

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NO.	PAGE 1 OF	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>					56	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NO. HQ-00-18	6. SOLICITATION ISSUE DATE 11/15/00		
7. FOR SOLICITATION INFORMATION CALL a. NAME Victoria D. Short			b. TELEPHONE NO. (No collect calls) (202) 514-1959	8. OFFER DUE DATE/LOCAL TIME 12/09/00 2:00p.m EST		
9. ISSUED BY Immigration & Naturalization Service 425 I Street N.W. Room 2208 HQPRO Washington DC 20536			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8011 SIZE STD: \$5 Million	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) N/A 13b. RATING N/A	12. DISCOUNT TERMS	
15. DELIVER TO Same as Block 9			16. ADMINISTERED BY Same as Block 9			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Immigration & Naturalization Service 425 I Street NW Room 6034 Collection & Payment Washington DC 20536			
TELEPHONE NO.			<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
<i>(Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input type="checkbox"/>			29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
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) Andrea K. Grimsley		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)			
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS			

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136
Expires: 09/30/98

STANDARD FORM 1449 (10-95) BACK

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PART I

Continuation of SF 1449

SCHEDULE OF SUPPLIES/SERVICES AND PRICE/COSTS

CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, Block 17A)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: (*Contractor fill-in*):

(Authorized Negotiator):
(Administrative Coordinator):

b. GOVERNMENT: Contracting Officer
ATTN: Andrea K. Grimsley
425 I Street N.W. Room 2208
HQPRO
Washington, DC 20536

2. CONTRACTOR REMITTANCE ADDRESS: (*Contractor fill-in*)
All payments by the Government to the Contractor should be mailed to the following address:

3. INVOICES: Invoices shall be submitted in arrears and shall be mailed to the following address:

Immigration & Naturalization Service
425 I Street N.W. Room 6034
Collection & Payment
Washington DC 20536

4. **ATTENTION LARGE BUSINESS:** Large Businesses are required to submit a subcontracting plan with their proposal in accordance with FAR 52.219-9. Subcontracting plans must be approved by the Contracting Officer prior to award.

PART I**Continuation of SF 1449****SUPPLES/SERVICES AND PRICE/COST**

The awarded contractor shall provide Pre-Employment Physical Examination and Repeat Audiogram services for the period of one year from the date of Contract Award. This contract includes four one-year renewal options that can be exercised at the option of the Government. The total duration of the contract will not exceed 5 years.

The Government intends to award an indefinite delivery, indefinite quantity, firm fixed price contract for INS Pre-Employment Medical Examination requirements in accordance with all terms, conditions, provisions, specifications, and schedule of this solicitation herein, **pending the availability of funds**. The contract award will occur in the second quarter of Fiscal Year 2001, estimated to be on or about March 1, 2001. Each offer should contain the offeror's best terms from a cost/price and technical standpoint, as contract award may be based on initial offers received, without discussions.

The Contractor shall provide the following services in accordance with the requirements of this contract.

This solicitation provides for INS Pre-Employment Medical Examination requirements to be performed nation-wide as set forth in Part I, Description/Specification/Work Statement.

Note: In order to be considered "acceptable" under this solicitation offerors must provide pricing for the base year and all option years. All quantities are estimates only. The Government is not obligated to specified quantity, but shall be obligated to provide payments for all services requested in accordance with this solicitation.

Costs should represent an "all inclusive" reimbursement for routine delivery of Pre-Employment Physical Examinations and Repeat Audiograms.

PART I **Continuation of SF 1449**

Definition of Terms:

Base Year is the period of 365 days from the date of contract award.

Option Year One is the period of 365 days to run in succession to the Base Year and is effective from the date of option exercised.

Option Year Two is the period of 365 days to run in succession to Option Year One and is effective from the date of option exercised.

Option Year Three is the period of 365 days to run in succession to Option Year Two and is effective from the date of option exercised.

Option Year Four is the period of 365 days to run in succession to Option Year Three and is effective from the date of option exercised.

<i>Line Item</i>	<i>Description</i>	<i>Estimated Quantity</i>	<i>Unit</i>	<i>Price</i>	<i>Estimated Total Price</i>
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ESTIMATED Prices shall be indicated and fixed to two decimal places.

Base Year

0001	Pre-Employment Physical Examinations	7,500	EA	\$ _____	\$ _____
0002	Repeat Audiograms	300	EA	\$ _____	\$ _____
	Total Estimated Cost				\$ _____

Option Year One

1001	Pre-Employment Physical Examinations	7,500	EA	\$ _____	\$ _____
1002	Repeat Audiograms	300	EA	\$ _____	\$ _____
	Total Estimated Cost				\$ _____

PART I **Continuation of SF 1449**

<i>Line Item</i>	<i>Description</i>	<i>Estimated Quantity</i>	<i>Unit</i>	<i>Price</i>	<i>Estimated Total Price</i>
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Option Year Two

2001	Pre-Employment Physical Examinations	6,000	EA	\$ _____	\$ _____
2002	Repeat Audiograms	240	EA	\$ _____	\$ _____
	Total Estimated Cost				\$ _____

Option Year Three

3001	Pre-Employment Physical Examinations	4,500	EA	\$ _____	\$ _____
3002	Repeat Audiograms	180	EA	\$ _____	\$ _____
	Total Estimated Cost				\$ _____

Option Year Four

4001	Pre-Employment Physical Examinations	4,500	EA	\$ _____	\$ _____
4002	Repeat Audiograms	180	EA	\$ _____	\$ _____
	Total Estimated Cost				\$ _____

AGGREGATE TOTAL INCLUSIVE OF ALL OPTION YEARS \$ _____

Estimated/Indefinite Quantity

- (a) This is an estimated/indefinite-quantity contract for the services specified, and effective for the period stated, in the Schedule.
- (b) The Contractor shall furnish to the Government the services specified in the Schedule.

PART I**Continuation of SF 1449**

TECHNICAL QUESTIONS: Offerors should submit all technical questions regarding this solicitations to the Contract Specialist, Victoria Short, in writing, within 10 calendar days after issuance of this Request for Proposal (RFP). Questions may be sent via facsimile at (202)514-3353 or via email to victoria.d.short@usdoj.gov. Questions received after the ten days will not be considered. Verbal questions will not be addressed. All responses to questions, which may effect offers, will be incorporated into a written amendment to the solicitation.

SPECIFIC INSTRUCTIONS AND EVALUATION METHODS: **Your attention is requested to pages 44 through 47 for specific information regarding proposal preparation and method of evaluating offers.**

PART I DESCRIPTION/SPECIFICATION/WORK STATEMENT

1. BACKGROUND

The mission of the Immigration and Naturalization Service, an agency of the U.S. Department of Justice, is established by the Immigration and Nationality Act, as amended, which charges the Attorney General with the administration and enforcement of its provisions and other laws relating to the immigration and naturalization of noncitizens. It is the responsibility of the Service to ensure appropriate documentation of aliens at entry, to deny entry to those who are not legally admissible whether they attempt to enter through ports-of-entry or surreptitiously across the border, and to determine the status of those in the country. The Service is also responsible for deterring illegal entry and stay, including enforcement of criminal provisions against those who act or conspire to promote such entry and stay. Further, it is the responsibility of the Service to detect, apprehend, and remove those noncitizens whose entry was illegal, whether undocumented or fraudulent, and those found to have violated the conditions of their stay.

