Orders will be placed by the Contracting Officer or person delegated ordering authority. An order may be placed by mail, facsimile or electronic commerce.
- c. Payment for reagent orders will be via government purchase card. Card account information will be provided by the ordering authority at the time orders are placed. Contractor shall not charge account until shipment has been made.

8. Ordering (Oct 1995) (FAR 52.216-18)

- 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 Contract award through Sept 30th of a Fiscal Year.
- 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.

9. Order Limitations (Oct 1995) (FAR 52.216-19)

- a. **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- b. **Maximum Order.** The Contractor is not obligated to honor —
 1. Any order for a single item in excess of \$10,000;
 2. Any order for a combination of items in excess of \$25,000.
 3. A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- c. Notwithstanding paragraphs (a) and (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to provide the services.

10. Indefinite Quantity (Oct 1995) (FAR 52-216-22)

- a. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government

shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d. 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.

11. Deliverables

The contractor shall provide all report(s) identified and in accordance with the statement of work requirements. Contractors shall be provided formats for reports required by PSA other than those required as part of the treatment program.

12. Security Background Investigation for Contractor Employees

SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL: All Contractor personnel utilized under this contract shall submit to a Government background investigation prior to performing work on-site at any CSOSA facility. The intent and purpose of this investigation is to preclude the assignment of any individual who poses a threat to the Government or successful work completion due to past unlawful or inappropriate behavior. Contractor employees must be U.S. citizens, or be lawfully permitted to reside in the United States and possess a valid work permit.

BACKGROUND INVESTIGATIONS: The Contractor shall ensure that a Contractor employee does not begin work under the contract until the appropriate background checks are conducted and approved by the CSOSA Office of Security. When a preliminary background check on an individual has been determined to be favorable, the Office of Security will issue an interim employment security approval to the Office of Procurement, who in turn will notify the Contractor. Only at that time may the Contractor notify an individual to begin work at a CSOSA facility.

Derogatory information, falsification of any forms or refuses to supply information and/or forms may be considered justification to reject the individual.

When an individual is selected for contractual employment, the Contractor shall have the individual complete a background investigation package consisting of the items identified below. The individual is generally provided 10 days to complete and return the forms to the Office of Procurement. The following forms will be provided and must be completed:

- (1) CSOSA-SEC-0008, Agency Credit Release Form
- (2) FD 258, "FBI Fingerprint Card"
- (3) Standard Form 85P, Questionnaire for Public Trust Positions
- (4) Contractor's Preliminary Background Check Form

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It is the responsibility of the Contractor, in order to ensure complete coverage for the services specified herein, to maintain an adequate staff of individuals meeting all of the requirements of this contract. To that end, the Contractor should submit the names of additional individuals, so that the requisite preliminary background checks can be conducted. CSOSA has the right to request any additional information necessary in order to adjudicate the completed background investigation. If a Contractor employee fails to provide any of the above information, or to cooperate with CSOSA Office of Security, the individual will be removed immediately.

Contractor's Responsibility:

- (1) The Contractor shall ensure that no Contractor employee commences performance prior to completion of the background investigation, unless the Office of Security grants approval.
- (2) Any individual who has been temporarily removed or resigned may be required to undergo another background investigation before resuming any position. At the discretion of the COTR, the Contractor shall forward the required forms for a reinvestigation to the COTR. Prior to forwarding the forms, the Contractor is responsible for reviewing the forms for completeness. The forms should be forwarded with a cover letter indicating that the forms are for reinvestigation of a current Contractor employee.

Government's Responsibility:

- (1) The Government will conduct a background investigation on all individuals involved in the contract. Derogatory information developed from this investigation may be considered justification to reject the applicant. The Government also reserves the right to reinvestigate all Contractor personnel working on this contract for any reason.
- (2) Upon completion of the background investigation, the Office of Security will review the results to determine suitability for the individual. Primary concern in the review process is to decide if the individual's presence in Agency facilities poses a potential risk to CSOSA, the Government, or the general public.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 **Type of Contract**

Indefinite Delivery Indefinite Quantity

H.2 **Term of Contract**

The term of the base contract performance period shall begin from the date of the award through September 30, 2009 with four (4) one-year optional performance periods. The length of the contract shall not exceed 60 months. The exercise of any option period is subject to the availability of funds at the time of the exercise of the option.

H.3 **Quality Assurance Surveillance Plan (QASP)**

A formal QASP shall be in place to provide quality assurance measurements for the services provided to the Government.

H.4 **SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL:**

All Contractor personnel utilized under this contract shall submit to a Government background investigation prior to performing work on-site at any CSOSA/PSA facility. The intent and purpose of this investigation is to preclude the assignment of any individual who poses a threat to the Government or successful work completion due to past unlawful or inappropriate behavior. Contractor employees must be U.S. citizens, or be lawfully permitted to reside in the United States and possess a valid work permit.

BACKGROUND INVESTIGATIONS: The Contractor shall ensure that a Contractor employee does not begin work under the contract until the appropriate background checks are conducted and approved by the CSOSA/PSA Office of Security. When a preliminary background check on an individual has been determined to be favorable, the Office of Security will issue an interim employment security approval to the Office of Procurement, who in turn will notify the Contractor. Only at that time may the Contractor notify an individual to begin work at a CSOSA/PSA facility.

Derogatory information, falsification of any forms or refuses to supply information and/or forms may be considered justification to reject the individual.

When an individual is selected for contractual employment, the Contractor shall have the individual complete a background investigation package consisting of the items identified below. The individual is generally provided 10 days to complete and return the forms to the Office of Procurement. The following forms will be provided and must be completed:

- (1) CSOSA-SEC-0008, Agency Credit Release Form
- (2) FD 258, "FBI Fingerprint Card"
- (3) Standard Form 85P, Questionnaire for Public Trust Positions

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(4) Contractor's Preliminary Background Check Form

It is the responsibility of the Contractor, in order to ensure complete coverage for the services specified herein, to maintain an adequate staff of individuals meeting all of the requirements of this contract. To that end, the Contractor should submit the names of additional individuals, so that the requisite preliminary background checks can be conducted. CSOSA/PSA has the right to request any additional information necessary in order to adjudicate the completed background investigation. If a Contractor employee fails to provide any of the above information, or to cooperate with CSOSA/PSA Office of Security, the individual will be removed immediately.

Contractor's Responsibility:

(1) The Contractor shall ensure that no Contractor employee commences performance prior to completion of the background investigation, unless the Office of Security grants approval.

(2) Any individual who has been temporarily removed or resigned may be required to undergo another background investigation before resuming any position. At the discretion of the COTR, the Contractor shall forward the required forms for a reinvestigation to the COTR. Prior to forwarding the forms, the Contractor is responsible for reviewing the forms for completeness. The forms should be forwarded with a cover letter indicating that the forms are for reinvestigation of a current Contractor employee.

