

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 53 PAGES
2. CONTRACT NO. 200-2009-29263	3. SOLICITATION NO. 2007-N-09214	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Centers for Disease Control and Prevention Procurement and Grants Office- Branch V PO Box 18070, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070		CODE 436	8. ADDRESS OFFER TO (If other than Item 7)		
Approved as to Form and Legality: _____					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located _____ until local time _____ (Date)

CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Florence P. Black	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (412) 386-4451	C. E-MAIL ADDRESS fpblack@cdc.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52-232-8)</i>	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or Print)</i>	
15B. TELEPHONE NO. AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)			
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEMS G.5 and G.6
24. ADMINISTERED BY (If other than Item 7)	CODE 436	25. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention (FMO) PO Box 15580 404-498-4050 1-800-335-2455 Atlanta, GA 30329--401	
26. NAME OF CONTRACTING OFFICER (Type or print) Florence P. Black	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE 04/27/2009

Section B - Supplies Or Services And Prices/Costs

B.1 Line Items

Base Year (05/01/2009 – 04/30/2010)

ITEM	SUPPLIES / SERVICES	Cost plus award fee
0001	Dose Reconstruction and Related Activities to Support NIOSH's Responsibilities under the EEOICPA	\$29,427,178

Option Year 1 (05/01/2010 – 4/30/2011)

ITEM	SUPPLIES / SERVICES	Cost plus award fee
0002	Dose Reconstruction and Related Activities to Support NIOSH's Responsibilities under the EEOICPA	\$30,238,102

Option Year 2 (05/01/2011 – 4/30/2012)

ITEM	SUPPLIES / SERVICES	Cost plus award fee
0003	Dose Reconstruction and Related Activities to Support NIOSH's Responsibilities under the EEOICPA	\$31,321,476

Option Year 3 (05/01/2012-4/30/2013)

ITEM	SUPPLIES / SERVICES	Cost plus award fee
0004	Dose Reconstruction and Related Activities to Support NIOSH's Responsibilities under the EEOICPA	\$31,404,290

Option Year 4 (05/01/2013-4/30/2014)

ITEM	SUPPLIES / SERVICES	Cost plus award fee
0005	Dose Reconstruction and Related Activities to Support NIOSH's Responsibilities under the EEOICPA	\$32,524,913

B.2 Compensation (Cost Plus Award Fee)

Maximum Contract Amount (see Paragraph B.3 for contract funded amount)

- a. The total estimated contract amount (base year plus four option years) including allowable costs and award fee is **\$154,915,959**.

b. The contractor will not be paid a base fee hereunder; however, the contractor may earn up to the maximum award fee amount based upon an evaluation and determination by the Government as to the contractor's level of performance in accordance with the following conditions and the Cost Plus Award Fee (CPAF) Evaluation Plan included as Attachment I. The specific criteria and points assigned to the criteria may change from period to period to accommodate issues pertinent to the specific award fee period.

c. The estimated costs and maximum award fee amounts are shown in section B.1 Line Items.

d. The contractor's performance shall be evaluated approximately six (6) months from the effective date of the contract and semi-annually thereafter. The Contractor may earn up to the maximum award fee for the highest level of technical performance at the lowest possible evaluated cost. The total available award fee payable for each twelve (12) month period will be divided into two equal amounts, each of which represents the maximum fee the contractor may earn for each six (6) month evaluation period.

e. Award Fee

(1) The contractor's performance hereunder shall be evaluated semi-annually by the Award Fee Evaluation Board composed of individuals appointed by the Chairperson, Award Fee Evaluation Board. The Board will determine whether, and to what extent, the contractor's performance of the preceding six (6) month period warrants payment of a prorated share of the fee pool provided for in the paragraph c. of this section. The Board will make a recommendation to the Fee Determining Official who will establish the final amount to be awarded for the period. The Fee Determining Official for this contract shall be the Contracting Officer.

The award fee shall be subject to the limitation on the Government's obligation in FAR Clause No. 52.232-22, Limitation of Funds, included in Section I.

(2) The contractor will be notified by letter of the award fee payable. Upon receipt of the notification, the contractor may submit an invoice for payment of the balance of the award fee earned but not yet billed for the period evaluated. Payment of the award fee shall be subject to the withholding provisions as set forth in FAR Clause 52.216-7, Allowable Cost and Payment, included in Section I.

(3) During performance of the contract, the contractor may bill monthly and be paid on a provisional basis, five percent (5 %) of the maximum award fee, specified in Paragraph B.2, Subparagraph c. above, for a given period and available for payment pursuant to Paragraph B.3, Funding, below. If the maximum award fee actually earned during any given period is less than the provisional award fee paid to the contractor, the contractor shall reimburse the Government the difference between the provisional award fee paid and the actual award fee earned. The Government may either withhold the difference on subsequent billings or require the contractor to repay the difference by check.

B.3 **Funding**

- a. Total funds currently available for payment and allotted to this contract are **\$14,750,000**.

- b. It is estimated that the amount currently allotted will cover contractor performance through the first award fee period.

- c. The Contracting Officer may allot additional funds to the contract without the concurrence of the contractor.

Section C - Description/Specification/Work Statement

C.1 Background and Need

In October 2000, Congress and President Clinton enacted the Energy Employees Occupational Illness Compensation Act (EEOICPA), establishing a federal compensation program for employees of the Department of Energy (DOE), its contractors and subcontractors, and Atomic Weapons Employers (AWEs). On July 31, 2001, covered employees with cancer, beryllium disease, or silicosis that may be related to work at nuclear weapons production programs of DOE and its predecessor agencies began applying to the Department of Labor (DOL) under the procedures and requirements of 20 CFR Part 30 for lump sum cash benefits of \$150,000 and medical benefits. Also, EEOICPA established a Special Exposure Cohort (SEC) consisting of classes of employees with 22 specific cancers who meet certain other requirements. These employees' cancers are presumed to be radiation related and dose reconstruction may not be required. The EEOICPA permits individuals to petition the National Institute for Occupational Safety and Health (NIOSH) to be added to the SEC.

For most employees with cancer, EEOICPA and the DOL regulation require a determination by DOL that the cancer was "at least as likely as not" caused by the occupational radiation dose incurred by the employee. Criteria and guidelines for making this determination are established by EEOICPA. On May 2, 2002, the Department of Health and Human Services (HHS) published 42 CFR 81 as a final rule in the Federal Register (Vol. 67, No. 85). This rule is used to determine the probability of causation for a claimant's cancer. To make this determination, DOL requests NIOSH to provide an estimate of the radiation dose received by the employee. As discussed in the rule, the radiation dose estimates will first take into account information from personnel monitoring records (for example dosimeter badge readings and bioassay sample analyses) and then apply dose reconstruction methods as necessary.

HHS issued 42 CFR Part 82 as a final rule on May 2, 2002 (Federal Register Vol. 67, No. 85). This rule describes the general methods which NIOSH uses in estimating occupational radiation doses under EEOICPA. These methods are designed to provide fair and efficient processing of a high volume of dose reconstructions.

DOL referred a large number of claims to NIOSH for dose reconstruction during the first five years of the program. As of July 1, 2006, five years after claims could first be submitted, DOL had referred more than 19,500 claims for dose reconstruction. Approximately 5,400 of those were referred within the first year of the program. DOL continues to refer new cases to NIOSH at the rate of about 185 per month.

On September 11, 2002, NIOSH awarded a five-year contract to Oak Ridge Associated Universities (ORAU) to support NIOSH in implementing its responsibilities under EEOICPA. A variety of Technical Basis Documents (TBDs) and Technical Information Bulletins (TIBs) have been received by NIOSH and have been referred by DOL. However since claims continue to be referred to NIOSH by DOL, there will be an inventory of claims still requiring dose reconstruction when contract 200-2002-00593 ends, and it is anticipated that new cases will continue to be referred by DOL at approximately the current rate. All documents related to individual claims are stored in and accessed through the NIOSH Claims Tracking Database. Documents that contain relevant information about EEOICPA covered facilities are stored in and accessed through the Site Research Database.