To fulfill these responsibilities, the Service employs a cadre of thousands of officers in law enforcement and similar positions. In order to ensure that these officers are capable of performing the arduous and/or hazardous duties of their positions without risking harm to themselves or others, the Service has established medical qualifications standards and conducts a pre-employment medical screening program. Occupations covered by the Service's medical qualifications standards are Border Patrol Agent, Criminal Investigator, Immigration Agent, Immigration Inspector, Deportation Officer, and Detention Enforcement Officer. Recruitment for these occupations is conducted nationwide; so the Service needs a contractor capable of administering pre-employment medical examinations throughout the United States and the territories of Puerto Rico, Guam and the U.S. Virgin Islands. Hiring and associated pre-employment screening is conducted centrally by the Service's National Hiring Center in Twin Cities, Minnesota.

2. PURPOSE

This contract supports the pre-employment medical screening program by providing for pre-employment medical examinations and related services so as to collect the information needed to determine if applicants meet the Service's medical qualifications standards. The results of these services are reviewed by the Service's medical review officer to ensure that only those individuals are hired who can meet the rigorous physical and mental demands in basic training and on the job.

3. CONTRACT TASKS TO BE PERFORMED

A. General Physical Examination.

Coverage of exam is indicated on the "Preplacement Medical Examination and History Report" contained in Part III. The examining physician must provide comments

appropriate to all positive responses or abnormalities indicated in the medical history or examination findings, including specific references to the effects of a medical condition on life activities on and off the job.

If initial diastolic blood pressure reading exceeds 90, the examining physician must re-test and record the applicant's blood pressure after at least 15 minutes or before the applicant leaves the facility. If initial pulse reading is 100 or greater, the examining physician must re-check and record the applicant's pulse after at least 15 minutes or before the applicant leaves the facility.

B. Body Measurements. Contractor must obtain and record the following measurements on the medical exam form, indicating unit of measure.

1. Height, without shoes
2. Weight, without shoes
3. Circumferences of neck, chest, abdomen, waist, hips, thigh, forearm, biceps (using a tape measure against the skin while the examinee is standing).

C. Vision Testing.

Contractor must provide equipment and supplies for contact lens removal and temporary storage in order to test uncorrected vision.

1. Near binocular vision and in each eye (uncorrected, corrected, and best corrected), in Snellen units.
2. Distant binocular vision and in each eye (uncorrected, corrected, and best corrected), in Snellen units.
3. Depth perception (in seconds of arc or Shepard-Fry %).
4. Color vision, using the Ishihara test or some other pseudoisochromatic plate test, a minimum of 14 plates. The type of test must be indicated along with the number of plates used and passed.
5. Night vision.
6. Peripheral vision, using confrontation estimates or peripheral vision testing equipment may be used, if available.
7. Intraocular eye pressure by tonometry.

D. Hearing Tests.

1. Audiogram. The requirement is for a pure-tone audiogram by air conduction at 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz levels, indicating numeric decibel loss.

2. Repeat audiogram. If initial audiogram indicates a hearing loss exceeding 30 db in the 500-2000 Hz range or 40 db in the 3000 Hz range, the examining physician must:

- advise the applicant to avoid loud noise and wear foam ear plugs prior to the repeat audiogram, and
- conduct another audiogram no earlier than the following day.

3. The examining physician must note in the exam report if a hearing aid is utilized.

4. Results of all audiograms must be supplied.

E. Laboratory Tests.

1. Urinalysis. Ph, specific gravity, acetone/ketone/glucose, protein/albumin, blood, bilirubin, urobilinogen, leukocyte esterase, nitrate. If any abnormalities are found, provide results of microscopic analysis.

2. Complete Blood Count (CBC). White blood cell count, red blood cell count, hematocrit, hemoglobin, indices (MCV, MCH, MCHC), white blood cell differential, platelet count.

3. Fasting blood chemistry. Alkaline phosphatase, bilirubin (total and direct), calcium, creatinine, urea nitrogen (BUN), glucose, inorganic phosphorus, iron or ferritin, lipids (total cholesterol, HDL cholesterol, LDL cholesterol, triglycerides, total/HDL cholesterol ratio), potassium, protein (total, albumin, globulin), SGOT, SGPT, GGTP, LDH, alkaline phosphatase, sodium, potassium, chloride, uric acid.

F. Chest X-ray. (PA and lateral) with radiologist's or doctor's interpretive report.

G. EKG. Resting EKG, with interpretation and tracings of all 12 leads.

H. Pulmonary function test. Spirometry with three tracings, FVC, FEV, and predictions.

I. Physical performance tests.

1. Aerobic fitness. Administer a 1-1/2 mile treadmill or step test according to instructions provided in Part III and record recovery pulse rate and test score.

2. Upper body strength. Record the number of push-ups and sit-ups completed by the examinee in a one-minute timeframe. Instructions on administering this test are provided in Part III.

3. Lower body strength. Administer kneel-and-stand test protocol provided in Part III and record results.

4. Flexibility. Administer sit-and-reach test protocol provided in Part III and record results.

4. PROCEDURE

In most instances, INS submits applicant examination requests to the contractor electronically. The contractor assigns a physician/facility for each, using the applicant's address supplied by INS, and notifies the requesting office of the clinic assignment. INS notifies each applicant of the physician/facility assignment and instructs the applicant to schedule an appointment and report for the examination within 10 days. The INS notice includes an exam packet, comprised of forms and laboratory kits provided by the contractor, for the applicant to take to the physician/facility when they report for examination. The physician/facility conducts the examination according to the specifications in this contract and any supplementing instructions. The contractor receives the results, verifies completeness, and supplies the full report to the Medical Review Officer designated by INS within 5 days from the date the examination and laboratory analyses were completed.

Not all INS requesting offices have the ability to submit requests electronically. For these, the contractor maintains an "800" number which applicants are instructed to call for physician/facility assignments. The contractor makes physician/facility assignments and sends exam packets directly to applicants, unless otherwise arranged with the INS requesting office.

INS may request changes in required forms and procedures as needed to improve the timeliness and/or quality of results or to incorporate changes in government-wide or agency policy or procedures.

When withdrawing an employment offer, the INS will notify the contractor to discontinue the examination request and to return any related files and documentation to the INS.

5. SPECIFICATIONS AND STANDARDS

A. Geographic coverage

The contractor must have a facility(ies) or a physician(s) available to perform examinations within a sixty (60) mile radius of each of the cities contained in Part III . The contractor shall include, with its proposal, a listing of the locations of the doctors and facilities intended to be utilized for this contract. Any proposal not including this information will be considered ineligible for award.

These lists of cities are not all-inclusive. Occasionally, there will be instances when an applicant is in a location not listed, and travel distance to get to a listed city is unreasonable. In these cases, the contractor will have to locate a physician/facility that is

closer to the location where the applicant resides. The contractor must inform the Contacting Officer's Technical Representative (COTR) prior to making arrangements for the applicant.

B. Timeliness. Established costs for services include overnight express fees when needed to meet timeliness standards.

Contractor is to continuously monitor examinations pending and follow up with examining physicians/facilities to ensure completion of services and documentation within required timeframes.

For any exam requests received by 10 a.m. EST, the contractor will provide physician/facility assignments within 2 working days. If an exam is requested for a city not listed in Part III, the contractor will provide physician/facility assignments within 3 working days. If an assignment cannot be made within this timeframe, the contractor will print an exception report indicating the reason for the delay and will contact the COTR to discuss options and receive instructions.

The contractor has five (5) working days from the date the medical examination is completed (including all laboratory results) to provide the required documentation to the designated Medical Review Officer for the INS. The name and address of the INS Medical Review Officer will be provided upon contract award.