Government's Responsibility:

(1) The Government will conduct a background investigation on all individuals involved in the contract. Derogatory information developed from this investigation may be considered justification to reject the applicant.* The Government also reserves the right to reinvestigate all Contractor personnel working on this contract for any reason.

(2) Upon completion of the background investigation, the Office of Security will review the results to determine suitability for the individual. Primary concern in the review process is to decide if the individual's presence in Agency facilities poses a potential risk to CSOSA, the Government, or the general public.

* PSA reserves the right to make a suitability determination of all contract employees prior to granting access to PSA facilities or resources.

H.5 Observance of Legal Holidays and Excused Absence

a. The government hereby provides notice that the Government personnel observe the listed days as holidays:

New Year's Day
Martin Luther King's Birthday

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President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas

SECTION I – CONTRACT CLAUSES

I.1 52.212-4 Contract Terms and Conditions—Commercial Items (Oct 2008).

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2008)

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

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

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

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the 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.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

1.2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Oct 2008)

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

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

- ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer check as appropriate.]

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

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

___ (4) 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).

___ (5) [Reserved]

___ (6)(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.

___ (7)(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.

___ (8) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (9)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (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.

___ (10) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (11) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (12)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (13) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (16) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

X (17) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- _X_ (18) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- _X_ (19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (20) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- _X_ (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- _X_ (22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- _X_ (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- _X_ (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- _ (25) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- _ (26)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _X_ (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- _ (28)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- _ (ii) Alternate I (DEC 2007) of 52.223-16.
- _ (29) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- _ (30)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Feb 2009) (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, 109-53 and 109-169).
- _ (ii) Alternate I (Jan 2004) of 52.225-3.
- _ (iii) Alternate II (Jan 2004) of 52.225-3.
- _ (31) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- _X_ (32) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _ (33) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- _ (34) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- _ (35) 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)).
- _ (36) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _ (37) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (38) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

X (39) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

X (40) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (41)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (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) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

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

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

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

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

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

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

(xi) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xii) 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)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

1.3 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(iii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor. (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) 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 (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), 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.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice. (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more; (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate 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.

(End of clause)

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SECTION K – REPRESENTATION AND CERTIFICATIONS

K.1 FAR 52.212-3 Offeror Representations and Certifications—Commercial Items.

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;

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- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business*

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Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it is, or is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

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(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

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Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification*. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

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[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

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[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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SECTION L – INSTRUCCIONS TO OFFERORS

L.1 52.212-1, Instructions to Offerors—Commercial Items (Jan 2006)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

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(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any

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or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix

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that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors 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.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.2 FAR 52.212-1 Instructions to Offerors – Commercial Items (Jan 2005)

Addendum

- | | | | |
|----|----------|---|----------|
| 1. | 52.252-1 | SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE
(IAW FAR 52.107(A)) | FEB 1998 |
|----|----------|---|----------|

THIS SOLICITATION INCORPORATES ONE OR MORE SOLICITATION PROVISIONS BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. THE OFFEROR IS CAUTIONED THAT THE LISTED PROVISIONS MAY INCLUDE BLOCKS THAT MUST BE COMPLETED BY THE OFFEROR AND SUBMITTED WITH ITS QUOTATION OR OFFER. IN LIEU OF SUBMITTING THE FULL TEXT OF THOSE PROVISIONS, THE OFFEROR MAY IDENTIFY THE PROVISION BY PARAGRAPH IDENTIFIER AND PROVIDE THE APPROPRIATE INFORMATION WITH ITS QUOTATION OR OFFER.

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2. **52.216-1 TYPE OF CONTRACT** **APR 1984**
(IAW FAR 16.105)

The Government contemplates a single award of a **INDIFINITE DELIVERY INDIFINITE QUANTITY** resulting from this solicitation.

3. **52.233-2 SERVICE OF PROTEST** **AUG 1996**
(IAW FAR 33.106(A))

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at:

633 INDIANA AVENUE, NW
SUITE 1120
WASHINGTON, DC 20004

(B) THE COPY OF ANY PROTEST SHALL BE RECEIVED IN THE OFFICE DESIGNATED ABOVE WITHIN ONE DAY OF FILING A PROTEST WITH THE GAO.

4. **52.237-1 SITE VISIT** **APR 1984**
(IAW FAR 37.110(A))

OFFERORS ARE URGED AND EXPECTED TO INSPECT THE SITE WHERE SERVICES ARE TO BE PERFORMED AND TO SATISFY THEMSELVES REGARDING ALL GENERAL AND LOCAL CONDITIONS THAT MAY AFFECT THE COST OF CONTRACT PERFORMANCE, TO THE EXTENT THAT THE INFORMATION IS REASONABLY OBTAINABLE. IN NO EVENT SHALL FAILURE TO INSPECT THE SITE CONSTITUTE GROUNDS FOR A CLAIM AFTER CONTRACT AWARD.

L.3 PRE-PROPOSAL CONFERENCE/SITE VISIT

A PRE-PROPOSAL CONFERENCE AND SITE VISIT WILL BE CONDUCTED APRIL 16, 2009 FOR THE PURPOSE OF PROVIDING OFFERORS AN OPPORTUNITY TO ASCERTAIN THE NATURE AND LOCATION OF THE WORK, AND TO BECOME ACQUAINTED WITH THE SOLICITATION REQUIREMENTS. THE ITINERARY AND LOCATIONS FOR THE CONFERENCE/SITE VISIT IS AS FOLLOWS:

YOUR ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE AND SITE VISIT IS HIGHLY ENCOURAGED. OFFERORS WHO WISH TO ATTEND THE CONFERENCE/SITE VISIT SHALL COMPLETE THE PRE-PROPOSAL CONFERENCE/SITE VISIT RESERVATION FORM (ATTACHMENT) AND SHALL SUBMIT NO LATER THAN 4:00 P.M. EST, APRIL 13, 2009

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REMARKS AND EXPLANATIONS OR ANSWERS TO QUESTIONS PROVIDED AT THE SITE VISIT SHALL NOT QUALIFY THE TERMS OF THE SOLICITATION AND SPECIFICATIONS. UNLESS THE SOLICITATION IS AMENDED IN WRITING, IT SHALL REMAIN UNCHANGED.

EACH OFFEROR SHOULD THOROUGHLY REVIEW A COPY OF THE SOLICITATION PRIOR TO ATTENDING THE PRE-PROPOSAL CONFERENCE.