On May 28, 2004, HHS issued 42 CFR 83 as a final rule (Federal Register Vol. 69, No. 104). This rule describes the procedures HHS will use to designate additional classes of employees as members of the SEC. Classes are added to the SEC when HHS determines that radiation dose reconstruction is not

feasible because the information available is not adequate to allow doses to be reconstructed with sufficient accuracy. NIOSH may initiate the addition of a class on its own, based upon its research into the potential exposures at a covered facility (as described in 42 CFR 83.14); or individuals may initiate the evaluation of a class by submitting a petition to NIOSH documenting reasons why dose reconstruction is not feasible (as described in 42 CFR 83.13). In cases where NIOSH initiates the addition of a class, a simplified petition is obtained from a representative claimant from the class. In both cases NIOSH prepares a petition evaluation report, which describes the information available for reconstructing doses, reaches a conclusion about the feasibility of dose reconstruction, and determines if there was a potential for harm to the members of the class. All petition evaluation reports are presented to the Advisory Board on Radiation and Worker Health for its consideration, and the Board advises the Secretary, HHS on the feasibility of dose reconstruction.

NIOSH will need continuing assistance in order to be able to complete dose reconstructions and process SEC petitions in a timely manner. It is anticipated that technical support will be needed for an additional five-year period. Therefore, NIOSH intends to award a contract for one base year with four one-year options to be exercised at the discretion of the government.

C.2 Project Objective

The objective of this acquisition is to allow NIOSH, through its Office of Compensation Analysis and Support (OCAS), to fulfill its obligations under EEOICPA, performing dose reconstructions for claims referred by DOL and evaluating petitions for additions of classes to the SEC. More specifically, the objectives are to obtain assistance in performing the following activities.

- **Identify data relevant to reconstructing radiation doses and evaluating SEC petitions:** Through site visits, interviews with workers and former workers from affected sites, retrieval of documents from affected sites and from records repositories, internet searches, literature searches, and utilizing information provided by NIOSH, the contractor will investigate the conditions, processes, practices and incidents at DOE and AWE facilities which affect radiation exposures to workers at those sites. Contractor should expect to average one trip per month for these purposes, either to an affected site or to a records repository. The contractor will obtain, review, verify and enter relevant data into the Site Research Database (SRD) or the NIOSH OCAS Claims Tracking System. Examples of the types of information that could be used to evaluate exposure conditions at DOE and contractor facilities are provided in Table 1 – Attachment F.
- **(f)**
- **Claimant Communications:** As directed under 42 CFR Part 82 and consistent with current procedure ORAUT-PROC-0090, “Computer Assisted Telephone Interview Process,” the contractor will conduct computer assisted telephone interviews with claimants, and as appropriate, co-workers and other potential sources of relevant information, providing for review of the data collected by the claimant, and entering the case file data into the NIOSH database system. A copy of ORAUT-PROC-0090 is attached as Attachment I. In addition, the contractor will conduct explanatory close-out interviews with claimants once they have received a draft dose reconstruction report. The purposes of these interviews are to answer any questions the claimant has about the draft dose reconstruction; to ascertain if the claimant has any additional information that was not available to the dose reconstructor; and to advise the claimant of the next steps in the claim process.
- **Dose estimation and reporting:** Consistent with the technical information bulletins, and procedures provided by NIOSH, the contractor will produce and report to NIOSH dose estimates, supporting methodology, and documentation of the factual basis for each claim received by NIOSH from DOL under EEOICPA, and for each claim that NIOSH determines requires re-evaluation because of a

change in case information or dose reconstruction approach. A list of the existing technical guidelines and procedures is provided as Attachment J.

- **Prepare Special Exposure Cohort petition evaluations:** When individuals submit petitions for adding classes to the SEC, the contractor will work with petitioners as necessary to assist petitioners in providing information required for valid petitions, as specified in 42 CFR 83; determine whether petitions ultimately contain the required information and therefore qualify for evaluation; evaluate petitions to determine the feasibility of dose reconstruction and the potential for harm to the members of the class; and document those evaluations in petition evaluation reports. In addition, based on dose reconstruction research, the contractor will identify classes of workers for whom there is not adequate information to reconstruct doses with sufficient accuracy, and will initiate the addition of those classes to the SEC. Throughout the SEC process, the contractor will communicate verbally and in writing with submitters/petitioners as instructed by NIOSH.
- **Technical and program management support:** The contractor will provide information and analyses in support of dose reconstructions that have been completed to respond to requests which NIOSH receives from claimants, petitioners, DOL, the Advisory Board on Radiation and Worker Health, Congress and other parties. NIOSH will assign a schedule for this information as the requests are made, and the completeness and technical quality of the information are subject to NIOSH approval. NIOSH expects to receive 155 such requests each year of the contract. The contractor will provide periodic performance and costs reports as specified by NIOSH, including reports of quality assurance monitoring. The contractor will be available for meetings and teleconferences as needed.

C.3 Scope of Work

The support services that the dose reconstruction contractor will be expected to provide are listed below. The level of support for the quantities described in the Work Quantity Table (Attachment H) will be required during the base year and during each option year. The number of cases to be processed on an annual basis is subject to fluctuation and should be understood that this is not a guarantee of this level of effort. Contractors should assume that, for each year of the contract, 33 SEC petitions will be filed, and claims will be received from a number of sites with no claims previously submitted (see Work Quantity Table Attachment H). Site research will be required for those situations. Technical approaches and some calculational tools will be made available by NIOSH for claims from sites that have been researched prior to this award.

All documents that describe radiation exposures, radiological operations, radiological conditions, and other information useful to performing dose reconstruction, evaluating SEC petitions, or performing other functions of the project will be stored in the SRD. The SRD contains documents that relate to U.S. DOE and AWE sites. These documents can include, but are not limited to, general overview documents, publications for a site that describe a particular process or operation, or reports from a site addressing particular issues such as specific contaminants to which some workers might have been exposed. Project personnel populate and use the database to develop and write TBDs and TIBs, as well as to perform dose reconstructions.

Information relevant to individual claims will be stored in the NIOSH OCAS Claims Tracking System (NOCTS). NOCTS was developed to track the claims made under EEOICPA. The NOCTS application tracks claimant data and documents, and is thus a central repository for all information related to each claim. The web-based interface allows the application to be accessed by any computer equipped with Internet connection and browser software. The primary goal of NOCTS is to facilitate the processing of claims in an efficient and accurate manner. The application also provides an instrument for effective and

timely communications with claimants during this process. Another goal is to establish and maintain interagency communications among all the parties involved in the claims process.

1.0 Identify data relevant to reconstructing radiation doses and evaluating SEC petitions

1.1 Data collection related to claims and petitions: The contractor will collect all known sources of recorded dosimetry, radiation data, and relevant information applicable to completing dose reconstructions for individual claimants and evaluating SEC petitions from classes of employees. This task will include the following:

1.1.1 NIOSH will request from DOE and provide to the contractor individual exposure information for claimants. In coordination with NIOSH and with the cooperation of DOE, the contractor will request from DOE (as necessary) and other entities supplemental information applicable to individual claims or petitions to supplement any such information in the NIOSH claims database. The collection of this information will be conducted under a Memorandum of Understanding that has been established between HHS and DOE, which is provided as Attachment K.

