

**Gasper, John**

**From:** [REDACTED]  
**Sent:** Friday, September 25, 2009 4:06 PM  
**To:** Alexander-Giles, Linda; Gasper, John; Miller, George C  
**Cc:** Bumbray, Jose; Syntoria\_Spencer@nbc.gov  
**Subject:** RE: Scanned document from Linda.Alexander  
**Attachments:** Signed Talc PO.pdf

Attached, please find a signed copy of the purchase order.

Please do not hesitate to contact me with any questions or concerns that you may have.

Thanks!!

AMA - Focused on Results!!



[REDACTED]  
Director of Client Services  
**AMA Analytical Services, Inc.**  
4475 Forbes Boulevard  
Lanham, MD 20706  
(301) 459-2640/(800) 346-0961  
(301) 459-2643 Fax  
(410) 562-9699 Mobile

[REDACTED]  
[www.amalab.com](http://www.amalab.com)

**From:** Alexander-Giles, Linda [mailto:Linda.Alexander-Giles@fda.hhs.gov]  
**Sent:** Friday, September 25, 2009 1:22 PM  
**To:** Gasper, John; Miller, George C  
**Cc:** [REDACTED]  
**Subject:** FW: Scanned document from Linda.Alexander

Attached is the purchase order for the talc samples laboratory testing.

Linda Alexander-Giles  
Contracting Officer  
Office of Acquisition and Grants  
System Technology Acquisition Team  
Office: 301-827-7048  
Fax: 301-827-7039

<<466PScanDoc.PDF>>

9/18/2012

AV\_RODRIGUEZN-0001845

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 1061335		PAGE OF 1 13	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER HHSF223200910466P		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		6. NAME JOSE BUMBRAY		b. TELEPHONE NUMBER (No collect calls) 301-827-9215		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY DHHS/FDA/OAGS/DCSC ATTN: Jose Bumbray 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS IHS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO 4300 RIVER ROAD 4300 RIVER ROAD COLLEGE PARK MD 20770		16. ADMINISTERED BY DHHS/FDA/OAGS/DCSC ATTN: Jose Bumbray 5630 FISHERS LANE ROOM 2129, HFA-500 ROCKVILLE MD 20857		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR AMA ANALYTICAL SERVICES, INC. 286421 AMA ANALYTICAL SERVICE INC 447 4475 FORBES BLVD LANHAM MD 20706-4354		18a. PAYMENT WILL BE MADE BY DHHS/FDA/Accounting Operations Br. ATTN: 12345 PARKLAWN DRIVE HFA-720 301-827-3742 OR 866-807-3742 ROCKVILLE MD 20857		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Tax ID Number: 52-1547768 DUNS Number: 196508139 Laboratory survey services for talc-containing products Delivery: 09/27/2010 Appr. Yr.: 2009 CAN: 6991712 Object Class: 252K CenterTag: 31420GMOCAC1045 Period of Performance: 09/28/2009 to 09/27/2010  Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA 2009-6991712-252K-31420GMOCAC1045		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$98,748.00					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		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 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Linda Alexander-Giles</i>			
30b. NAME AND TITLE OF SIGNER (Type or print) Director of Client Services		30c. DATE SIGNED 9/25/2009		31b. NAME OF CONTRACTING OFFICER (Type or print) Linda Alexander-Giles		31c. DATE SIGNED 9-25-09	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	<p>Laboratory Survey Services</p> <p>1. The total cost to process 78 talc-containing products in triplicate to determine asbestiform materials about 234 analyses is a fixed price of \$40,000.</p> <p>2. Indefinite Delivery Indefinite Quantity Line Item - Work under this CLIN shall not exceed the funding amount of \$58,748.00.</p> <p>The period of performance shall commence from the period beginning contract award through twelve (12) months thereafter. At the discretion of the Contracting Officer, the Government may use a the IDIQ line item for the contractor to purchase raw cosmetic grade talc and cosmetic products for analysis beyond the estimated 78 samples and to be reimbursed for costs incurred in the performance of the task orders to include labor and materials or a combination thereof. Each additional Request Task Order Proposal (RTOP) will be issued under the IDIQ line item.</p> <p>52.252-2 Clauses Incorporated By Reference (Feb 1998)</p> <p>Continued ...</p>				98,748.00

32a. QUANTITY IN COLUMN 21 HAS BEEN \_\_\_\_\_ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED     INSPECTED     NOTED:

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32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

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33. SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_

PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

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38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 42a. RECEIVED BY (*Print*) \_\_\_\_\_

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42b. RECEIVED AT (*Location*) \_\_\_\_\_

42c. DATE REC'D (*YY/MM/DD*) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

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NAME OF OFFEROR OR CONTRACTOR  
 AMA ANALYTICAL SERVICES, INC. 286421

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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): <a href="http://www.arnet.gov">http://www.arnet.gov</a></p> <p>52.212-4 Contract Terms and Conditions-Commercial Items (Mar 2009)</p> <p>52-212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Sep 2009)</p> <p>(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:</p> <p>___ (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).</p> <p>___ (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).</p> <p>___ (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).</p> <p>(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:</p> <p>___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).</p> <p>___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).</p> <p>___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub L. 111-5).</p> <p>___ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).</p> <p>___ (5) 52.219-3, Notice of Total HUBZone</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