L.4 Additional Instructions to Offerors

(A) THIS SECTION OF THE INSTRUCTIONS TO OFFERORS (ITO) PROVIDES GENERAL GUIDANCE FOR PREPARING PROPOSALS AS WELL AS SPECIFIC INSTRUCTIONS ON THE FORMAT AND CONTENT OF THE PROPOSAL. THE OFFEROR'S PROPOSAL MUST INCLUDE ALL DATA AND INFORMATION REQUESTED AND MUST BE SUBMITTED IN ACCORDANCE WITH THESE INSTRUCTIONS. THE PROPOSAL MUST BE COMPLIANT WITH THE REQUIREMENTS AS STATED IN THE STATEMENT OF WORK (SOW). NON-CONFORMANCE WITH THE INFORMATION TO OFFERORS MAY RESULT IN AN UNFAVORABLE PROPOSAL EVALUATION. THE PROPOSAL MUST BE CLEAR, CONCISE, AND MUST INCLUDE SUFFICIENT DETAIL FOR EFFECTIVE EVALUATION. THE ORAL PROPOSAL SHOULD NOT SIMPLY REPHRASE OR RESTATE THE GOVERNMENT'S REQUIREMENTS, BUT RATHER PROVIDE CONVINCING RATIONALE TO ADDRESS HOW THE OFFEROR INTENDS TO MEET THESE REQUIREMENTS. OFFERORS SHALL ASSUME THAT THE GOVERNMENT HAS NO PRIOR KNOWLEDGE OF THEIR FACILITIES AND EXPERIENCE, AND WILL BASE ITS EVALUATION ON THE INFORMATION PRESENTED IN THE OFFEROR'S ORAL PROPOSAL. ALL COMMITMENTS MADE IN THE ORAL PROPOSAL WILL BE INCORPORATED AND MADE A PART OF THE CONTRACT.

(B) THE GOVERNMENT RESERVES THE RIGHT TO REVISE OR AMEND THE SPECIFICATIONS OR THE SOLICITATION PRIOR TO THE PROPOSAL CLOSING TIME. SUCH REVISIONS OR AMENDMENTS WILL BE COMMUNICATED BY FORMAL AMENDMENT (STANDARD FORM 30) TO THIS REQUEST FOR PROPOSAL. IF SUCH AMENDMENTS REQUIRE MATERIAL CHANGES IN QUANTITIES OR PRICES, THE PROPOSAL CLOSING DATE MAY BE POSTPONED BY ENOUGH DAYS TO ENABLE OFFERORS TO REVISE THEIR PROPOSALS. IN SUCH CASES, THE AMENDMENT WILL INCLUDE AN ANNOUNCEMENT OF THE NEW PROPOSAL CLOSING DATE AND TIME.

(C) THE PROPOSAL MUST FURNISH SUFFICIENT INFORMATION AND RATIONALE ALLOWING THE GOVERNMENT TO EVALUATE CAPABILITIES OF THE OFFERORS TO PERFORM THE REQUIREMENTS OUTLINED IN THE SOW. IT MUST ALSO EXPLAIN HOW PERFORMANCE, PROCESSES, APPROACHES AND ASSUMPTIONS OF SUPPORT WILL BE ACCOMPLISHED.

(D) THE OFFER MUST BE SUCCESSFULLY REGISTERED WITH THE CENTRAL CONTRACTING REGISTRATION (CCR) AT THE TIME PROPOSALS ARE SUBMITTED. FAILURE TO REGISTER BY THAT TIME MAY RESULT IN THE REJECTION OF THE PROPOSAL.

L.5 PROPOSAL FORMAT

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(A) THE OFFEROR'S PROPOSAL SHALL BE SUBMITTED IN FOUR (4) SEPARATE VOLUMES BOTH WRITTEN AND ORAL AS DESCRIBED BELOW. VOLUME I CONTRACT AND ASSOCIATED INFORMATION, VOLUME II PAST PERFORMANCE; AND VOLUME III PRICE/SUPPORTING COST, AND VOLUME IV TECHNICAL. VOLUME IV TECHNICAL SHALL BE SUBMITTED IN WRITING AND AS AN ORAL PRESENTATION. TO SUMMARIZE PROPOSAL SUBMISSION:

VOLUME	TITLE	COPIES	PAGE LIMIT
I	CONTRACT AND ASSOCIATED INFORMATION	ORIGINAL AND ONE (1)	NO LIMIT TWO-SIDED
II	PAST PERFORMANCE	ORIGINAL AND ONE (1)	NO LIMIT TWO-SIDED
III	TECHNICAL	ORIGINAL AND FOUR (4) HARD COPIES OF TECHNICAL.	50 PAGES
IV	PRICE/SUPPORTING DATA	ORIGINAL AND ONE (1)	NO LIMIT TWO-SIDED

(B) EACH WRITTEN VOLUME OF THE PROPOSAL SHOULD CONTAIN A COVER SHEET, AND BE CLEARLY MARKED WITH VOLUME NUMBER, TITLE, RFP IDENTIFICATION AND THE OFFEROR'S NAME. THE SAME IDENTIFYING DATA SHOULD BE PLACED ON THE SPINE OF EACH BINDER.

(C) PAGE SIZE WILL BE 8.5 x 11 INCHES, NOT INCLUDING FOLDOUTS. PAGES WILL BE SINGLE-SPACED AND PRINTED HEAD-TO-FOOT. THE FONT SIZE WILL BE NO LESS THAN TIMES NEW ROMAN 12 POINT. USE AT LEAST 1-INCH MARGINS ON THE TOP, BOTTOM, LEFT, AND RIGHT. PAGES SHALL BE NUMBERED SEQUENTIALLY BY VOLUME.

(D) LEGIBLE TABLES, CHARTS, GRAPHS AND FIGURES MAY BE USED WHEREVER PRACTICAL TO DEPICT ORGANIZATIONS, SYSTEMS AND LAYOUT, IMPLEMENTATION SCHEDULES, PLANS, ETC. FOLDOUT PAGES SHALL FOLD ENTIRELY WITHIN THE VOLUME. EACH 8.5 x 11 INCH SECTION OF A FOLDOUT OR PART THEREOF, WILL BE COUNTED AS ONE PAGE. FOR TABLES, CHARTS, GRAPHS AND FIGURES, THE FONT MUST BE NO SMALLER THAN TIMES NEW ROMAN 8 POINT.

(E) PROPOSAL SUBMISSIONS ARE LIMITED TO A TOTAL OF FIFTY (50) PAGES, EXCLUSIVE OF PRODUCT DATA OR LITERATURE.

(1) THE PROPOSAL MUST BE CONSTRUCTED SO THAT IT PARALLELS THE INDIVIDUAL FUNCTIONAL AREAS WITHIN EACH VOLUME LISTED BELOW.