C. Completeness. Required forms must be completed legibly and signed by the appropriate individuals as indicated on the forms. Medical cases forwarded by the contractor to the INS Medical Review Officer should contain all of the elements in subparagraphs 3.A through 3.I, completed in accordance with the INS requirements described in this contract and any supplemental instructions.

D. Physician Qualifications. Physicians performing the physical examinations must be graduates of an accredited school of medicine, must be a primary care physician, and must be licensed to practice medicine in the state where the examination is performed.

6. PROGRAM MANAGEMENT AND CONTROL REQUIREMENTS

The contractor must maintain ongoing quality control systems and timeliness tracking systems to ensure that quality and timeliness standards are met. Whenever deficiencies are noted, the contractor must immediately initiate follow-up procedures or other solutions to bring its performance to required levels.

7. RECORDKEEPING, REPORTING, BILLING REQUIREMENTS

A. Confidentiality. The contractor must maintain the confidentiality of applicant information. Data and reports may only be released to parties designated in writing by the INS. All records generated from the above scope of work are subject to the conditions of the Privacy Act, 5 U.S.C. § 552A (1994 & Supplement II 1996)

B. Data and report requirements. The contractor must maintain a data system, accessible remotely by any authorized INS user, which enables the user to determine the current status of a requested exam at any time and the dates key events occurred in the processing of the exam request. See below for the minimum fields required as part of this data system. In addition, the contractor must provide the INS users with the ability to produce standard and ad hoc reports from the data system. If at any time, the established report capability is not responsive to a user's request, the contractor must provide the needed report within 24 hours.

Data Needed on Each Pre-Employment Medical Exam

Applicant's Name (Last, First, Middle I.)

Applicant's Mailing Address (street, city, state, zip code)

Applicant's Social Security Number

Applicant's Phone Numbers (both work & home phones, w/area codes)

Requesting Office Identifier

Name, Address, Phone Number of Assigned Clinic

Key Dates: Exam Request Received

Exam Clinic Assigned – date & facility code

Optical Clinic Assigned – date & facility code

Scheduled Exam Appt

Scheduled Optical Appt

Physical Exam Results Received

Fitness Assessment Received

Medical History Received

Blood Work Received – CBC

Blood Work Received – Chemistry

Blood Work Received – Lipid

Urinalysis Results Received

Chest X-ray Received

EKG Received

Pulmonary Function Test Received

Audiogram Received

Vision Screen Received

Exam Results Forwarded for Medical Review

Exam Cancelled by Agency (if applicable)

Agency Billed

Closed Exam Request

PART I**SPECIAL CONTRACT REQUIREMENTS****1. PACKING AND MARKING REQUIREMENTS**

- a. Materials shall be packaged in accordance with the Contractor's standard commercial practice and shall be afforded the degree of preservation, packaging, and packing required to prevent deterioration and damage due to the hazards to which they may be subjected during shipment, handling, and storage. All preservation, packaging, and packing for shipment or mailing shall be adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).
- b. At a minimum, each shipping container shall be plainly and indelibly marked to show the following:
 - (1) Consignee;
 - (2) Name and address of the Contractor;
 - (3) Contract Number;
 - (4) A brief description of the items;
 - (5) Quantity;
 - (6) Any other markings that may be given to the Contractor prior to delivery.
- c. All associated costs for packaging, marking, and shipping shall be included in the contract price.

2. TERM OF CONTRACT

- a. This contract is effective for one year from the date of Contract Award, with four one-year renewal options. The contract is subject to the availability of INS funds.
- b. The contractor who receives award shall be required to begin performance on the date of Contract Award.
- c. If the Government elects to exercise the renewal option(s), the contract shall be extended by one (1) additional calendar year(s).
- d. The maximum duration of this contract, if all renewal options are exercised, is five (5) years or sixty (60) months.

3. WORK HOURS

- a. The services covered by the contract shall be furnished by the contractor as defined herein: Provide Pre-Employment physical examinations and repeat audiograms through scheduled visits, Monday through Friday with Saturday hours permitted. Scheduled visits shall be no earlier than 8:00 a.m. and no later than 8:00 p.m. Under certain rare circumstances, Pre-Employment physical examinations and repeat audiograms may be required on Saturdays. The Government shall provide twenty-four (24) hours advance notice when Saturday services are required. If the contractor has different hours of operation, an alternate schedule of office hours may be considered and should be submitted with the technical.

- b. INS' observes the ten (10) Federal holidays and any other day declared a National holiday by the President of the United States. Pre-Employment physical examinations and repeat audiograms will not be available during these holidays. Those holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July 4 th	Christmas Day

It should be noted that if a holiday falls on Saturday, it is observed on Friday. If a holiday falls on Sunday, it is observed on Monday.

4. CONFIDENTIALITY

- a. The contractor shall ensure the confidentiality of all patient information and shall be held liable in the event of the breach of confidentiality.
- b. All contractor personnel, performing services under this contract, must complete a confidentiality certificate to be provided at contract award.
- c. Any contract resulting from this solicitation will be subject to the Privacy Act of 1974. Federal Acquisition Regulations (FAR) 52.224-1 Privacy Act Notification and 52.224-2 Privacy Act are provided in full text in the Addendum to FAR Clause 52.212-4. The Contractor is not authorized to release any medical record information. The INS is the sole entity authorized to release this information upon written request from the patient.

5. PAYMENTS AND INVOICING

- a. The contractor shall be paid monthly in arrears for Pre-Employment physical examinations and repeat audiograms. Payment from the INS shall be considered payment in full. The contractor shall not pursue any further collection activities from any source.
- b. An original and three copies of each invoice shall be submitted to the Contracting Officer's Technical Representative (COTR) listed in Part II.
- c. INS will review the invoice against its record. INS will notify the contractor of invoice discrepancies. Upon the resolution of the discrepancies, INS will approve the invoice and make payment to the contractor.
- d. It shall be considered fraudulent for the contractor to bill other third party insurance sources for services rendered under this contract.

6. EMPLOYMENT OF ILLEGAL ALIENS

Subject to existing laws, regulations, Executive Orders, and other provisions of this contract, aliens unauthorized to be employed in the United States shall not be employed by the Contractor, or its subcontractors, to work for, under, or with this contract. The

Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

7. MODIFICATION AUTHORITY

The Contractor shall not accept any modification of the terms, conditions, and/or provisions of this contract issued by any person other than the Contracting Officer. Once the prices have been established they shall remain fixed throughout the life of the contract, including all option periods, and shall not be modified except by written modification to the contract. The Contracting Officer may require substantiation or verification of the data submitted to the extent considered necessary by the Government to permit reliance upon it as a reasonable "base line."

8. PRICING OF MODIFICATIONS

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and the Contracting Officer. In addition, if the proposal includes a time extension, a justification therefore will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

9. LIABILITIES

The Contractor shall assume all legal and professional responsibilities and liabilities attendant upon the professional practices of himself and his physicians rendering health care services under this contract.

10. HOLD HARMLESS AND INDEMINIFICATION AGREEMENT

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and costs whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omission of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor .

11. ORGANIZATIONAL CONFLICTS OF INTEREST –GENERAL

- a. The Contractor warrants that, to the best of his knowledge and belief, and except as otherwise set forth in this contract, he does not have any organizational conflicts of interest as defined in paragraph B below.
- b. The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (i) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (ii) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.
- c. The Contractor agrees that, if after award he discovers and organizational conflict of interest with respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid, eliminate, or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interests of the Government.
- d. In the event that the Contractor was aware of organizational conflicts of interest prior to award of this contract and intentionally did not disclose the conflicts to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

12. PERMITS AND LICENSES

In the performance of the work hereunder, the Contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, state, or local governments, or subdivisions thereof, or of any other duly constituted public authority. Further, the Contractor shall obey and abide by all applicable laws and ordinances.