1.1.2 The contractor will synthesize information related to dose reconstruction feasibility into Professional Judgment Papers and Petition Evaluation Reports, providing the basis for the feasibility or infeasibility of constructing radiation dose. Professional Judgment Papers evaluate the bases provided with the SEC petition to determine if they meet the criteria in 42 CFR 83 for a valid petition, i.e. to determine if the petition qualifies. Petition Evaluation Reports are prepared once petitions are qualified and they evaluate the existing information to determine if it is sufficient to perform dose reconstructions for the proposed class. Additional information about the SEC process and examples of Petition Evaluation Reports can be found at <http://www.cdc.gov/niosh/ocas/ocassec.html>.

1.1.3 The contractor will maintain a local office in Cincinnati, Ohio to abstract, enter, or migrate necessary information from DOE and other records into the Site Research Database or NIOSH OCAS Claims Tracking System for use in dose reconstructions or other purposes.

1.1.4 The contractor will monitor the completeness and timeliness of record/information acquisition from DOE and other sources, inform NIOSH, on a monthly basis, of delays, their causes, and involve NIOSH as necessary to obtain their timely resolution.

1.2 Dose reconstruction research: The contractor will research the conditions, processes, practices, and incidents at DOE and AWE facilities relevant to conducting dose reconstructions. This task will include the following:

1.2.1 The contractor will review and analyze records from DOE and AWEs, which will be useful to interpret recorded dosimetry information, to evaluate the adequacy and completeness of dosimetry information, and to substitute for unavailable or incomplete dosimetry information. Plans for site visits and the research to be performed during a site visit must be approved by NIOSH.

1.2.2 With the cooperation of DOE and assistance of worker representatives and others, the contractor will identify and interview current and former DOE/AWE facility line managers, radiation protection personnel, individual workers, and others as appropriate, and analyze the results of these interviews to interpret recorded dosimetry information, to evaluate the adequacy and completeness of dosimetry information, and to substitute for unavailable or incomplete dosimetry information. The extent of these efforts shall be coordinated with and approved by NIOSH prior to initiation of contact with DOE or DOE contractor personnel.

1.2.3 As agreed upon between NIOSH and the contractor, the contractor will develop statistical procedures and assumptions based on dose reconstruction research that can be applied in multiple dose reconstructions, including but not limited to dose reconstructions for employees in specific jobs, performing specific tasks, employed in specific facilities or sites, and related to specific time periods of employment. These statistical procedures will include methods to estimate the uncertainty distributions surrounding internal and external dose reconstructions on a facility specific and time-dependent basis. NIOSH will review and approve such procedures and assumptions.

1.2.4 The contractor will produce and submit to NIOSH reports summarizing methods, data sources, and findings of research on facilities on a schedule specified by NIOSH as the need for the report is identified.

1.2.5 The contractor will research and analyze information pertaining to sites, claims, and dose reconstruction processes in response to questions and technical issues raised about the EEOICPA program by the Advisory Board on Radiation and Worker Health. Results of these efforts will be provided as scheduled by NIOSH.

2.0 Claimant communications

2.1 As directed under 42 CFR 82 and consistent with NIOSH technical guides and procedures, conduct, record, transmit to NIOSH, and report to claimants the results of computer assisted telephone interviews (CATIs) with claimants and, as appropriate, with co-workers and other potential witnesses. Three scripts that cover interviews with claimants who are covered employees, survivors, or co-workers have been prepared. They are provided in Attachment C. Since these scripts have been reviewed and approved by the Office of Management and Budget (OMB) under the requirements of the Paperwork Reduction Act of 1995, any substantive changes will require approval by OMB. NIOSH will provide a usable computerized version of these scripts. The contractor may, however, with review and approval from NIOSH, convert these scripts to a computer program that facilitates more efficient data storage and retrieval.

2.2 The contractor will produce and provide for review by the claimant/interviewee reports of interviews, and enter final reports and their elements as a case file into the claims database no less frequently than weekly.

2.3 The contractor will obtain and enter into the claimant interview case file and research database additional information as may be provided by the claimant in writing to supplement the claim record.

2.4 The contractor will conduct close-out interviews with claimants once they have received their draft dose reconstruction reports in order to answer questions about the dose reconstruction and to explain the next steps in the claim process.

2.5 Although not part of the interview process, the contractor must provide a toll free telephone line to address claimants questions within 30 days of award. This will be in addition to the claimant telephone support service that NIOSH is currently offering.

2.6 The contractor will correspond with claimants informing them that their dose reconstruction has been scheduled once all the information necessary to perform the dose reconstruction has been received, but not before.

2.7 The contractor will designate a point of contact within its organization who is responsible for resolving issues and answering questions from communications with claimants by either NIOSH or the contractor. This point of contact shall have the organizational authority necessary to resolve issues between suborganizations within the contractor's organization in order to provide resolutions and answers.

2.8 When the contractor receives information from a claimant that affects the normal progress of the claim (e.g., identifies an additional cancer not listed on the claim, provides information that affects the draft dose reconstruction, etc.) the contractor shall notify NIOSH's Claimant Information and Communication Team of the reason for the interruption in claim progress. Information of this nature that is received by NIOSH will be communicated promptly to the contractor. In all cases the contractor will communicate the resolution to the claimant.

2.9 Contractor shall provide CATI and close out interview for every claimant for whom a dose reconstruction is performed unless claimant declines to participate. Some claims have multiple claimants, so the number of claimants is larger than the number of dose reconstructions that must be completed. Contractor should plan to complete 1.5 CATIs and close out interviews per dose reconstruction. The estimated CATI close out interviews per week can be found in the Work Quantity Table (Attachment H).

3.0 Dose estimation and reporting

3.1 As directed under 42 CFR Part 82 and consistent with NIOSH Implementation Guides for Internal and External Dose Reconstruction (located at <http://www.cdc.gov/niosh/ocas/ocasdose.html#process>), and technical information bulletins and procedures (both listed in Attachment J), the contractor will produce and report timely dose estimates, supporting methodology, and factual basis for each claim received by NIOSH from DOL under EEOICPA and for claims requiring re-work because of changes in claim information or changes in dose reconstruction policy. The estimated dose reconstructions and re-works annually can be found in the Work Quantity Table (Attachment H).

3.2 The contractor will collect and analyze all available information relevant to dose estimation/reconstruction for each individual claim and produce and transmit to NIOSH a draft report providing dose estimates, methods, and the factual basis upon which the doses were estimated, including a narrative explanation of this information understandable by claimants with a high school education.

3.2.1 Internal and external radiation dose estimates will be calculated for each organ that the claimant presents with a primary cancer. The annual dose to each organ will be calculated from the time of first exposure at a covered facility to the date of cancer diagnosis. As appropriate, a separate dose will be computed for each type of radiation exposure received by the individual, using the exposure types provide for in the NIOSH-Interactive Radio Epidemiological Program (IREP) program. These doses will be reported as equivalent dose using the weighting factors provided in the NIOSH technical guides. As part of NIOSH's ongoing Quality Assurance (QA) program, the contractor may be provided blind test claims on a periodic basis.

3.2.2 Internal dose calculations will be performed using standard metabolic models published by the International Commission on Radiological Protection (ICRP). These calculations will be performed using a NIOSH supplied computer program entitled Integrated Module for Bioassay Analysis (IMBA). This program was specially created for NIOSH to perform internal dose calculations using the most recent physiologically based biokinetic models such as those contained in ICRP publications 56, 67, and 69. Inhalation intakes will be evaluated using the respiratory tract model contained in ICRP publication 66. Any required revisions to the software will be NIOSH's responsibility. The contractor will not have access to the source code.

Within 30 days of award, NIOSH will provide training on the internal dose assessment software for key contractor personnel who are not familiar with the software. Within 30 days after receiving training from NIOSH, the contractor will be responsible for providing and documenting training to members of its technical team who will be involved in conducting dose reconstructions and are not already familiar with the software.