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(2) EACH FUNCTIONAL AREA WILL BE SEPARATED BY TABS TO MAKE THE PROPOSAL EASILY SEPARABLE FOR REVIEW PURPOSES.

PROPOSALS SHALL BE SUBMITTED IN FOUR (4) SEPARATE VOLUMES:

(1) Volume I – Contract and Associated Information (Original plus 1 copy).
Volume I shall contain the following solicitation documents prepared in accordance with the solicitation requirements.

(1) SOLICITATION/CONTRACT (STANDARD FORM 1449)

(2) LETTER OF FINANCIAL REFERENCE FROM BANKING INSTITUTION - EACH OFFEROR IS REQUIRED TO SUBMIT WITH THEIR PRICE/SUPPORTING DATA, A LETTER OF REFERENCE FROM THEIR BANKING INSTITUTION ATTESTING TO A SATISFACTORY CREDIT RATING. THE LETTER OF REFERENCE MUST BE ON THE BANK'S STATIONARY, MUST BE DATED AND CONTAIN A SIGNATURE OF THE BANKING OFFICER RESPONSIBLE FOR PROVIDING CREDIT RATINGS.

(3) PROOF OF CURRENT CCR REGISTRATION

(4) REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS – OR EVIDENCE OF ON-LINE SUBMISSION THROUGH CCR.

(5) SUBCONTRACTING PLAN – IF REQUIRED

1. THE OFFEROR IS REQUIRED TO SUBMIT A SUBCONTRACTING PLAN IN ACCORDANCE WITH FAR 19.704, SUBCONTRACTING PLAN REQUIREMENTS.

NOTE: SMALL BUSINESS OFFERORS ARE NOT REQUIRED TO SUBMIT A SUBCONTRACTING PLAN AND WILL NOT RECEIVE A RATING IN THIS AREA.

2. FAILURE TO SUBMIT A SUBCONTRACTING PLAN IF REQUIRED, SHALL RENDER AN OFFER NONRESPONSIVE.

3. THE FOLLOWING RATINGS AND DEFINITIONS/STANDARDS WILL BE USED WHEN ASSESSING THE OFFEROR'S SUBCONTRACTING PLAN:

<u>RATING</u>	<u>DEFINITION/STANDARD</u>
PASS	MEETS THE SUBCONTRACTING PLAN CRITERIA.
FAIL	DOES NOT MEET THE SUBCONTRACTING CRITERIA.

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(2) VOLUME II - PAST PERFORMANCE (ORIGINAL AND FOUR COPIES). VOLUME II SHALL CONTAIN THE FOLLOWING DOCUMENTS PREPARED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS.

FACTOR 1 - PAST PERFORMANCE.

THE OFFEROR SHALL PROVIDE ITS EXPERIENCE IN PERFORMING AS A PRIME ON SIMILAR GOVERNMENT CONTRACTS. OFFERORS SHALL LIST CONTRACTS THAT HAVE BEEN WORKED SINCE 2006 (CONTRACT WORK NEED NOT BE COMPLETED). THE INFORMATION SHALL INCLUDE:

(A) CONTRACT NUMBER, CONTRACT PERIOD/DATE OF PERFORMANCE, CURRENT OR ACTUAL DOLLAR AMOUNT (PER BASE AND EACH OPTION YEAR).

(B) CONTRACTING AGENCY, INCLUDING THE NAME, ADDRESS, TELEPHONE NUMBER, FAX NUMBER AND E-MAIL ADDRESS OF THE CURRENT CONTRACTING OFFICER AND CONTRACT ADMINISTRATOR.

(C) THE OFFEROR SHALL RANK CONTRACTS IN ORDER OF RELEVANCE TO THIS SOLICITATION'S STATEMENT OF WORK. THE DESCRIPTION OF THE SERVICES PERFORMED SHALL IDENTIFY IN SPECIFIC DETAIL FOR EACH CONTRACT CITED, WHY OR HOW THAT EFFORT IS RELEVANT AND SIMILAR IN SCOPE AND MAGNITUDE TO THE EFFORT REQUIRED BY THIS SOLICITATION. INFORMATION ON PROBLEMS ENCOUNTERED ON THE IDENTIFIED CONTRACTS AND THE OFFEROR'S CORRECTIVE ACTION(S) SHALL ALSO BE PROVIDED.

IF AN OFFEROR HAS NO RELEVANT PAST PERFORMANCE HISTORY, THEN THE OFFEROR MUST AFFIRMATIVELY STATE IT POSSESSES NO RELEVANT, DIRECTLY RELATED, OR SIMILAR PAST PERFORMANCE. IF AN OFFEROR DOES NOT INDICATE WHETHER PAST PERFORMANCE EXISTS, THE OFFEROR'S PROPOSAL MAY BE INELIGIBLE FOR AWARD.

**(4) VOLUME III - TECHNICAL (ORIGINAL AND 4 COPIES)
SEE INSTRUCTIONS IN THIS SECTION.**

FACTOR 2 – TECHNICAL

SUB-FACTOR 1 – ORGANIZATIONAL STRUCTURE. THE OFFEROR SHALL DETAIL THE PROPOSED ORGANIZATIONAL STRUCTURE THAT WILL BE ESTABLISHED TO ACCOMPLISH THE STANDARDS AND REQUIREMENTS OF THE SOW. THIS SHOULD INCLUDE AS A MINIMUM:

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(A) MANPOWER UTILIZATION. THE OFFEROR WILL DESCRIBE ALL DIRECT AND INDIRECT PERSONNEL AND LINES OF AUTHORITY AND RESPONSIBILITIES BETWEEN WITH VARIOUS FUNCTIONAL AREAS.

(B) COMPLETE MANPOWER MATRIX. THE OFFEROR WILL PRESENT A NARRATIVE THAT ADDRESSES, AS A MINIMUM, THE SKILL LEVEL MIX, APPROPRIATE NUMBER OF PERSONNEL AND MAN-HOURS, PLANS, POLICIES AND PROCEDURES FOR PERSONNEL UTILIZATION (FULL-TIME, PART-TIME, OVERTIME, TEMPORARIES, ON-CALL, ETC).

(C) METHODOLOGY AND RATIONALE. THE OFFEROR WILL DESCRIBE THE METHODOLOGY AND RATIONALE USED TO DETERMINE THE PROPOSED ORGANIZATIONAL STRUCTURE.

(D) RESUMES OF KEY MANAGEMENT PERSONNEL. THE OFFEROR WILL PRESENT THE RESUMES OF KEY MANAGEMENT PERSONNEL WHO WILL BE DIRECTLY OR INDIRECTLY INVOLVED IN THE MANAGEMENT OF THE CONTRACT WHICH WILL INCLUDE APPLICABLE EDUCATION AND TRAINING, AND REFLECT SUCCESSFUL MANAGEMENT AND TECHNICAL EXPERIENCE SIMILAR TO THE WORK REQUIRED.