13. PRIVACY AND SECURITY

- a. The Contractor is advised that the establishment, maintenance, and operation of records systems used to perform this contract, at the prime and all appropriate subcontract levels, is subject to the Privacy Act of 1974, violation of which may result in criminal and/or civil penalties. [See F AR Clauses 52.224-1 and 52.224-2, incorporated herein in Part II of this solicitation and resulting contract.]
- b. To assure the security of the records system used by the Contractor and all subcontractors for performance of this contract, properly identified Immigration and Naturalization Service, Department of Justice, and other Government agency officials shall be permitted full and complete access to Contractor and subcontractor records systems operations (to include software, documentation, hardware, and any and all other relevant materials and activities as defined and identified by the Government), provided that such access disrupts Contractor and subcontractor operations as little as possible in the given circumstances.
- c. The Contractor, subcontractor(s) and their employees are prohibited from using or giving information acquired through their official positions, prior to its release to the public, to advance the interests of themselves, their families, associates, friends, or any other persons or enterprises.
- d. The Contractor and any and all subcontractors shall take affirmative and documented steps to assure that privacy and security considerations identified above are addressed, and shall require that clauses substantially the same as this clause are incorporated into any and all subcontracts or other forms of agreement to ensure appropriate and necessary "flowdown" of these requirements.

PART II **CONTRACT TERMS AND CONDITIONS**

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN FAR 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, PARAGRAPH B, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the solicitation numbered and dated as follows:

AMENDMENT NUMBER	DATE
_____	_____
_____	_____
_____	_____

Sealed offers for furnishing the supplies or services in the Schedule will be received at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in Block 15, until the date and time specified in Block 8. CAUTION – Late Submissions, Modifications, and Withdrawals: See provision FAR 52.212-1. All offers are subject to all terms and conditions of this solicitation.

52.212-4 -- Contract Terms and Conditions -- Commercial Items (May 1999)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

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

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

(b) *Assignment.* The Contractor or its assignee’s rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

(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.* 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 --

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(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.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, *Prompt Payment.* If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. 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.

(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 or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C.1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C.431 relating to officials not to benefit; 40 U.S.C.327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C.51-58, Anti-Kickback Act of 1986; 41 U.S.C.265 and 10 U.S.C.2409 relating to whistleblower protections; 49 U.S.C.40118, Fly American; and 41 U.S.C.423 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (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.

ADDENDUM TO FAR 52.212-4

52.252-2 -- Clauses Incorporated by Reference (Feb 1998).

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

<http://www.arnet.gov/far> (for FAR provisions/clauses)

<http://www.usdoj.gov/jmd/pss/jarinet.htm> (for Justice Acquisition Regulations clauses)

52.214-34	Submission of Offers in the English Language	APR 1991
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.237-3	Continuity of Services	JAN 1991

52.216-18 -- Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration.

(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.

52.216-19 -- Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, 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 \$500.00;
- (2) Any order for a combination of items in excess of \$3,000,000.00; or
- (3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 -- Indefinite Quantity (Oct 1995)

(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; provided, that the Contractor shall not be required to make any deliveries under this contract after February 28, 2006.

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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

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 before the expiration of the base period or option renewal periods; 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.

52.219-8 -- Utilization of Small Business Concerns (Oct 1999)

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding

agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that --

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, 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); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern --

(i) 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 the stock of which is owned by one or more women; and

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

**52.219-9 -- Small Business Subcontracting Plan (Oct 2000)
and Alternate II (Jan 1999)**

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause --

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small

disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns;

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list

does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, *Subcontracting Report for Individual Contracts*, and/or SF 295, *Summary Subcontract Report*, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and

award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether HUBZone small business concerns were solicited and, if not, why not;

(C) Whether small disadvantaged business concerns were solicited and, if not, why not;

(D) Whether women-owned small business concerns were solicited and, if not, why not; and

(E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations; and

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name,

address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns.

Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business,

rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, *Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, *Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

52.219-16 -- Liquidated Damages -- Subcontracting Plan (Jan 1999)

(a) "*Failure to make a good faith effort to comply with the subcontracting plan*", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered

by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.232-18 -- Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-19 -- Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2001. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment

may arise for performance under this contract beyond September 30, 2001, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Aug 2000)

(a) The Contractor shall comply with the following 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) 52.222-3, Convict Labor (E.O.11755).
- (2) 52.233-3, Protest after Award (31 U.S.C.3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which 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 or components:

[Contracting Officer shall check as appropriate.]

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).
- N/A (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- N/A (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- N/A (4)
 - ____(i) 52.219-5, Very Small Business Set-Aside (Pub.L.103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - ____(ii) Alternate I to 52.219-5.
 - ____(iii) Alternate II to 52.219-5.
- X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C.637 (d)(2) and (3)).
- X (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C.637(d)(4)).
- N/A (7) 52.219-14, Limitations on Subcontracting (15 U.S.C.637(a)(14)).
- X (8)

- (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L.103-355, section 7102, and 10 U.S.C.2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) ___ Alternate I of 52.219-23.
- N/A (9) 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- N/A (10) 52.219-26, Small Disadvantaged Business Participation Program -- Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (12) 52.222-26, Equal Opportunity (E.O.11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).
- X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
- N/A (16) ___ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C.6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I of 52.223-9 (42 U.S.C.6962(i)(2)(C)).
- N/A (17) 52.225-1, Buy American Act – Balance of Payments Program – Supplies (41 U.S.C.10a-10d).
- N/A (18) ___ (i) 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program (41 U.S.C.10a-10d, 19 U.S.C.3301 note, 19 U.S.C.2112 note).
- ___ (ii) Alternate I of 52.225-3.
- ___ (iii) Alternate II of 52.225-3.
- N/A (19) 52.225-5, Trade Agreements (19 U.S.C.2501, et seq., 19 U.S.C.3301 note).
- X (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O.12722, 12724, 13059, 13067, 13121, and 13129).
- N/A (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- N/A (22) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

- N/A (23) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C.3332).
- X (24) 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C.3332).
- N/A (25) 52.232-36, Payment by Third Party (31 U.S.C.3332).
- N/A (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).
- N/A (27)
- ___ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).
- ___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

[Contracting Officer check as appropriate.]

- N/A (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).
- N/A (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- N/A (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- N/A (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- N/A (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).
- N/A (6) 52.222-50, Non-displacement of Qualified Workers (Executive Order 12933).

(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O.11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).

PART III CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Attachment 1: PREPLACEMENT MEDICAL EXAMINATION AND HISTORY
REPORT

Attachment 2: FITNESS TESTING

Attachment 3: FLEXIBILITY TEST/KNEEL AND STAND TEST

Attachment 4: GEOGRAPHIC COVERAGE

Attachment 5: PAST PERFORMANCE QUESTIONNAIRE

PART IV**INSTRUCTIONS TO OFFERORS****52.212-1 -- Instructions to Offerors -- Commercial Items (Oct 2000)**

(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;
- (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 30 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.*

(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 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) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the -- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained --

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) 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 offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

ADDENDUM TO FAR 52.212-1

FAR 52.212-1 is amended: Paragraph (c) is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers.

Paragraph (d) is deleted in its entirety.

Paragraph (h) is deleted in its entirety.