3.2.3 Estimates of missed dose, due to technical limitations in monitoring technology, will be evaluated and included in the claimant's dose reconstruction for both internal and external sources of exposure. In addition, any exposure to diagnostic x-rays that were required as a condition of employment will be estimated and included in the claimant's total organ dose.

3.3 The contractor will review with NIOSH and revise dose reconstructions, as necessary, subject to NIOSH oversight of the dose reconstruction program.

3.4 The contractor will develop statistical procedures and assumptions that may have application for multiple dose reconstructions, including but not limited to dose reconstructions for employees in specific jobs, performing specific tasks, employed in specific facilities or sites, and related to specific time periods of employment. NIOSH will review and approve these procedures and assumptions before they are used to complete dose reconstructions.

4.0 Prepare Special Exposure Cohort petition evaluations

4.1 In accordance with 42 CFR 83 and procedure OCAS-PR-004 (included as Attachment N) the contractor will process and evaluate petitions received from individuals for the addition of classes to the SEC, and will initiate the addition of classes when there is not adequate information to reconstruct radiation doses with sufficient accuracy.

4.2 The contractor will process and evaluate petitions received from individuals for additions of classes to the SEC (the 83.13 process).

4.2.1 With the approval of NIOSH, the contractor will communicate with the petition submitter as necessary in order to obtain the information required in 42 CFR 83 for a petition. Some petitions may be sufficient upon initial receipt, but NIOSH expects that every petition will require communication of this type to obtain information required by 42 CFR 83.

4.2.2 The contractor will determine whether the information ultimately submitted with a petition meets the requirements in 42 CFR 83 and therefore qualifies for evaluation. Contractor will document the basis for this determination using professional judgment and submit it to NIOSH.

4.2.3 For petitions that qualify for evaluation, the contractor shall provide a list of the types of apparent data deficiencies that could potentially make dose reconstructions infeasible, along with the research efforts that the contractor will pursue to remedy each apparent data deficiency, and shall submit the list to NIOSH for review and approval. The schedule for delivering the list will be established by NIOSH upon qualification of a petition, depending on the complexity of the petition.

4.2.4 The contractor shall research information relevant to the feasibility of the dose reconstruction for members of the class; reach determinations about the feasibility of reconstructing doses for members of the class and the potential that members of the class were harmed by their exposure; document those determinations in a petition evaluation report; and submit the petition evaluation report to NIOSH for review and approval. The petition evaluation report must be completed and approved by NIOSH within

180 days from the date the petition was originally submitted to NIOSH, not counting days when NIOSH and the contractor are awaiting additional information from the submitter in order to fulfill the petition qualification requirements of 42 CFR 83.

4.2.5 The contractor will provide additional research and revision to petition evaluation reports to respond to questions raised by the Advisory Board on Radiation and Worker Health (“the Board”). NIOSH anticipates that every petition evaluation report will prompt questions from the Board. The following table contains a selection of the 83.13 SEC petitions that are open as of December 2008, along with the dates on which the Evaluation Reports were completed by NIOSH. These are provided as examples of the duration of the SEC evaluation and Board discussion process.

<i>Site</i>	<i>Date Evaluation Report Completed</i>
<i>Chapman Valve</i>	<i>8/31/2006</i>
<i>Feed Materials Production Center</i>	<i>11/3/2006</i>
<i>Bethlehem Steel</i>	<i>2/27/2007</i>
<i>Hanford</i>	<i>5/18/2007⁽¹⁾</i>
<i>Blockson Chemical</i>	<i>7/3/2007</i>
<i>Pantex</i>	<i>8/8/2008</i>
<i>Nevada Test Site</i>	<i>9/27/2007</i>
<i>Texas City Chemicals</i>	<i>2/1/2008</i>
<i>Mound</i>	<i>12/21/2007</i>
<i>Area IV Santa Susannah Field Laboratory</i>	<i>2/20/2008</i>
<i>General Steel Industries</i>	<i>10/3/2008</i>

(1) Evaluation Report addressed only a portion of the years addressed in the petition. Research continues to address all issues during remaining years.

The progress of many of these sites has required extensive discussion with Working Groups of the Advisory Board on Radiation and Worker Health. The research efforts to prepare for these discussions have, in some cases, gone well beyond the research needs that were originally identified for the petitions. In many cases, Feed Materials Production Center, Hanford, Nevada Test Site, and Mound as examples, significant additional research and document capture has been necessary. The effort associated with these additional discussions is roughly equivalent to the number of Work Group meetings that have been held for a site.

4.3 The contractor will identify classes of workers for whom there is inadequate information to perform dose reconstruction with sufficient accuracy, and initiate adding those classes to the SEC (the 83.14 process).

4.3.1 The contractor will identify potential classes for whom dose reconstruction is not feasible, and will document the basis for that determination. Classes may comprise any portion of the employees at a covered facility and any portion of the duration of the covered period. The class definition and basis for finding it infeasible to reconstruct radiation doses will be submitted to NIOSH for review and approval.

4.3.2 The contractor will propose a representative claimant from each 83.14 class for NIOSH approval. Upon NIOSH approval of a representative claimant, contractor will prepare communications to that claimant about the infeasibility of dose reconstruction and the 83.14 SEC process.

4.3.3 The contractor will prepare a petition evaluation report that documents the basis for finding dose reconstruction infeasible for members of the class and submit the petition evaluation report to NIOSH for review and approval.

4.3.4 The contractor will provide additional research and revision to petition evaluation reports to respond to questions raised by the Advisory Board on Radiation and Worker Health. NIOSH expects that every petition evaluation report will prompt questions from the Board.

5.0 Technical and program management support

5.1 **Technical support:** Provide information and analyses to NIOSH to review individual dose reconstructions, dose reconstruction procedures and practices, or SEC petition evaluations, or to respond to requests by DOL, the Advisory Board on Radiation and Worker Health, Congress, or other stakeholders, and to support NIOSH management in the dose reconstruction and SEC petition evaluation program. This task will include the following:

5.1.1 The contractor will prepare and provide analyses, information and reports to NIOSH in response to reviews of individual dose reconstructions requested by DOL in the adjudication of claims. NIOSH expects four of these requests per year.

5.1.2 The contractor will prepare and provide analyses, information, and reports to NIOSH in response to reviews of dose reconstructions, dose reconstruction procedures, technical documents such as technical information bulletins or technical basis documents, or SEC petition evaluations under EEOICPA by the Advisory Board and other external organizations that may conduct scientific or technical reviews, such as the National Academy of Sciences and the Government Accountability Office. NIOSH expects that the Advisory Board will review and comment on 60 dose reconstruction reports, 8 technical basis documents, and 15 procedures and technical information bulletins (combined) each year. Total requests from other bodies is expected to be four per year.

5.1.3 The contractor will prepare and provide analyses, information, and reports to NIOSH in support of Congressional briefings and in response to Congressional inquiries. NIOSH expects to request contractor assistance for responding to one Congressional inquiry per week and six briefings per year. Inquiries address individual cases, while briefings address program status and site specific information for a single or few sites (e.g., those from a single state).

5.1.4 Within 30 days of award, the contractor will establish practices for using the NIOSH OCAS Claims Tracking System (NOCTS). Any supplementary tracking system established by the contractor must be compatible with and provide current information to NOCTS to support reporting of dose reconstruction process status to claimants.

5.1.5 The contractor will provide records to NIOSH such that NIOSH can comply with requests for records under the Freedom of Information Act and Privacy Act. NIOSH expects to request contractor assistance in approximately six such requests per year.

5.2 **Program management support:** The contractor shall provide comprehensive program management support to NIOSH. This task will include the following:

5.2.1 Within 60 days of award, the contractor will develop and implement a written project management plan and submit it to NIOSH for review and approval. The project management plan will define the organizational structure, management approach, requirements, and tools for planning, implementing, and monitoring work practices which will be used to complete radiation dose reconstructions and to evaluate submissions and petitions for the addition of classes to the SEC.