(E) RECRUITING PROCEDURES. THE OFFEROR WILL PRESENT THE METHOD AND CRITERIA THAT WILL BE USED FOR RECRUITING NEW EMPLOYEES. THIS SHOULD INCLUDE THE MINIMUM KNOWLEDGE, EXPERIENCE, TRAINING, CERTIFICATION/LICENSING AND TECHNICAL EXPERTISE EMPLOYEES WILL BE REQUIRED TO HAVE IN ORDER TO WORK ON THIS CONTRACT.

(F) PROGRAMS AND PROCEDURES. THE OFFEROR WILL DESCRIBE THE PROCEDURES AND PROGRAMS THAT WILL BE IMPLEMENTED TO ACCOMPLISH THE STANDARDS AND REQUIREMENTS OF THE SOW.

SUB-FACTOR 2. EFFICIENCY OF OPERATIONS MANAGEMENT. THE OFFEROR WILL PRESENT THE EFFICIENCY OF THE PROPOSED ORGANIZATIONAL STRUCTURE TO MEET THE REQUIREMENTS OF THE SOW. THIS SHOULD ADDRESSED THE FOLLOWING:

(A) MANPOWER AND PLANNING. THE OFFEROR WILL PRESENT A PLAN DESCRIBING HOW QUALIFIED PERSONNEL WILL BE OBTAINED THROUGHOUT THE LIFE OF THE CONTRACT. THE RECRUITING APPROACH THAT WILL TARGET PERSONNEL WHO POSSESS THE KNOWLEDGE, EXPERIENCE, TRAINING, CERTIFICATION/LICENSING AND TECHNICAL EXPERTISE COMMENSURATE WITH THE QUALIFICATIONS NEEDED TO PERFORM AND MEET THE CONTRACT STANDARDS. THE POLICIES AND PROCEDURES TO COVER ABSENCES OF EMPLOYEES ASSIGNED TO "ONE-DEEP" POSITIONS. A PLAN TO KEEP THE PERSONNEL TURNOVER RATE TO A MINIMUM; TRAINING AND CERTIFICATION/LICENSING PROGRAM AND POLICIES WHICH IDENTIFIES THE TYPES, SCHEDULE AND SOURCE OF TRAINING AND CERTIFICATION/LICENSING, AND THE MAINTENANCE/UPDATE OF TRAINING AND CERTIFICATION/LICENSING RECORDS; A CONTINGENCY PLAN FOR RAPID CHANGE OF REPLACEMENT/ADDITIONAL PERSONNEL. PHASE AND SOLUTIONS TO ANTICIPATED PROBLEMS.

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ADDITIONAL CONSIDERATIONS WILL BE GIVEN WHEN THE OFFEROR INCLUDES VALUE-ADDED ENHANCEMENTS TO THE GOVERNMENT'S REQUIREMENTS AND PROPOSES INNOVATION APPROACHES THAT INCREASE EFFICIENCIES AND SAVINGS TO THE GOVERNMENT.

(B) GENERAL REQUIREMENTS. THE OFFEROR WILL ADDRESS THE FOLLOWING: A PLAN DESCRIBING HOW THE OFFEROR WILL RESPOND AND PARTICIPATE AS A MEMBER OF THE GOVERNMENT'S TEAM IN THE DEVELOPMENT AND EXECUTION OF PERFORMANCE GOALS, VISIONS, AND OVERALL STRATEGIES.

ADDITIONAL CONSIDERATIONS WILL BE GIVEN WHEN THE OFFEROR INCLUDES VALUE-ADDED ENHANCEMENTS TO THE GOVERNMENT'S REQUIREMENTS AND PROPOSES INNOVATION APPROACHES THAT INCREASE EFFICIENCIES AND SAVINGS TO THE GOVERNMENT.

(C) QUALITY CONTROL. THE OFFEROR WILL PRESENT AND DESCRIBE THE EFFICIENCY OF THE PROPOSED QUALITY CONTROL PLAN AND THE METRICS USED TO ENSURE COMPLIANCE WITH THE CONTRACT STANDARDS. THE QUALITY CONTROL PLAN SHOULD DESCRIBE THE FOLLOWING: THE APPROPRIATE NUMBER, MAN-HOURS AND SKILL LEVEL OF PERSONNEL PROPOSED TO PROVIDE AN EFFECTIVE QUALITY CONTROL PLAN, AND WHO THEY WILL REPORT TO/BE MANAGED BY TO MAINTAIN THE INTEGRITY OF THE QUALITY CONTROL. THE OFFEROR SHALL ALSO DESCRIBE THE METHODS USED FOR IDENTIFYING, CORRECTING AND PREVENTING DEFECTS IN THE QUALITY OF SERVICE PERFORMED AND ACTIONS TAKEN IF STANDARDS ARE NOT MET.

ADDITIONAL CONSIDERATIONS WILL BE GIVEN WHEN THE OFFEROR INCLUDES VALUE-ADDED ENHANCEMENTS TO THE GOVERNMENT'S REQUIREMENTS AND PROPOSES INNOVATION APPROACHES THAT INCREASE EFFICIENCIES AND SAVINGS TO THE GOVERNMENT.

(D) SPECIAL REQUIREMENTS. THE OFFEROR SHALL PRESENT THEIR UNDERSTANDING OF THE SOW REQUIREMENTS BY DESCRIBING THE LISTINGS AND REPORTS THAT WILL BE PROCESSED AND DISTRIBUTED, INCLUDING THE FREQUENCY. THE OFFEROR SHALL DEMONSTRATE KNOWLEDGE AND IMPLEMENTATION OF AN EFFECTIVE MEASUREMENT SYSTEM TO MEET THE STANDARDS OF THE SOW; DESCRIBE A CUSTOMER SERVICE/CONCERNS SYSTEM, WITH AN EMPHASIS ON CUSTOMER SATISFACTION AND QUALITY SERVICE, THAT WILL EFFECTIVELY RECEIVE, RECORD, ADDRESS, AND ASSIST CUSTOMERS WITH CONCERNS WITHIN A REASONABLE TIME FRAME, MAINTAIN POSITIVE CUSTOMER RELATIONS AND SATISFACTION, ELEVATION PROCESS FOR MATTERS BEYOND THE SCOPE OF THE CONTRACT, ANALYZE THE CONCERNS/COMPLAINTS TO IDENTIFY TRENDS AND DEVELOP PROCESS IMPROVEMENT, AND DESCRIBE HOW PREVENTIVE MEASURES WILL BE IMPLEMENTED. THE OFFEROR WILL ALSO ADDRESS HOW CUSTOMER EDUCATION AND TRAINING WILL BE IMPLEMENTED, DESCRIBE POLICIES AND PROCEDURES TO MINIMIZE THE RISK OF ENVIRONMENTAL POLLUTION, AND PROVE A PLAN TO ASSURE COMPLIANCE WITH ALL ENVIRONMENTAL STATUTES

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AND REGULATIONS. THE OFFEROR WILL ALSO DESCRIBE POLICIES AND PROCEDURES TO INCREASE RECYCLING EFFORTS.