52.233-2 -- Service of Protest (Aug. 1996)

(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 Contracting Officer, Immigration & Naturalization Service, 425 I Street NW, Room 2208, Washington, DC 20536.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.233-3 -- Protest After Award (Aug. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

SPECIFIC INSTRUCTIONS TO OFFERORS' REGARDING PROPOSAL PREPARATION/SUBMISSION OF SOLICITATION PACKAGE

GENERAL

Offerors are required to submit separate technical and price proposals for this project. Detailed price and technical proposals shall be submitted in triplicate, in a sealed envelope, with supporting documents. **All envelopes shall be clearly marked with the solicitation number in the lower left hand corner.** Your proposal will become part of the official contract file. The Government will evaluate proposals in accordance with the evaluation factors set forth in Part V and in accordance with FAR 12.203.

TECHNICAL PROPOSAL

The Technical Proposal will primary determine the qualifications and capabilities of the Offeror to furnish the services called for by this solicitation. It should be specific and complete in every detail. The proposal should be concise and provide sufficient information to demonstrate the Offeror's capacity to satisfactorily perform the tasks outlined.

- A. Cover Letter shall be a maximum two page introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who has the actual power to bond a contract and make representations relative to the proposal and any resulting contract for the organization.

- B. Overall Demonstrated Ability. Describe overall demonstrated ability to meet or exceed the requirements set forth in Part I, Description/Specification/Work Statement.
- C. Contract Tasks. Demonstrate ability to perform the contract tasks set forth in Part I, paragraph 3, including: General Physical Examination, Body Measurements, Vision Testing, Hearing Tests, Laboratory Tests, etc.
- D. Geographic Coverage. Demonstrate ability to provide Geographic Coverage as set forth in Part I, paragraph 5.A.
- E. Physician Qualifications. Demonstrate ability to meet the Physician Qualifications set forth in Part I, paragraph 5.D.
- F. Past Performance. Submit a list of three (3) similar projects, (in size, scope, and complexity), which have been performed in the past three (3) years along with current names, addresses, and telephone numbers for references. The Government may use past performance information obtained from other sources.

PRICE PROPOSAL

Offerors shall include the following information as part of their price proposals:

- The contract form (SF 1449)
- Contractor fill-ins
- Schedule of Supplies/Services and Price/Costs (Unit Price, Estimated Total Price)
- Representations and Certifications (found in Part VI, Provision FAR 52.212-3 Offeror Representations and Certifications – Commercial Items (Oct 2000))

performance evaluation factors will be excluded from further consideration for award.

Rating	Explanation
Unknown Risk	The Offeror has no relevant performance record. A thorough search was unable to identify any past performance information.
Very Low Risk	Offeror’s past performance record provides essentially no doubt that the Offeror will successfully perform the required effort.
Low Risk	Offeror’s past performance record provides little doubt that the Offeror will successfully perform the required effort..
Moderate Risk	Offeror’s past performance record provides some doubt that the Offeror will successfully perform the required effort.
High Risk	Offeror’s past performance record provides substantial doubt that the Offeror will successfully perform the required effort.
Very High Risk	Offeror’s past performance record provides extreme doubt that the Offeror will successfully perform the required effort.

PRICE: In evaluating Offerors’ price proposals, the contract specialist/contracting officer will perform a price realism evaluation. The price realism evaluation will be summary level review of the Offerors’ price proposals. The purpose of this evaluation is to: 1. verify the Offeror’s understanding of the requirements; 2. to assess the degree to which the price proposal reflects the approaches and/or risk that the Offeror will provide the supplies or services at the proposed prices; and 3. to assess the degree to which the prices included in the price proposal accurately represent the effort described in the technical proposal. The proposed prices may be adjusted for purposes of evaluation based on the results of the price realism evaluation.

The contract resulting from this solicitation will be awarded to that responsible offeror submitting a technically acceptable proposal and offering the best value to the Government in terms of a trade off between evaluated price and past performance risk.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer’s specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

PART VI REPRESENTATIONS AND CERTIFICATIONS**52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Oct 2000)**

(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.

“*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.

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

(1) 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 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.

“*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.

(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).*

TIN: _____

TIN has been applied for.

TIN is not required because:

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;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

(2) *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 is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *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.

(4) *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 is a women-owned business concern.

(5) *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:

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business 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 four designated industry groups (DIGs).) The offeror represents as part of its offer that it is, 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 four 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):

(7) (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, 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

(B) It has, 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) 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)(7)(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: _____.]

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

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

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

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

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

(i) It has developed and has on file, 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 has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(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 -- Balance of Payments Program Certificate.*

(Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act -- Balance of Payments Program -- 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 as defined in the clause of this solicitation entitled "Buy American Act -- Balance of Payments Program -- Supplies" 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.

(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 -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate.

(Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program, 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 as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program":

NAFTA Country 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 -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program." 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 -- North American Free Trade Agreements -- Israeli Trade Act -- Balance of Payments Program Certificate,

Alternate I (Feb 2000). 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 -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program":

Canadian End Products

Line Item No.: _____
(List as necessary)

(3) Buy American Act -- North American Free Trade Agreements -- Israeli Trade Act -- Balance of Payments Program Certificate,

Alternate II (Feb 2000). 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 -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program":

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, designated country, Caribbean Basin country, or NAFTA 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, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: _____ Country of Origin: _____
(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA 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). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals 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 are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

PREPLACEMENT MEDICAL EXAMINATION AND HISTORY REPORT

Instructions: Applicant is to complete the *SHADED* column of this form prior to the medical examination. Please print or type.
Clinics to complete unshaded areas except where indicated.

<p><u>Name of Clinic (please print):</u></p> <p><u>Address/Location of Clinic:</u></p> <p><u>Phone #:</u> _____</p> <p><u>MD/DO:</u> _____</p> <p><u>Date of Examination:</u> _____</p>	<p>Check below the occupation for which you have applied:</p> <p><input type="checkbox"/> Border Patrol Agent</p> <p><input type="checkbox"/> Criminal Investigator (Special Agent)</p> <p><input type="checkbox"/> Immigration Inspector</p> <p><input type="checkbox"/> Deportation Officer</p> <p><input type="checkbox"/> Detention Enforcement Officer</p> <p><input type="checkbox"/> Immigration Agent (Enforcement) <input type="checkbox"/> Other _____</p>
<p>Applicant's Name: _____ Veteran's preference eligibility <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Social Security Number: _____ Date of Birth: _____ Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female</p>	
<p>Your current occupation: _____</p> <p>Your current employer: _____</p> <p>How long in current position: _____ years/months</p>	
<p>Required services: Check when completed <i>Attach reports to this form</i></p>	
<p>Preplacement/Baseline Core Exam Occupational Health Evaluation</p> <p><input type="checkbox"/> Lab, Blood and Urine</p> <p><input type="checkbox"/> Audiometry <input type="checkbox"/> Repeat Audiometry if appropriate</p> <p><input type="checkbox"/> EKG</p> <p><input type="checkbox"/> Spirometry</p> <p><input type="checkbox"/> Vision Screening/Tonometry</p> <p><input type="checkbox"/> Chest X-ray (PA)</p>	

AGENCY USE ONLY

General Physical Examination

General Medical History (*All shaded areas of this form are to be completed by applicant*)

Disclaimer: This examination does not substitute for a periodic health examination conducted by your private provider. It is being conducted for occupational purposes.

MEDICAL HISTORY

Check each item "Yes" or "No". Every item checked "Yes" must be explained in the blank space on the right.