5.2.2 Within 90 days of award, the contractor will develop, implement and maintain a written quality assurance program for the overall project. The quality assurance program documentation will describe the organizational structure, functional responsibilities, levels of authority, and interfaces for those personnel managing, performing, and assessing the adequacy of work performed as part of this contract.

5.2.3 Within 90 days of award, the contractor will develop and enact procedures for implementing NIOSH's Conflict of Interest Policy, provided as Attachment C. Copies of those procedures will be provided in accordance with the delivery schedule in Section F.

5.2.4 The contractor will prepare and submit to NIOSH monthly performance reports and quarterly cost reports covering all tasks under this contract. The monthly performance report shall include but need not be limited to: the number of dose reconstruction reports submitted to NIOSH for approval; a list of the procedures, technical information bulletins, technical basis documents, or other documents submitted to NIOSH for approval; A list of SEC professional judgment papers and petition evaluation reports submitted to NIOSH for approval; any other products delivered; a status report of information gathering efforts (those completed, underway, and planned), to include document capture efforts, site visits, worker and site expert interviews; a description of issues that must be addressed in order to complete required activities; and a description of the work accomplished and work in progress under the contract.

5.2.5 The contractor will participate in person or by teleconference in project status meetings with OCAS and other topical meetings convened by OCAS. Project status meetings will be scheduled at mutually agreeable times but will be no less frequent than bi-monthly.

5.2.6 The contractor will conduct semiannual program reviews and provide the results of these reviews to NIOSH.

C.4 Technical Requirements

Methodological requirements: The contractor will comply fully for each dose reconstruction with the procedures, methods, and intent specified under 42 CFR 82 and NIOSH technical guides.

Performance requirements: NIOSH will evaluate the adequacy of the contractor's performance using the following quantitative criteria:

1.1 The contractor will complete and transmit to NIOSH 90% of the dose reconstructions (Task 3.1) within 90 calendar days after all information necessary to conduct a dose reconstruction has been received from DOE or other sources.

1.2 The contractor will complete and transmit to NIOSH all dose reconstructions (Task 3.1) within 180 calendar days of the contractor's receipt of the dose reconstruction request. NIOSH must be notified in writing of any difficulty encountered with receiving dose reconstruction information from the DOE. If the contractor believes that data to perform the dose reconstruction are not complete, due to an inability to obtain requested information, NIOSH and the contractor will meet to determine a course of action

1.3 The contractor will meet deadlines established by NIOSH on transactions involving Advisory Board, Congressional, FOIA, and NIOSH designated activities under Task 4.1.

1.4 The contractor will use quality assurance procedures to limit the percentage of completed dose reconstructions that are found by NIOSH to include substantial factual or procedural errors. Targets for percentage returned will be determined as part of the award fee process.

1.5 The contractor will meet mutually deadlines established by NIOSH in completing dose reconstruction research (Task 1.2).

Personnel requirements: NIOSH requires the following performance-related criteria regarding personnel employed by the contractor:

2.1 Each dose reconstruction will be overseen and reviewed, or conducted, by a health physicist who will be identified in the transmittal cover of each dose reconstruction report. All health physicists who review dose reconstructions will have, at a minimum, five years of relevant professional experience. An advanced degree in health physics or a related field may substitute for two years experience. Health physicists who conduct dose reconstructions will have a minimum of a Bachelor's degree in a relevant field or two years of professional experience provided that their work is reviewed by a health physicist with the qualifications specified above.

2.2 Each dose reconstruction interview will be conducted by an interviewer who: (a) has a 4-year college degree at a minimum; (b) has completed training in telephone interviewing techniques and the basic approaches being applied for dose reconstructions under EEOICPA; (c) is familiar with EEOICPA, the general requirements of 42 CFR 82 and the NIOSH technical guides; and (d) is familiar with historical working conditions and work processes at DOE facilities. Two years of relevant experience may be substituted for one year of formal education to satisfy the educational requirements for interviewers. Each dose reconstruction interview will be reviewed by a health physicist.

2.3 Each dose reconstruction interview will be reviewed or conducted by a health physicist.

2.4 All personnel who perform dose reconstruction related work will be trained in the use of standard operating procedures that have been either developed or approved by NIOSH. Records of this training shall be documented.

2.5 The contractor will have at least *five* (5) technical staff members who currently have, or are capable of reinstating in a short time period, a DOE Q clearance. As experience dictates, the contractor will be responsible for maintaining a sufficient number of personnel with DOE Q clearances to accommodate demand. The number needed is not expected to exceed ten (10) at any time

C.5 Reporting Schedule

Contractor shall provide monthly performance reports to NIOSH covering all tasks under this contract. The monthly performance report shall include but need not be limited to: the number of dose reconstruction reports submitted to NIOSH for approval; a list of the procedures, technical information bulletins, technical basis documents, or other documents submitted to NIOSH for approval; A list of SEC professional judgment papers and petition evaluation reports submitted to NIOSH for approval; any other products delivered; a status report of information gathering efforts (those completed, underway, and planned), to include document capture efforts, site visits, worker and site expert interviews; a description of issues that must be addressed in order to complete required activities; and a description of the work accomplished and work in progress under the contract.

Contractor shall provide either with the monthly invoice or within a week of submitting the invoice a Monthly Financial Report breaking out costs by budget category for each Work Breakdown Structure element (e.g., for each task) listing costs by reporting period and cumulatively for the contract.

C.6 Special Considerations

Much of the information obtained and generated during this project is protected by the Privacy Act. All personnel on the project with access to such information must receive Privacy Act training before being allowed access to such information. The Privacy Act training shall include the information described in Attachment B.

All work and work assignments on the project must conform to NIOSH's Conflict of Interest Policy, Attachment C.

On occasion the contractor's work will influence, and will be influenced by, the work of other NIOSH contractors. This will be particularly true regarding the technical support contractor for the Advisory Board on Radiation and Worker Health (ABRWH). Interaction with other NIOSH contractors should occur in the presence of NIOSH unless NIOSH specifically authorizes the separate contact.

C.7 Government Furnished Property

The Government will furnish office furniture, computer servers, personal computers, and accessories, most of which are currently located at 4850 Smith Road, Suite 200, Cincinnati, Ohio. An inventory of the servers, personal computers, software and other information technology equipment available is included as Attachment D.

Section D - Packaging And Marking

There are no clauses/provisions included in this section.

Section E - Inspection And Acceptance

FAR SOURCE	TITLE AND DATE
52.246-5	Inspection of Services - Cost-Reimbursement (Apr 1984)

E.1 Inspection and Acceptance (Jul 1999)

Inspection and acceptance of the articles, services, and documentation called for herein shall be accomplished by the Contracting Officer, or a duly authorized representative (who for the purposes of this contract shall be the Project Officer) at the destination of the articles, services or documentation.