ADDITIONAL CONSIDERATIONS WILL BE GIVEN WHEN THE OFFEROR INCLUDES VALUE-ADDED ENHANCEMENTS TO THE GOVERNMENT'S REQUIREMENTS AND PROPOSES INNOVATION APPROACHES THAT INCREASE EFFICIENCIES AND SAVINGS TO THE GOVERNMENT.

RATING CRITERIA

IN PERFORMING AN EVALUATION OF TECHNICAL PROPOSALS, EACH OFFEROR SHALL BE ASSIGNED ONE OF THE FOLLOWING RATINGS: (NOTE: A SEPARATE RATING WILL NOT BE GIVEN FOR THE ORAL PRESENTATION).

<u>COLOR</u>	<u>RATING</u>	<u>DEFINITION</u>
BLUE	OUTSTANDING	EXCEEDS SPECIFIED MINIMUM PERFORMANCE OR CAPABILITY REQUIREMENTS IN A WAY BENEFICIAL TO THE AGENCY. CONTAINS AT LEAST TWO OR MORE ENHANCEMENTS THAT HAVE BEEN DETERMINED BY THE GOVERNMENT TO BE VALUE ADDED.
YELLOW	VERY GOOD	EXCEEDS MINIMUM PERFORMANCE OR CAPABILITY REQUIREMENTS NECESSARY FOR ACCEPTABLE CONTRACT PERFORMANCE AND CONTAINS AT LEAST ONE ENHANCEMENT DETERMINED BY THE GOVERNMENT TO BE VALUE-ADDED.
GREEN	ACCEPTABLE	MEETS MINIMUM PERFORMANCE OR CAPABILITY REQUIREMENTS NECESSARY FOR ACCEPTABLE CONTRACT PERFORMANCE. DOES NOT CONTAIN HANCEMENTS DETERMINED BY THE GOVERNMENT TO BE VALUE ADDED.
RED	UNACCEPTABLE	FAILS TO MEET SPECIFIED MINIMUM PERFORMANCE OR CAPABILITY REQUIREMENTS. PROPOSALS WITH AN UNACCEPTABLE RATING ARE NOT AWARDBLE.

(3) Volume IV – Price/Supporting Data (Original and 1 copy).

FACTOR 3 – COST/PRICE

COST/PRICE PROPOSALS WILL BE EVALUATED TO DETERMINE IF THE PRICE IS REALISTIC, REASONABLE, AND TO ASSESS THE OFFEROR'S UNDERSTANDING OF THE SOLICITATION. ALL INFORMATION RELATING TO COST OR PRICE INFORMATION MUST BE INCLUDED IN VOLUME IV UNDER NO CIRCUMSTANCES SHALL COST OR PRICE

FORENSIC DRUG TESTING LABORATORY REAGENTS

INFORMATION BE INCLUDED ELSEWHERE IN THE PROPOSAL. VOLUME IV SHALL CONTAIN SECTION B (SUPPLIES OR SERVICES AND PRICES). COMPLETE PRICING INFORMATION FOR EACH CONTRACT LINE ITEM AND SUB-CONTRACT LINE ITEM IDENTIFIED.

L.7 CONTRACTOR INQUIRIES

(A) WHEN ADDRESSING QUESTIONS CONCERNING ANY ASPECT OF THE SOLICITATION, STATE THE PAGE NUMBER, SECTION, AND PARAGRAPH NUMBER NEEDING CLARIFICATION.

OFFERORS MAY SUBMIT QUESTIONS TO THE FOLLOWING ADDRESS OR FAX NUMBER:

ADDRESS: D.C. PRETRIAL SERVICES AGENCY
ATTN: ANGELA SIMMONS
633 INDIANA AVENUE, NW
SUITE 1153A
WASHINGTON, DC 20004
E-MAIL: angela.simmons@PSA.GOV
FAX No.: (202) 220-5798

NO INFORMATION CONCERNING THIS SOLICITATION OR REQUEST FOR CLARIFICATION WILL BE PROVIDED IN RESPONSE TO TELEPHONE CALLS FROM THE OFFERORS.
WRITTEN INQUIRIES WILL BE ANSWERED IN WRITING AND PROVIDED TO ALL OFFERORS.

NOTE: LATE INQUIRIES/QUESTIONS WILL NOT BE ENTERTAINED. ADDITIONALLY, SINCE OFFERORS ARE REQUIRED TO PERFORM SOME SERVICES IN ACCORDANCE WITH COMMERCIAL AND INDUSTRY STANDARDS, INFORMATION THAT IS STANDARD WITHIN THE COMMERCIAL INDUSTRY WILL NOT BE PROVIDED.

**52.212-2 Evaluation — Commercial Items (Jan 1999)
Addendum**

1 CONTRACT AWARD

a. The award will be made to the responsive, responsible offeror(s) whose proposal contains the combination of those criteria offering the best overall value to the government. The best value will be determined by comparing differences in the value of past performance and technical capability with differences in price to the government. In making this comparison, the government is just as concerned with obtaining superior past performance and technical expertise as it is with selecting an offer at the lowest overall price to the government. Since past performance and technical is ranked higher than price, the government may award at other than the lowest price when the perceived benefits of the higher priced proposal merit the additional cost. Subjective judgment on the part of the government is implicit in the evaluation procedures. Compliance with evaluation criteria is determined solely by the government.

b. The best value will be determined by evaluating the offeror's Past Performance and Technical proposals. Evaluation areas are listed in descending order of importance as follows:

- (1) Technical
- (2) Past Performance when combined, is more important than
- (3) Price/Supporting Data

c. Subjective judgment on the part of the government is implicit in the evaluation process. Compliance with evaluation criteria is determined solely by the government.

d. Proposals that are unrealistic in terms of technical approach, program knowledge, price, or reflect an inherent lack of comprehension of the requirements and risks involved, may be rejected.

e. Offerors are specifically advised that under this evaluation method, the lowest priced proposal may not necessarily receive the award. Likewise, the proposal receiving the highest technical evaluation rating may not necessarily be awarded the contract.

f. The Government intends to evaluate proposals and award a contract without discussions. However, it reserves the right to conduct written or oral discussions with all responsible offerors whose proposals have been determined to be within the competitive range, in which case proposal revisions (PRs) may be required. In the event PRs are required, offerors are advised that unsupported proposal changes or proposal conditions/assumptions may jeopardize an otherwise acceptable proposal.

g. The following conditions must be met in order to be eligible for selection:

- (1) The proposal must comply in all material respects with the requirement of law, regulation and conditions set forth in this solicitation.