- A. Have you ever been refused employment or been unable to hold a job or stay in school due to any medication condition?... Yes No
- B. Have you ever been treated for a mental condition? (If yes, specify when, where, and give details.)..... Yes No
- C. Have you had, or have you been advised to have, any operation? (If yes, described and give age at which occurred.)..... Yes No
- D. Have you ever been a patient in any type of hospital (If yes, specify when, where, why, and name of doctor.)..... Yes No
- E. Have you ever had any illness or injury other than those already noted? (If yes, specify when, where, and give details.)..... Yes No
- F. Have you consulted or been treated by clinics, physicians, healers, or other practitioners for other than minor illness? (If yes, give complete address of doctor, hospital, clinic, and details.)..... Yes No
- G. Have you ever been rejected for military service because of physical, mental, or other reasons? (If yes, give date and reason for rejection.)..... Yes No
- H. Have you ever been discharged from military service because of physical, mental, or other reasons? (If yes, give date, reason, and type of discharge: whether honorable, other than honorable, for unfitness or unsuitability.)..... Yes No
- I. Have you ever received, is there pending, or have you applied for pension or compensation for existing disability? (If yes, specify what kind, granted by whom, and what amount, when, why.)..... Yes No

Comments _____

VISION HISTORY

Have you had or are you currently experiencing any of the following:

Blurred vision..... Yes No

Do you wear glasses?..... Yes No

Do you wear contact lenses?..... Yes No

Glaucoma..... Yes No

Have you ever been diagnosed with any eye disease?..... Yes No

Have you had any type of eye surgery (i.e. Radial Keratotomy, PRK, cataracts, etc.)? If yes please explain what specific surgery was performed and the date of the surgery.... Yes No
Date _____

Do you have cataracts?..... Yes No

Are you color blind?..... Yes No

Each yes response requires comment below:

DIAGNOSTIC AND PHYSICAL FINDINGS

<p>Head and Neck</p> <p>Normal Abnormal</p> <p><input type="checkbox"/> <input type="checkbox"/> ...Head, Face, Neck (thyroid)</p> <p><input type="checkbox"/> <input type="checkbox"/> ...Nose/Sinuses</p> <p><input type="checkbox"/> <input type="checkbox"/> ...Mouth/Throat</p> <p><input type="checkbox"/> <input type="checkbox"/> ...Pupils equal/reactive</p> <p><input type="checkbox"/> <input type="checkbox"/> ...Ocular Motility</p> <p><input type="checkbox"/> <input type="checkbox"/> ...Ophthalmoscopic Findings</p> <p><input type="checkbox"/> <input type="checkbox"/> ...Speech</p>	<p>Color Vision</p> <p>Normal <input type="checkbox"/></p> <p>Abnormal <input type="checkbox"/></p> <p><u>Check type of test used</u></p> <p>Titmus <input type="checkbox"/></p> <p>Ishihara plates <input type="checkbox"/></p> <p>Farnsworth D-15 <input type="checkbox"/></p> <p>Other test _____</p> <p>Number of correct responses ____ of ____ total number</p>	<p>Intraocular Pressure</p> <p>Right ____ mm/hg <u>Type of test:</u></p> <p style="text-align: right;">Contact <input type="checkbox"/></p> <p>Left ____ mm/hg Non-contact <input type="checkbox"/></p> <p>Depth perception _____ Seconds of ARC or Shepard-Fry %</p> <hr/> <p>Peripheral Vision (Degrees)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Left</td> <td style="width: 50%;">Right</td> </tr> <tr> <td>Temporal ____</td> <td>Temporal ____</td> </tr> <tr> <td>Nasal ____</td> <td>Nasal ____</td> </tr> <tr> <td>Total ____</td> <td>Total ____</td> </tr> </table>	Left	Right	Temporal ____	Temporal ____	Nasal ____	Nasal ____	Total ____	Total ____
Left	Right									
Temporal ____	Temporal ____									
Nasal ____	Nasal ____									
Total ____	Total ____									
<p>Uncorrected vision (Snellen Units)</p> <p>Far Vision Both 20/____ Left 20/____ Right 20/____</p> <p>Near Vision Both 20/____ Left 20/____ Right 20/____</p>		<p>Best Corrected Vision (Snellen Units)</p> <p>Far Vision Both 20/____ Left 20/____ Right 20/____</p> <p>Near Vision Both 20/____ Left 20/____ Right 20/____</p>								

Applicant's Name: _____ Date: _____

MEDICAL HISTORY

- Have you experienced any of the following:**
- Difficulty hearing.....
 - Ringing or buzzing in ears.....
 - Dizziness.....
 - Eardrum Perforation.....
 - Ear Surgery.....
 - Loud, constant noise or music within the last 14 hours
 - Loud, sudden noise in past 14 hours.....
 - Do you wear a hearing aid?.....
 - Are you in a Hearing Conservation Program?.....
 - Do you use hearing protective equipment?.....

Each yes response requires comment below:

- Have you experienced any of the following:**
- Chest Pains.....
 - Ankles or feet swelling.....
 - Leg Pains.....
 - Palpitations (rapid or skipped heart beat).....
 - Mitral Valve Prolapse.....
 - Heart Murmur.....
 - History or diagnosis of heart disease.....
 - Coronary bypass surgery/other heart surgery...
 - Heart attack or stroke.....
 - Abnormal EKG (resting).....
 - Abnormal treadmill EKG.....
 - Heart disease, stroke, or heart attack in parents or siblings prior to age 55.....
 - Cold hands or feet when others are comfortable in same room
 - Numbness in feet/hands.....
 - High blood pressure.....
 - Phlebitis or blood clots.....
 - Problems with breathing, wheezing, persistent cough, shortness of breath.....
 - Bronchitis, asthma.....
 - Exposed to tuberculosis.....
 - Previous positive TB skin test.....
 - History or diagnosis of lung disease or surgery.....
 - Heat/sun stroke.....

Each yes response requires comment below:

Describe Your Current Physical Activity or Exercise Program
 Intensity: Low Moderate High
 Frequency of ___ Days per week. Duration of ___ Minutes per session.
 Activities: _____

AUDIOLOGY (Indicate best results and attach all reports)

FREQUENCY	500Hz	1000Hz	2000Hz	3000Hz	4000Hz	6000Hz	8000Hz
RIGHT EAR							
LEFT EAR							

<u>LEFT EAR</u>			<u>RIGHT EAR</u>	
Normal	Abnormal		Normal	Abnormal
<input type="checkbox"/>	<input type="checkbox"/>	Canal/External Ear	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Tympanic Membrane	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

CARDIO/PULMONARY

Normal	Abnormal	
<input type="checkbox"/>	<input type="checkbox"/>	EKG – Attach with interpretation
<input type="checkbox"/>	<input type="checkbox"/>	Lungs/Chest
<input type="checkbox"/>	<input type="checkbox"/>	Heart (murmur, palpitations, ectopic beats)
<input type="checkbox"/>	<input type="checkbox"/>	Vascular (Varicosities)
<input type="checkbox"/>	<input type="checkbox"/>	Chest X-ray - <i>attach with interpretation</i>

PULMONARY FUNCTION TESTING:
(ATTACH COPY)

%Predicted FVC _____

%Predicted FEV1 _____

%Predicted FEV1/FVC _____

%Predicted FEF 25-75 _____

Comments: _____

VITAL SIGNS

Height _____ Weight _____
 Blood Pressure _____ mm/hg (sitting)
repeat BP if indicated _____ mm hg
 Pulse _____ *repeat if indicated*
 Comments: _____