Section F - Deliveries Or Performance

FAR SOURCE **TITLE AND DATE**
 52.242-15 Stop-Work Order (Aug 1989) - Alternate I (Apr 1984)

F.1 Deliverables Schedule

Item #	Description	Quantity	Delivery Date	Deliver To
1	Quality Assurance Program documentation	2 copies	Due 90 calendar days after date of award	Contracting Officer and Project Officer
2	Procedures for implementing the NIOSH Conflict of Interest Policy	2 copies	Due 90 calendar days after date of award	Contracting Officer and Project Officer
3	Certification of internal training on dose assessment software	1 copy	Due 30 days after Government training	Project Officer
4	Sixty dose reconstruction reports and associated files should be delivered per week	1 copy	Due weekly, beginning 60 calendar days after date of award	Project Officer, as an electronic file, in a fashion that updates Claim Tracking Database
5	Response to questions and technical issues raised about the EEOICPA program by the ABRWH	1 copy	Due as scheduled by NIOSH during performance of contract	Project Officer
6	Professional Judgment Papers and Petition Evaluation Reports for SEC Petitions	1 copy	Due as scheduled by NIOSH and as dictated by regulation during performance of contract	Project Officer
7	Semi-Annual Program review	1 copy	Every 6 months from date of award though contract completion	Project Officer
8	Monthly progress reports	2 copies	On or before 15 days after end of reporting period	Project Officer and Contracting Officer
9	Monthly Financial Reports	2 copies	On or before 15 days after end of reporting period	Project Officer and Contracting Officer
10	Subcontracting Reports	1 copy	In accordance with G.11	Contracting Officer

F.2 Period of Performance (Jul 1999)

The period of performance shall consist of a base period of 12 months and four (4) option years, for a total of 60 months.

F.3 Deliverable Documentation

Report Content

(1) Monthly Technical Report

The contractor shall prepare and submit monthly technical progress reports in narrative form which shall contain technical results of the work accomplished during the reporting period as described in section C.5. This report shall be in sufficient detail to disclose all work started and results achieved during the reporting period, an indication of any current problems which may impede performance, the proposed corrective action, and the work forecast for the next period.

(2) Monthly Financial Report

The contractor shall prepare and submit monthly financial reports in accordance with the information described in section C.5. This report is in addition to the cost details which are required under the invoicing clause found at G.6.

(3) The contractor shall submit each of these reports as an email attachment concurrent with shipping hard copies.

Reporting Periods

(1) All monthly reporting periods shall end on the last day of the calendar month.

(i) For contracts awarded (i.e. effective date) on or before the fifteenth (15th) of a calendar month the initial reporting period shall end on the last day of the calendar month during which the contract became effective.

(ii) For contracts awarded (i.e. effective date) on or after the sixteenth (16th) of a calendar month the initial reporting period shall end on the last day of the month immediately following the month during which the contract became effective.

(d) Delivery of Reports

Deliverables to the contracting officer shall be delivered prepaid to the following address:

Centers for Disease Control and Prevention
Procurement and Grants Office
PO Box 18070 (for USPS delivery)
626 Cochrans Mill Road (for common carriers)
Pittsburgh, PA 15236
Attn: Florence Black, Contract Number 200-2009-29263

Deliverables shall be delivered prepaid to the Project Officer designated by the Contracting Officer at time of award.

Section G - Contract Administration Data

G.1 Project Officer (Jul 1999)

Performance of the work hereunder shall be subject to the technical directions of the designated Project Officer for this contract.

As used herein, technical directions are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of work set forth herein. These technical directions must be within the general scope of work, and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in the stated contract price/cost, or any stated limitation thereof. In the event that the Contractor feels that full implementation of any of these directions may exceed the scope of the contract, he or she shall notify the originator of the technical direction and the Contracting Officer in a letter separate of any required report(s) within two (2) weeks of the date of receipt of the technical direction and no action shall be taken pursuant to the direction. If the Contractor fails to provide the required notification within the said two (2) week period that any technical direction exceeds the scope of the contract, then it shall be deemed for purposes of this contract that the technical direction was within the scope. No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract.

The Government Project Officer is not authorized to change any of the terms and conditions of this contract. Changes shall be made only by the Contracting Officer by properly written modification(s) to the contract.

The Government will provide the Contractor with a copy of the delegation memorandum for the Project Officer. Any changes in Project Officer delegation will be made by the Contracting Officer in writing with a copy being furnished to the Contractor.

G.2 Contracting Officer (Jul 1999)

(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

(b) No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the United States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract.

G.3 Reimbursement of Cost (Apr 2000)

(a) For the performance of this contract, the Government shall reimburse the Contractor the cost determined by the Contracting Officer to be allowable (hereinafter referred to as allowable cost) in accordance with the clause entitled Allowable Cost and Payment in Section I, Contract Clauses. Examples of allowable costs include, but are not limited to, the following:

(1) All direct materials and supplies which are used in the performing of the work provided for under the contract, including those purchased for subcontracts and purchase orders.

(2) All direct labor, including supervisory, that is properly chargeable directly to the contract, plus fringe benefits.

(3) All other items of cost budgeted for and accepted in the negotiation of this basic contract or modifications thereto.

(4) Special expenditures which, upon request from the Contractor, the Contracting Officer approves as being an allowable cost under this contract, such as purchase or lease of office furniture or equipment, etc..

(5) All travel costs plus per diem or actual subsistence for personnel while in an actual travel status in direct performance of the work and services required under this contract. These costs will be in accordance with the Contractor's policy and subject to the following:

(i) Air travel shall be by the most direct route using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impractical (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expense offsetting the savings on fare, or would not make necessary connections).

(ii) Rail travel shall be by the most direct route, first class with lower berth or nearest equivalent.

(iii) Costs incurred for lodging, meals, and incidental expenses shall be considered reasonable and allowable to the extent that they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulation (FTR).

(iv) Travel via privately owned automobile shall be reimbursed at not more than the current General Services Administration (GSA) FTR established mileage rate.

(b) Except as stated herein, the Contractor shall not incur costs unless the prior written authorization of the Contracting Officer has been obtained. When costs are incurred without such prior authorization, with the intent of claiming reimbursement as direct costs, it shall be at the contractor's risk.

G. 5 Invoice Submission

(a) The Contractor shall submit one (1) copy of contract invoices to the address shown below:

Centers for Disease Control and Prevention
Financial Management Office
PO Box 15580
Atlanta, GA 30333

(b) The Contractor shall submit one (1) copy of contract invoices to the following address:

Centers for Disease Control and Prevention
Procurement and Grants Office- Branch V
Attention: Florence Black
PO Box 18070 (U.S. Postal Address)
626 Cochrans Mill Road (common carrier address)
Pittsburgh, PA 15236

(c) The Contractor agrees to include (as a minimum) the following information on each invoice:

- (1) Contractor's Name & Address
- (2) Contractor's Tax Identification Number (TIN)
- (3) Contractor's DUNS Number
- (4) Contract Number

- (5) Invoice Number
- (6) Invoice Date
- (7) Total Amount of Invoice
- (8) Name, title and telephone number of person to be notified in the event of a defective invoice

(d) The Contractor shall, in addition to the above requirements, submit a detailed breakout of costs as described in G.6.

(e) The date of receipt of a proper invoice/voucher by the Finance Office shall be used for the purpose of Prompt Payment Act time computations.

G.6 Billing Instructions for Negotiated Cost-Type Contracts

Introduction

Reimbursement procedures related to negotiated cost-type contracts require that Contractors submit to the Government adequately prepared claims. The instructions that follow are provided for Contractors' use in the preparation and submission of invoices or vouchers requesting reimbursement for work performed. The preparation of invoices or vouchers as outlined below will aid in the review and approval of claims and enable prompt payment to the Contractor.

1. Forms to Be Used

In requesting reimbursement, Contractors may use the regular Government voucher form, Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Continuation Sheet," or the Contractor's own invoice form. If the Contractor desires to use the Government's standard forms, a request for the forms may be submitted to the Contracting Officer. If the Contractor uses its own invoice, the billing must conform with the instructions set forth herein.

2. Submission of Invoices or Vouchers

Invoices or vouchers shall be submitted per Section G of the contract. All original invoices or vouchers must be submitted to the Financial Management Office at the address show below:

The Centers for Disease Control and Prevention
Financial Management Office (FMO)
P.O. Box 15580
Atlanta, GA 30333

Or – The Contractor may submit the original invoice/voucher or progress payment via facsimile or email:

Fax: 404-638-5324

Email: FMOAPINV@CDC.GOV

NOTE: Submit to only one (1) of the above locations.