- (2) The proposal must meet all solicitation requirements.
- (3) The offeror must be determined to be responsible according to FAR, Part 9, paragraph 9.104.

2. ASSESSMENT CRITERIA

The criteria below will be used to evaluate the offeror's responses under each area, factor and sub-factor. The criteria are of equal importance.

- (a) Soundness of approach: The offeror must 1) Exhibit a clear understanding of the processes required to satisfy the Statement of Work (SOW) requirements, 2) Display knowledge of technological development including limitations, applicability, and availability to support the proposed effort, and 3) Present a clear, concise, logical approach for achieving program objectives.
- (b) Compliance with requirements: Complete compliance with technical actions required by the SOW to assure that all required, planning, reporting, and technical/performance responsibilities are understood.
- (c) Understanding the requirements: The offeror must demonstrate a clear understanding of the difficulties inherent in fulfilling the requirements of this SOW. The proposal must reflect the management, planning and technical expertise required to successfully complete this SOW.

3. EVALUATION CRITERIA

a. Evaluation Criteria. The criteria indicates the minimum performance or compliance acceptable to enable an offeror to meet the requirements of the solicitation. Failure to meet the subcontracting plan criteria may result in the rejection of an offeror's proposal. The subcontracting plan criteria apply to large businesses only.

The following factors and criteria shall be utilized in evaluating offerors' proposals:

Factor 3 – TECHNICAL

Volume III - Technical

NOTE: Technical Proposal includes a written volume and an oral presentation to include slides and words that accompany slides. Please refer to applicable solicitation sections in order to obtain the required format specifications for the submission and/or presentation of all items related to the Technical Proposal.

1. All offerors shall be required to provide to the Government Evaluation Team an oral presentation in addition to the technical portion of their proposal in accordance with the Instructions to Offerors. The offeror shall demonstrate how it plans to meet the stated requirements of the SOW and that it possesses the necessary understanding, expertise, facilities, personnel and experience to successfully accomplish the proposed work. Offerors shall provide characteristics of their proposed equipment, reagents, controls, and calibrators. Additionally, Offerors may provide any other information, specifications, and certifications the offeror deems helpful to define the proposed equipment, reagents, controls and calibrators. The Government will evaluate the information provided during the oral proposal in accordance with stated Technical Proposal Evaluation. The briefing slides and documents that accompany slides will be incorporated into the resultant contract.

NOTE: Being scheduled for an oral proposal does not constitute a determination that an offeror is within the competitive range.

2. The technical proposal will address each of the following:

Factor 1 – Technical

Sub-Factor 1 – Organizational Structure:

The offeror shall detail the proposed organizational structure that will be established to accomplish the standards and requirements of the SOW. This should include as a minimum:

- (a) **Manpower Utilization.** The offeror will describe all direct and indirect personnel and lines of authority and responsibilities between with various functional areas.
- (b) **Complete manpower matrix.** The offeror will present a narrative that addresses, as a minimum, the skill level mix, appropriate number of personnel and man-hours, plans, policies and procedures for personnel utilization (full-time, part-time, overtime, temporaries, on-call, etc).
- (c) **Methodology and Rationale.** The offeror will describe the methodology and rationale used to determine the proposed organizational structure.
- (d) **Resumes of Key Management Personnel.** The offeror will present the resumes of key management personnel who will be directly or indirectly involved in the management of the contract which will include applicable education and training, and reflect successful management and technical experience similar to the work required.
- (e) **Recruiting Procedures.** The offeror will present the method and criteria that will be used for recruiting new employees. This should include the minimum knowledge, experience, training, certification/licensing, and technical expertise employees will be required to have in order to work on this contract.
- (f) **Programs and Procedures.** The offeror will describe the procedures and programs that will be implemented to accomplish the standards and requirements of the SOW.

Sub-Factor 2. Efficiency of Operations Management:

The offeror will present the efficiency of the proposed organizational structure to meet the requirements of the SOW. This should address the following:

- (a) **Manpower and Planning.** The offeror will present a plan describing how qualified personnel will be obtained throughout the life of the contract. The recruiting approach that will target personnel who possess the knowledge, experience, training, certification/licensing and technical expertise commensurate with the qualifications needed to perform and meet the contract standards. The policies and procedures to cover absences of employees assigned to "one-deep" positions. A plan to keep the personnel turnover rate to a minimum; training and certification/licensing program and policies which identifies the types, schedule and source of training and certification/licensing, and the maintenance/update of training and

certification/licensing records; a contingency plan for rapid change of replacement/additional personnel, and solutions to anticipated problems.

* Additional considerations will be given when the offeror includes value-added enhancements to the government's requirements and proposes innovation approaches that increase efficiencies and savings to the government.

(b) General Requirements. The offeror will address the following: a plan describing how the offeror will respond and participate as a member of the Government's team in the development and execution of performance goals, visions, and overall strategies.

* Additional considerations will be given when the offeror includes value-added enhancements to the government's requirements and proposes innovation approaches that increase efficiencies and savings to the government.

Sub-Factor 3. Quality Control:

The offeror will present and describe the efficiency of the proposed quality control plan and the metrics used to ensure compliance with the contract standards. The quality control plan should describe the following: the appropriate number, man-hours and skill level of personnel proposed to provide an effective quality control plan, and who they will report to/be managed by to maintain the integrity of the quality control. The offeror shall also describe the methods used for identifying, correcting and preventing defects in the quality of service performed and actions taken if standards are not met. Included with the quality control shall be a plan for the recovery of units from clients once services have been terminated. The contractor shall outline the methodology to be used to ensure minimal risk of equipment loss.

* Additional considerations will be given when the offeror includes value-added enhancements to the government's requirements and proposes innovation approaches that increase efficiencies and savings to the government.

(a) Special Requirements. The offeror shall present their understanding of the SOW requirements by describing the listings and reports that will be processed and distributed, including the frequency. The offeror shall demonstrate knowledge and implementation of an effective measurement system to meet the standards of the SOW; describe a customer service/concerns system, with an emphasis on customer satisfaction and quality service, that will effectively receive, record, address, and assist customers with concerns within a reasonable time frame, maintain positive customer relations and satisfaction, elevation process for matters beyond the scope of the contract, analyze the concerns/complaints to identify trends and develop process improvement, and describe how preventive measures will be implemented. The offeror will also address how customer education and training will be implemented, describe policies and procedures to minimize the risk of environmental pollution, and prove a plan to assure compliance with all environmental statutes and regulations. The offeror will also describe policies and procedures to increase recycling efforts.