AMA ANALYTICAL SERVICES, INC. 286421

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Set-Aside (Jan 1999) (15 U.S.C. 657a). ___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). ___ (7) [Reserved] ___ (8) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644). ___ (ii) Alternate I (Oct 1995) of 52.219-6. ___ (iii) Alternate II (Mar 2004) of 52.219-6. ___ (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). ___ (ii) Alternate I (Oct 1995) of 52.219-7. ___ (iii) Alternate II (Mar 2004) of 52.219-7. ___ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)). ___ (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4).) ___ (ii) Alternate I (Oct 2001) of 52.219-9. ___ (iii) Alternate II (Oct 2001) of 52.219-9. ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)). ___ (13) 52.219-16, Liquidated Damages Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). ___ (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ___ (ii) Alternate I (June 2003) of 52.219-23. ___ (15) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). ___ (16) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f). _x_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)). Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

AMA ANALYTICAL SERVICES, INC. 286421

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p><input checked="" type="checkbox"/> (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).</p> <p><input checked="" type="checkbox"/> (20) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).</p> <p><input checked="" type="checkbox"/> (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).</p> <p><input checked="" type="checkbox"/> (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p><input type="checkbox"/> (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).</p> <p><input checked="" type="checkbox"/> (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).</p> <p><input type="checkbox"/> (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).</p> <p><input type="checkbox"/> (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).</p> <p><input type="checkbox"/> (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)</p> <p><input type="checkbox"/> (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)</p> <p><input type="checkbox"/> (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)</p> <p><input type="checkbox"/> (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).</p> <p><input type="checkbox"/> (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).</p> <p><input type="checkbox"/> (ii) Alternate I (Dec 2007) of 52.223-16.</p> <p><input type="checkbox"/> (31) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).</p> <p><input type="checkbox"/> (32) (i) 52.225-3, Buy American Act ?Free</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

AMA ANALYTICAL SERVICES, INC. 286421

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Trade Agreements ? Israeli Trade Act (Feb 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).</p> <p>___ (ii) Alternate I (Jan 2004) of 52.225-3.</p> <p>___ (iii) Alternate II (Jan 2004) of 52.225-3.</p> <p>___ (33) 52.225-5, Trade Agreements (Mar 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).</p> <p>___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).</p> <p>___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).</p> <p>___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).</p> <p>___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).</p> <p>___ (38) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).</p> <p><u>x</u> (39) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).</p> <p>___ (40) 52.232-34, Payment by Electronic Funds Transfer?Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).</p> <p>___ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).</p> <p><u>x</u> (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).</p> <p>___ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).</p> <p>___ (ii) Alternate I (Apr 2003) of 52.247-64.</p> <p>(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

AMA ANALYTICAL SERVICES, INC. 286421

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>[Contracting Officer check as appropriate.]</p> <p>___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).</p> <p>___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).</p> <p>___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).</p> <p>___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).</p> <p>(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.</p> <p>(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.</p> <p>(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</p> <p>Continued ...</p>				



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AMA ANALYTICAL SERVICES, INC. 286421

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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.</p> <p>(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.</p> <p>(e)</p> <p>(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--</p> <p>(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).</p> <p>(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.</p> <p>(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).</p> <p>(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).</p> <p>(vii) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).</p> <p>(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)</p> <p>(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p> <p>    Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).</p> <p>(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)</p> <p>(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)</p> <p>(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).</p> <p>(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.</p> <p>(End of Clause)</p> <p>Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to ?paragraphs (a), (b), (c), or (d) of this clause? in the redesignated paragraph (d) to read ?paragraphs (a), (b), and (c) of this clause.</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR  
AMA ANALYTICAL SERVICES, INC. 286421

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Alternate II (Mar 2009). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:</p> <p>(d)</p> <p>(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to?</p> <p>(i) Examine any of the Contractor?s or any subcontractors? records that pertain to, and involve transactions relating to, this contract; and</p> <p>(ii) Interview any officer or employee regarding such transactions.</p> <p>(e)</p> <p>(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than?</p> <p>(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and</p> <p>(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause?</p> <p>(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).</p> <p>(B) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(C) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(D) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).</p> <p>(E) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).</p> <p>(F) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).</p> <p>(G) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>(H) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p> <p>(I) 2.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>(J) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).</p> <p>(K) 52.222-54, Employment Eligibility Verification (Jan 2009).</p> <p>(L) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110?247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(M) 52.247?64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>Invoice Submission</p> <p>The Contractor shall submit an original invoice and three copies to the address below to receive invoices.</p> <p>Office of Financial Services 12345 Parklawn Drive HFA-720 ROCKVILLE MD 20857</p> <p>An invoice must include-</p> <p>Name and address of the Contractor;</p> <p>Invoice date and number;</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contract number, contract line item number and, if applicable, the order number;</p> <p>Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>Terms of any discount for prompt payment offered;</p> <p>Name and address of official to whom payment is to be sent;</p> <p>Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.</p> <p>Electronic funds transfer (EFT) banking information. The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>POC John Gasper 301-436-1133 Laboratory survey of approximately 78 talc-containing products in triplicate to determine asbestiform materials about 234 analyses. The contractor provide the services Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>indicated under data pack 3 and will provide electron micrographs of fibrous components found in samples, along with x-ray diffraction patterns and/or energy dispersive x-ray analysis spectra used to identify asbestos minerals. The period of performance shall commence from the period beginning contract award through twelve (12) months thereafter.</p> <p>The total amount of award: \$98,748.00. The obligation for this award is shown in box 26.</p>				