In addition, the contractor shall submit 1 copy of the invoice/voucher or progress payment to the cognizant contracting office previously identified in this contract. These invoices/voucher copies shall be addressed as instructed in G.5.

REMINDER: The original and each copy should be easily identifiable. Vouchers should be *collated*. Failure to submit vouchers in the proper format will delay your payment.

3. Preparation of Invoices or Vouchers

a. Summary of All Costs

A summary of all current costs **must** be shown. This summary consists of a list identifying the general categories and the amounts incurred during the period covered by the billing, together with the portion of fee (if any) payable for that period. The reimbursable costs incurred and the dates of the period for which the charges are claimed must fall within the period specified in the contract. The categories listed below must be shown for subcontractor costs.

b. Details of Costs Claimed

A detailed breakdown **must** be provided to substantiate the categories shown on the summary of costs. The following describes some of the categories that might appear on your billings:

(1) Direct Labor

Direct Labor costs consist of salaries and wages paid for scientific, technical, and other work performed directly for the contract and pursuant to the contract terms. Labor costs, excluding fringe benefits and overtime premium pay, will be billed as follows:

List the titles and amounts for employees whose salaries or wages, or portions thereof, were charged to the contract; show the hourly rate, hours worked, and total amount for each individual. The cost of direct labor, which is charged directly to the contract, must be supported by time records maintained in the contractor's office.

For subcontracts using fully burdened labor rates, *List the titles and amounts for employees whose salaries or wages, or portions thereof, were charged to the contract; show the hourly rate and hours worked, and amount for each individual.*

(2) Fringe Benefits

If it is the Contractor's established practice to treat fringe benefits as a direct cost, such costs should be billed separately as a single item.

NOTE: Fringe benefits, bonuses, etc., are usually treated as indirect costs for inclusion in the overhead pool; however, they may be treated as direct labor costs or as an "Other Direct Charge" if such treatment is in accordance with the Contractor's established accounting procedures.

(3) Premium Pay

Premium pay is the difference between the rates and amounts paid for overtime or shift work and amount normally paid on a straight time basis. Generally such pay is not included in the direct labor base and **should not be included** in the billing for "direct labor" unless the Contractor has consistently followed this practice in the past as a matter of policy. Premium pay of any kind unless provided for in the contract **must** be authorized by the Contracting Officer **in advance**. Billings for unauthorized premium pays have caused frequent delays in payment due to suspensions and exchange of correspondence. Citations of authorization for premium pay will avoid delays in payment. Authorized premium pay may be shown as a single item on the summary of costs. However, it must be separately itemized for each position, or job category, showing the amount, and a citation of the Contracting Officer's letter of authorization on the continuation sheet of the invoice or voucher.

(4) Materials and Supplies

Only those items, which the Contractor normally treats as "direct costs", should be claimed under this heading. Major classifications of material **only** should be billed separately under appropriate classification. Items costing less than \$25.00 may be listed by category of materials or supplies. Show the description and dollar amount of individual classifications. All such charges **must be supported** by the Contractor's office records.

(5) Travel

When authorized in the contract as a direct cost, travel costs that are directly related to specific contract performance may be billed as a direct cost. Travel cost detail must show:

- (a) Name of traveler and official title,
- (b) Purpose of trip,
- (c) Dates of departure and return to starting point (station or airport),
- (d) Transportation costs, identified as to rail, air, private automobile (including mileage and rate) and taxi.
- (e) If claim for subsistence is on per diem basis, show number of days, rate and amount, as authorized in contract. If claim is based on actual cost of subsistence, show, on a daily basis, the amounts claimed for lodging and meals separately.
- (g) Reference to Contracting Officer's letter of authorization if required by contract.

(6) Consultant Fees

Identify the consultant by name, number of days utilized, and amount of fee.

(7) Equipment

Nonexpendable personal property *must* be specifically approved in writing by the Contracting Officer or authorized by the terms of the contract. Billing data must include a description of item, make model, quantity, unit cost, total cost, and date approved by the Contracting Officer, if applicable. A copy of the vendor's bill may be submitted in lieu of the identifying information.

(8) Burden

Pending establishment of final contract indirect cost rates for each of the Contractor's fiscal years, the Contractor will be reimbursed based on a submittal of provisional rates as set forth in the contract. The contract may provide for more than one type indirect cost rate, such as overhead rate, and general and administrative expense rate, in which case the direct cost bases (e.g., direct labor, total direct cost, etc.)

(9) Award Fee

See section B.

c. Cumulative Amount Claimed

The Contractor must show the cumulative amounts claimed by categories from the contract award date through the date of the current invoice or voucher, as well as the estimated cost to complete per category.

QUICK CHECKLIST FOR INVOICE SUBMISSION:

- Standard Forms 1034 and 1035 recommended. If submitting own forms, statement must conform to billing instructions
- Quarterly billing as a minimum
- Vouchers should be collated
- Detail of Cost Claimed

G.7 Evaluation of Contractor Performance (Service) (Jan 2000)

(a) Purpose

In accordance with FAR 42.1502, the Contractor's performance will be periodically evaluated by the Government, in order to provide current information for source selection purposes. These evaluations will therefore be marked "Source Selection Information."

(b) Performance Evaluation Period

The Contractor's performance will be evaluated at least annually.

(c) Evaluators

The performance evaluation will be completed jointly by the Project officer and the Contracting officer.

(d) Performance Evaluation Factors

The contractor's performance will be evaluated in accordance with the attachment listed in Section J titled contractor Performance Report .

(e) Contractor Review

A copy of the evaluation will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor shall submit comments, rebutting statements, or additional information to the Contracting Officer within 30 calendar days after receipt of the evaluation.

(f) Resolving Disagreements Between the Government and the Contractor

Disagreements between the parties regarding the evaluation will be reviewed at a level above the Contracting Officer. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, contractor's response, and review comments, if any, will be retained as part of the evaluation.

(g) Release of Contractor Performance Evaluation Information

The completed evaluation will not be released to other than Government personnel and the contractor whose performance is being evaluated. Disclosure of such information could cause harm both to the commercial interest of the Government and to the competitive position of the contractor being evaluated as well as impede the efficiency of Government operations.

(h) Source Selection Information

Departments and agencies may share past performance information with other Government departments and agencies when requested to support future award decisions. The information may be provided through interview and/or by sending the evaluation and comment document to the requesting source selection official.

(i) Retention Period

The agency will retain past performance information for a maximum period of three years after completion of contract performance for the purpose of providing source selection information for future contract awards.

G.8 Contract Communications/Correspondence (Jul 1999)

The Contractor shall identify all correspondence, reports, and other data pertinent to this contract by imprinting thereon the contract number from Page 1 of the contract.

(End of Clause)

G.9 Payment by Electronic Funds Transfer (Dec 2005)

(a) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, in Section I, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) In addition to Central Contractor Registration, the contractor shall make the designation by submitting the form titled “ACH Vendor/Miscellaneous Payment Enrollment Form” to the address indicated below. **Note:** The form is either attached to this contract (see Section J, List of Attachments) or may be obtained by contacting the Contracting Officer or the CDC Financial Management Office at (404) 498-4050.

(c) In cases where the contractor has previously provided such designation, i.e., pursuant to a prior contract/order, and been enrolled in the program, the form is not required unless the designated financial institution has changed.

(d) The completed form shall be mailed after award, but no later than 14 calendar days before an invoice is submitted, to the following address:

The Centers for Disease Control and Prevention
Financial Management Office (FMO)
P.O. Box 15580
Atlanta, GA 30333
Or – Fax copy to: 404-638-5342

G.10 Negotiated Indirect Cost Rates

(a) Notwithstanding the provisions of the clause entitled Allowable Cost and Payment in Section I, Contract Clauses, allowable billing for indirect costs under this contract shall be in accordance with the negotiated indirect rates and bases as confirmed by contractor’s proposal dated March 23, 2009.