* Additional considerations will be given when the offeror includes value-added enhancements to the government's requirements and proposes innovation approaches that increase efficiencies and savings to the government.

In performing an evaluation of technical proposals, each offeror shall be assigned one of

the following ratings:

<u>RATING</u>	<u>DEFINITION</u>
OUTSTANDING / BLUE	EXCEEDS SPECIFIED MINIMUM PERFORMANCE OR CAPABILITY REQUIREMENTS IN A WAY BENEFICIAL TO THE AGENCY. CONTAINS AT LEAST ONE ENHANCEMENT THAT HAS BEEN DETERMINED BY THE GOVERNMENT TO BE VALUE ADDED.
VERY GOOD / YELLOW	EXCEEDS MINIMUM PERFORMANCE OR CAPABILITY REQUIREMENTS NECESSARY FOR ACCEPTABLE CONTRACT PERFORMANCE BUT DOES NOT CONTAIN ENHANCEMENTS DETERMINED BY THE GOVERNMENT TO BE VALUE-ADDED.
ACCEPTABLE / GREEN	MEETS MINIMUM PERFORMANCE OR CAPABILITY REQUIREMENTS NECESSARY FOR ACCEPTABLE CONTRACT PERFORMANCE.
UNACCEPTABLE / RED	FAILS TO MEET SPECIFIED MINIMUM PERFORMANCE OR CAPABILITY REQUIREMENTS. PROPOSALS WITH AN UNACCEPTABLE RATING ARE NOT AWARDABLE.

NOTE: A separate rating will not be given for the oral presentation portion of the technical proposal.

Factor 2 – PAST PERFORMANCE

Volume II – Past Performance

1. The Government will assess each offeror's Past Performance as a prime contractor on similar contracts. The assessment will be subjective, but unbiased judgment about the quality of an offeror's past performance, focusing on the currency and relevancy (i.e., scope and magnitude) of the information. The Government will use its subjective assessment to determine its confidence of an offeror's relative capability and relative reliability to perform the required effort.

2. The Government may base its judgment about the quality of an offeror's Past Performance on the information obtained from statements of opinion about the quality of specific aspects of an offeror's performance, or about the quality of an offeror's overall performance. The Government may solicit information from an offeror's customers and business associates, federal, state and local government agencies, and from other persons and organizations.

NOTE: The Government reserves the right to limit the number of references it decides to review and/or contact, and to contact references other than those provided by the offeror. The Government also reserves the right to limit and/or increase the number of questions it asks offerors' references. The Government reserves the right to obtain additional information/documentation not submitted by offerors. Additionally, the ratings provided by offeror references may not necessarily be the same ratings given by the Government. Past performance will be assessed by using the evaluation criteria, ratings, and definitions/standards identified in the solicitation, and therefore may be different from the ratings given by offeror's references.

3. Experience is a measure of the work performed as a prime contractor on contracts similar in size and scope to the work required in the SOW.

4. Past performance is a measure of the degree to which an offeror, has satisfied its customers and complied with Federal, state, and local laws and regulations.

5. Past performance will address questions pertaining to, but not limited to the following subfactors to which an assessment will be made:

a. The Quality of Service. The quality of service can be measured by how well the offeror conformed to or met contract requirements, specifications and standards of good workmanship (e.g. commonly accepted technical, professional, environmental, or safety and health standards).

b. Responsiveness. Responsiveness to technical direction and/or changing Agency requirements.

c. Business Relations. Business relations can be measured by how well the offeror worked with the government entity or private enterprise. This includes the offeror's reputation for reasonable and cooperative behavior, demonstration of a business-like concern for the interests of its customers, and responsiveness to issues and concerns.

d. Management of Key Personnel. Management of key personnel can be measured by the offeror's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel with personnel who have a breadth of experience and knowledge in contract management, and who have demonstrated their ability to carry out contract management for and in behalf of the offeror.

e. Customer Satisfaction. Customer satisfaction can be measured by the support the offeror provides to the end user of the service, how well the contractor interfaces with the end user, and the offeror's commitment to customer service.

f. Corporate Experience:

a. The government will assess each offeror's corporate experience. The assessment will be a subjective, but unbiased judgment about the qualifications of each offeror's corporate experience and its effect on meeting the contract requirements.

b. The government may base its judgment about each presenter's qualifications and potential contributions to this contract on the following:

(1) Corporate experience in performing similar work.

(2) Reasons why the offer should be given an opportunity to perform on the contract.

6. In performing the past performance evaluation, each offeror shall be assigned one of the following ratings:

RATING

DEFINITION

High Confidence / Blue	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
Significant Confidence / Yellow	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
Confidence / Green	Based on the offeror's performance record some doubt exists that the offeror will successfully perform the required effort.
Unknown Confidence / Neutral	No performance record identifiable (see FAR 15.305(a)(2)(iii) and (iv)).
Little Confidence / Red	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.

Factor 3 – COST / PRICE

Volume IV – Price/Supporting Data

1. The cost/price proposal will be evaluated to determine if it is realistic, reasonable, cost effective, affordable and to assess the offeror's understanding of the solicitation. Any inconsistency between the proposed performance and cost or price, whether real or apparent, must be clearly explained in this volume of the proposal. Price/cost will not be given a color code. Cost/price will not be rated or scored. Review of the contractor cost data will consist of analysis to determine the following:

- (a) Proposals should be sufficiently detailed to demonstrate their cost realism, completeness, and reasonableness. If unique and innovative approaches are the basis for an abnormally low cost estimate, the nature of these approaches and their impact must be completely documented.
- (b) Realism: Costs are compatible with proposed scope of effort and operations reflect reasonable economy and efficiency. Completeness: All information/data required by the RFP has been submitted, relates to SOW requirements, and supports the

offer.

- (c) Reasonableness: Costs are fully justified and supported and are considered fair under current market conditions, reasonable to the offer, and reasonable to the Government.
- (d) Unrealistically low (or high) proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition, either on the basis that the offeror does not understand the requirement, or the offeror has made an unrealistic proposal.

2. REJECTION OF OFFERS

Failure to offer on all items may be cause for rejection of offer. Services other than those listed in the Statement of Work shall be evaluated as a value-added enhancement to the basic requirements.

3. 52.217-5 EVALUATION OF OPTIONS JULY 1990 (IAW FAR 17.208(c))

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End Addendum)