Body and Skinfold Measurements

Check whether inches or centimeters used

	inch	cm
Circumference of:		
Neck _____	<input type="checkbox"/>	<input type="checkbox"/>
Abdomen _____	<input type="checkbox"/>	<input type="checkbox"/>
Thigh _____	<input type="checkbox"/>	<input type="checkbox"/>
Forearm _____	<input type="checkbox"/>	<input type="checkbox"/>
Biceps _____	<input type="checkbox"/>	<input type="checkbox"/>

Measurement of Skinfold Thickness in millimeters

Males – Chest – The chest measurement is a diagonal fold on the lateral border of the pectoralis major muscle, halfway between the nipple and shoulder crease: _____ **mm**

Abdomen – The fold is located one inch to the right of the umbilicus (navel) and is taken with a vertical skinfold: _____ **mm**

Thigh – The measurement is vertical skinfold location on the front leg halfway between the greater trochanter (hip socket) and patella (knee): _____ **mm**

Female – Triceps – The tricep is measured on the posterior (back) side of the arm, halfway between the acromion process (shoulder joint) and elbow: _____ **mm**

Suprailiac – Measurement is taken as a diagonal fold just above the iliac crest and in line with midaxial (armpit) line: _____ **mm**

Thigh – (Same as male instructions above)
 _____ **mm**

--

--

Applicant's Name: _____ Date: _____

MEDICAL HISTORY

Have you had or do you currently experience any of the following:

	Yes/No		Yes/No
Diabetes.....	<input type="checkbox"/> <input type="checkbox"/>	Tingling in head/hands/legs.....	<input type="checkbox"/> <input type="checkbox"/>
Thyroid disease.....	<input type="checkbox"/> <input type="checkbox"/>	Lack of coordination.....	<input type="checkbox"/> <input type="checkbox"/>
Pituitary gland problem.....	<input type="checkbox"/> <input type="checkbox"/>	Epilepsy (seizures).....	<input type="checkbox"/> <input type="checkbox"/>
Blood disorder.....	<input type="checkbox"/> <input type="checkbox"/>	Tremors/shakiness.....	<input type="checkbox"/> <input type="checkbox"/>
Anemia.....	<input type="checkbox"/> <input type="checkbox"/>	Loss of sensation.....	<input type="checkbox"/> <input type="checkbox"/>
Back pain or injury.....	<input type="checkbox"/> <input type="checkbox"/>	Persistent stomach/abdominal pain.....	<input type="checkbox"/> <input type="checkbox"/>
Back surgery.....	<input type="checkbox"/> <input type="checkbox"/>	Stomach ulcers.....	<input type="checkbox"/> <input type="checkbox"/>
Joint pain, swelling, or injury.....	<input type="checkbox"/> <input type="checkbox"/>	Vomiting blood.....	<input type="checkbox"/> <input type="checkbox"/>
Trouble using hip/knee/shoulder....	<input type="checkbox"/> <input type="checkbox"/>	Persistent diarrhea/constipation.....	<input type="checkbox"/> <input type="checkbox"/>
Trouble walking.....	<input type="checkbox"/> <input type="checkbox"/>	Blood in stool.....	<input type="checkbox"/> <input type="checkbox"/>
Loss of joint/limb movement.....	<input type="checkbox"/> <input type="checkbox"/>	Liver disease.....	<input type="checkbox"/> <input type="checkbox"/>
Loss of strength/muscle weakness...	<input type="checkbox"/> <input type="checkbox"/>	Hepatitis.....	<input type="checkbox"/> <input type="checkbox"/>
Limb or finger amputation/loss.....	<input type="checkbox"/> <input type="checkbox"/>	Gall bladder problems.....	<input type="checkbox"/> <input type="checkbox"/>
Arthritis.....	<input type="checkbox"/> <input type="checkbox"/>	Hernia.....	<input type="checkbox"/> <input type="checkbox"/>
Gout.....	<input type="checkbox"/> <input type="checkbox"/>	Psychiatric/psychologic consultations.....	<input type="checkbox"/> <input type="checkbox"/>
Skin problems.....	<input type="checkbox"/> <input type="checkbox"/>	Episodes of depression.....	<input type="checkbox"/> <input type="checkbox"/>
Urinary pain/infection/bleeding.....	<input type="checkbox"/> <input type="checkbox"/>	Periods of nervousness.....	<input type="checkbox"/> <input type="checkbox"/>
Kidney disease.....	<input type="checkbox"/> <input type="checkbox"/>		
Localized weakness/numbness.....	<input type="checkbox"/> <input type="checkbox"/>		

Are you Left-handed? or Right-handed?
 Are you currently pregnant? Yes No
 Year of last tetanus booster: _____

Each yes response requires comment below:

MEDICATIONS

List medications (prescription and non-prescription) and dosage you are currently taking and reason below: _____

Applicant's Name: _____ Date: _____

MUSCULOSKELETAL

Normal	Abnormal	Yes	No	Capable of performing the following
<input type="checkbox"/>	<input type="checkbox"/> Upper extremities (strength)	<input type="checkbox"/>	<input type="checkbox"/>	Vigorous aerobic exercise program 3 hr/wk (minimum)
<input type="checkbox"/>	<input type="checkbox"/> Upper extremities (range of motion)	<input type="checkbox"/>	<input type="checkbox"/>	Flexibility (sit & reach) test
<input type="checkbox"/>	<input type="checkbox"/> Lower extremities (strength)	<input type="checkbox"/>	<input type="checkbox"/>	Push ups
<input type="checkbox"/>	<input type="checkbox"/> Feet	<input type="checkbox"/>	<input type="checkbox"/>	Pull ups
<input type="checkbox"/>	<input type="checkbox"/> Spine	<input type="checkbox"/>	<input type="checkbox"/>	One and one half mile (1.5) timed run
<input type="checkbox"/>	<input type="checkbox"/> Flexibility	<input type="checkbox"/>	<input type="checkbox"/>	300 meter run
<input type="checkbox"/>	<input type="checkbox"/> Deep tendon reflexes			
<input type="checkbox"/>	<input type="checkbox"/> Other neurological			

Are there medical contraindications for the following?

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Squat and rise without holding on to any object. Maintain squatting and kneeling for up to 45 seconds repeatedly.
<input type="checkbox"/>	<input type="checkbox"/>	Kneel on one knee with arms extended in front of body at eye level for seven (7) seconds.
<input type="checkbox"/>	<input type="checkbox"/>	Assume a one and two-knee kneeling position within two (2) seconds and be able to rise without assistance. Be able to repeat twice.
<input type="checkbox"/>	<input type="checkbox"/>	Maintain a kneeling position for 2-3 minutes repeatedly.

Comments: _____

OTHER MEDICAL SYSTEMS

Normal	Abnormal	
<input type="checkbox"/>	<input type="checkbox"/>	Mental/emotional affect (describe if abnormal)
<input type="checkbox"/>	<input type="checkbox"/>	G-U system
<input type="checkbox"/>	<input type="checkbox"/>	Abdomen, viscera
<input type="checkbox"/>	<input type="checkbox"/>	Rectal/prostate
<input type="checkbox"/>	<input type="checkbox"/>	Skin (scar/unique markings)
<input type="checkbox"/>	<input type="checkbox"/>	Lymphatic
<input type="checkbox"/>	<input type="checkbox"/>	Other

Comments: _____

ALLERGIES

List below those substances to which you are allergic (include medications).

[Redacted area]

Signature

Date

Applicant's Name: _____ Date: _____

FLEXIBILITY TEST

Procedure

Without previous warm-up, the individual sits on the floor with legs out straight ahead. With shoes off, the individual holds a ruler or standard tongue depresser between the feet below the ankles. Both knees are held flat against the floor by the tester. The individual leans forward slowly as far as possible and holds the greatest stretch for two seconds. Make sure there is no jerky movements and that the fingertips remain level and the legs flat.

Scoring and Recording Results

The score is recorded as the distance, measured in centimeters, before or beyond the toes. If the reach is before the toes, the value is negative (-). If the reach is beyond the toes, the value is positive (+). The tester records the score in the space provided on the “Preplacement Medical Examination and History Report” form.

	<u>Men</u>	<u>Women</u>
Exceptional	> +27	> +30
Excellent	+17 to +27	+21 to +30
Good	+6 to +16	+11 to +20
Average	0 to 5	+1 to +10
Fair	-8 to -1	-7 to 0

KNEEL AND STAND TEST

Procedure

The individual kneels on one knee, then on both knees, and stands, without support of any kind. This is repeated at a deliberate, uninterrupted pace for a period of 60 seconds.

Recording Results

The examiner counts the number of complete repetitions without support of any kind and records the number in the space provided on the “Preplacement Medical Examination and History Report” form.

**CITIES REQUIRING AT LEAST ONE PHYSICIAN/FACILITY
WITHIN 60-MILE RADIUS**

Aberdeen, South Dakota

Agana, Guam

Albany, New York

Albert Lea, Minnesota

Albuquerque, New Mexico

Bangor, Maine

Baton Rouge, Louisiana

Bayaman, Puerto Rico

Bemidji, Minnesota

Bend, Oregon

Billings, Montana

Bismarck, North Dakota

Blaine, Washington

Boise, Idaho

Brackettville, Texas

Brewer, Maine

Burlington, Vermont

Burns, Oregon

Butte, Montana

Camp Pendleton, California

Caribou, Maine

Casper, Wyoming

Cedar City, Utah

Champlain, New York

Charleston, South Carolina

Charleston, West Virginia

Charlotte, North Carolina

Charlotte Amalie, St Croix, US Virgin Is

Cheboygan, Michigan

Chickasha, Oklahoma

Chinook, Montana

Chowchilla, California

Cincinnati, Ohio

Cleveland, Ohio

Cody, Wyoming

Coeur d'Alene, Idaho

Columbus, Ohio

Columbia, South Carolina

Coon Rapids, Minnesota

Corpus Christi, Texas

Cranston, Rhode Island

Danville, Illinois

Del Rio, Texas

Des Moines, Iowa

Durango, Colorado

Eagle Pass, Texas

El Centro, California

Eugene, Oregon

Evansville, Indiana

Fairbanks, Alaska

Fort Wayne, Indiana

Fresno, California

Garden City, Kansas

Gary, Indiana

Grand Forks, North Dakota

Grand Junction, Colorado

Grand Rapids, Michigan

Harrisburg, Pennsylvania

Hartford, Connecticut

Havre, Montana

Helena, Montana

Heuvelton, New York

Houlton, Maine

Idaho Falls, Idaho

Indianapolis, Indiana

Jackson, Mississippi

Jacksonville, Florida

Kalispell, Montana

Kansas City, Kansas

Kamas, Utah

Kenner, Louisiana

Ketchikan, Alaska

Knoxville, Tennessee

Laramie, Wyoming

Laredo, Texas

Las Vegas, Nevada

Little Rock, Arkansas

Louisville, Kentucky

Lubbock, Texas

Macon, Georgia

Madison, Wisconsin

Marquette, Michigan

McAllen, Texas	Scottsbluff, Nebraska
Medford, Oregon	Sherman, Texas
Memphis, Tennessee	Shreveport, Louisiana
Metairie, Louisiana	Sioux City, Iowa
Milwaukee, Wisconsin	Sioux Falls, South Dakota
Moline, Illinois	Somerton, Arizona
New Orleans, Louisiana	Southfield, Michigan
Niles, Ohio	Spokane, Washington
Norfolk, Virginia	Springfield, Illinois
North Platte, Nebraska	Springfield, Missouri
Ogdensburg, New York	Sterling, Colorado
Oklahoma City, Oklahoma	Stuttgart, Arkansas
Oxnard-Camarillo, California	Swanton, Vermont
Pawtucket, Rhode Island	Syracuse, New York
Peoria, Illinois	Tallahassee, Florida
Pierre, South Dakota	Tampa, Florida
Pittsburgh, Pennsylvania	Terra Haute, Indiana
Portland, Maine	Topeka, Kansas
Price, Utah	St. Paul, Minnesota
Pueblo, Colorado	Union Gap, Washington
Raleigh, North Carolina	Vernon, Connecticut
Rapid City, South Dakota	Vicksburg, Mississippi
Rock Spring, Wyoming	Virginia Beach, Virginia
Sacramento, California	Wausau, Wisconsin
St. George, South Carolina	Weslaco, Texas
St. Louis, Missouri	Wichita, Kansas
Salt Lake City, Utah	Williston, North Dakota
San Bernardino, California	Wilmington, Delaware
San Pedro, California	Woodbridge, New Jersey
Santa Ana-Justine, California	Yakima, Washington
Santa Monica, California	Yuma, Arizona
Savannah, Georgia	

CITIES REQUIRING A MINIMUM OF TWO PHYSICIANS/FACILITIES
WITHIN 60 MILES

Anchorage, Alaska
Atlanta, Georgia
Baltimore, Maryland
Boston, Massachusetts
Buffalo, New York
Chicago, Illinois
Dallas, Texas
Denver, Colorado
Detroit, Michigan
El Paso, Texas
Harlingen, Texas
Honolulu, Hawaii
Houston, Texas
Kansas City, Missouri
Los Angeles, California
Miami, Florida
Newark, New Jersey
New York, New York
Omaha, Nebraska
Philadelphia, Pennsylvania
Phoenix, Arizona
Portland, Oregon
St. Paul, Minnesota
San Antonio, Texas
San Diego, California
San Francisco, California
San Juan, Puerto Rico
Seattle, Washington
Tucson, Arizona
Washington, D.C.

Past Performance Questionnaire

Solicitation Number:

1. Please complete this questionnaire. Handwritten responses are sufficient. Explanation of codes:

CODE	PERFORMANCE LEVEL
UR	Unknown Risk -- The Offeror has no relevant performance record. A thorough search was unable to identify any past performance information.
VLR	Very Low Risk -- Offeror's past performance record provides essentially no doubt that the Offeror will successfully perform the required effort.
LR	Low Risk -- Offeror's past performance record provides little doubt that the Offeror will successfully perform the required effort..
MR	Moderate Risk -- Offeror's past performance record provides some doubt that the Offeror will successfully perform the required effort.
HR	High Risk -- Offeror's past performance record provides substantial doubt that the Offeror will successfully perform the required effort.
VHR	Very Risk -- Offeror's past performance record provides extreme doubt that the Offeror will successfully perform the required effort.

1. Circle the appropriate letter for each item on the questionnaire and provide narrative justification.

2. Fax completed questionnaires to:

Victoria Short
 (202) 514-3353 (Facsimile)
 (202) 514-1959 (Voice)

Present/Past Performance Evaluation

Solicitation Number: HQ-00-18

Evaluator please complete:

A. Contractor: _____

B. Contract number: _____

C. Estimated contract dollar amount: _____

D. Period of Performance: _____

Name/title, address and phone of person completing questionnaire.

Phone _____ FAX _____