(b) The above rates are provisional billing rates only and shall apply from the date of award until such time as the contract is modified. The contractor must provide timely notice of any revised rate agreement, and the rates applied and billed to this contract may not be changed until the revised agreement has been accepted via contract modification.

G.11 Electronic Subcontracting Reporting System (eSRS) (Dec 2005)

The contractor shall register with the Electronic Subcontracts Reporting System (eSRS) for the submission of its Individual Subcontract Report (SF 294) and the Annual Summary Reports (SF 295). Before registering in eSRS, the contractor information must be correct in Central Contractor Registration database. The eSRS is a world wide web-based application available at: <http://www.esrs.gov>. The eSRS website provides training and instruction for data submission.

G.12 Subcontracting Plan

The Contractor's subcontracting plan dated March 24, 2009, submitted in response to Solicitation 2007-N-09214, is hereby incorporated into this contract by reference

Section H - Special Contract Requirements

H. 1 HHSAR 352.270-5 Key Personnel (January 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

.2 Key Personnel Listing

<u>Name</u>	<u>Job Title</u>
Kate Kimpan – ORAU	Project Director
Jim Griffin – MJW Technical Services	Deputy Project Director
John Byrne -- Dade Moeller & Associates	Manager, Data Collection and DR Research
Pat Kraps – MJW Technical Services	Manager, Claimant Communications
Ed Maher – Dade Moeller & Associates	Manager, Dose Estimation and Reporting
Matt McFee – MJW Technical Services	Manager, SEC Petition Evaluations
Jennifer Holt – ORAU	Manager, Program Management and Support

H.3 Security Clearance Requirements (Jul 1999)

(a) Definitions.

“Employees” means both contractor and subcontractor employees unless otherwise noted:

The phrase “CDC owned or leased facilities” includes ATSDR, NIOSH/PRC/Pittsburgh, Pa.; NIOSH/Morgantown, W.V.; NIOSH/SRC/Spokane, Wa.; NIOSH/Cincinnati, Ohio; NCHS/Research Triangle Park, N.C.; NCHS/Hyattsville, Md. NCID/Fort Collins, Colorado; NCID/Anchorage, Alaska, and NCID/San Juan, Puerto Rico.

(b) General

All contract employees who will be performing work under this contract on-site (i.e., in a CDC owned or leased facility) for a period exceeding 90 days in duration (45 days if employee is designated to work in Building 10, 15, or 17 at 1600 Clifton Road, Atlanta, GA, or at CDC’s Lawrenceville, GA facility) shall receive a favorable suitability determination prior to reporting to work at an on-site facility. Any contract employee(s) who cannot obtain a favorable suitability determination, will not be permitted to work at an on-site facility (see paragraph B below on temporary determinations.)

The Contractor shall be responsible for managing its workforce to ensure that sufficient contract employees who meet all suitability requirements are available to perform the duties required under the contract. New or replacement contract employees must have previously received a favorable suitability determination in sufficient time to perform work at an on-site facility under the contract. If it has been over one (1) year since a contract employee has worked

in a position on a Federal contract for which a security clearance was required, a new National Agency Check and Inquiry (NACI) must be obtained.

(c) Temporary Determinations/Clearances

The Contracting Officer may, as appropriate, authorize and grant temporary suitability determinations to contract employees. However, the granting of a temporary determination shall not be considered as assurance that full clearance will follow. The granting of a temporary determination shall not prevent, preclude or bar the withdrawal or termination of any temporary determination. Prior to the Government's issuance of a temporary determination, the Contractor shall obtain and provide to the Contracting Officer a state-wide criminal records check for all on-site contract employees. The Contractor shall also obtain and provide to the Contracting Officer a state-wide motor vehicle violations check for any contract employee required to operate a motor vehicle as part of their duties under the contract at an on-site facility. All criminal record checks and motor vehicle violation checks shall cover a twelve (12) month period beginning twelve (12) months prior to the date of the contract award. Criminal record checks and motor vehicle violation checks may be obtained through local state, county or city law enforcement agencies at contract employees place of residence. Where state-wide criminal record and motor vehicle violation systems are not available, county-wide or city-wide checks may be substituted. All substitutions shall be certified by the law enforcement agency that a state-wide criminal record system is not available.

(d) Required Information for NACI Clearance:

Unless otherwise specified, the Contractor shall submit the completed forms specified below to the appropriate office as directed by the Contracting Officer not later than 5 calendar days from the effective date of the contract. Items (1) through (6) must be completed by contract employees who require access to on-site facilities in the performance of the contract. Additionally, the contractor shall furnish, on a monthly basis, item (7) (if the information requested in Item (7) is provided as part of the Contractor's standard invoice, no additional submission is required). The Government will furnish the necessary forms to the Contractor.

(1) two (2) completed Forms FD-258, "FBI Fingerprint Charts"***

(2) one (1) completed Standard Form 85, "Questionnaire for Non-Sensitive Positions"

(3) one (1) completed "Declaration for Enrollment"

(4) one (1) resume or curriculum vitae or completed job application form

(5) one (1) copy of the state-wide criminal records check

(6) one (1) copy of the motor vehicle violations check (when applicable)

(7) a complete listing of all current Contractor and Subcontractor on-site employees by name, work location and employer.

*** The CDC, Human Resource Management Offices (HRMO) have the necessary equipment to complete fingerprint charts (FD-258). The Contractor may contact the Contracting Officer for arrangements regarding utilization of the HRMO fingerprinting equipment. The fingerprint charts may also be completed through a local state, county or city law enforcement agency at the employee's place of residence.

Using the required information specified above, a National Agency Check and Inquiry (NACI) will be processed by the CDC through the Office of Personnel Management and the Federal Bureau of Investigations (OPM/FBI) on each contract employee who will be performing duties on-site.

(d) Removal of Contractor Employees

The Contracting Officer may request the Contractor to immediately remove any contract employee from the on-site facility who has failed to receive a suitability determination and whose continued employment is deemed contrary to

the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the on-site facility and its population. The Contracting Officer may also request the Contractor to immediately remove any contract employee from the on-site facility should it be determined that the individuals are being assigned to duty who have been disqualified for suitability reasons, or who are found to be unfit for performing duties during their tour(s) of duty. Contract employees who are requested to be removed from the on-site facility are required to leave the work site immediately.

The Contracting Officer will make all determinations regarding the removal of any contract employee from the on-site facility, except under certain conditions. When a Contracting Officer is not available, either during the day or after normal business hours, or in situations where a delay would not be in the best interest of the Government, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population, the Project Officer will have the authority to direct immediate removal of the contractor employee from the on-site facility. The Contracting Officer shall subsequently provide the official notification to the Contractor for removal of a contract employee from the CDC facility. When removal is directed due to a nonsuitability determination as a result of the NACI, no further information will be provided. If removal is directed for other reasons relating to specific conduct of the employee during performance of the work, the Contracting Officer's official notification will provide information as to these reasons.

(e) Identification Badges/Cardkey Access:

(1) Identification Badges:

The Contractor shall require each contract employee who has been authorized unescorted access to an on-site facility, either through the temporary clearance process or the formal NACI process, to display an identification badge as required and furnished by the CDC. The Contractor shall submit to the Project Officer a completed Identification Badge Request Form (CDC Form 0.1137) for each contract employee who has been authorized unescorted access to a on-site facility. Contact the Project Officer for details on additional procedures, specific addresses and hours of business for issuance of Identification Badges for all other CDC locations.

(2) Cardkey Access:

Unescorted access to certain on-site facilities at CDC may only be gained through the use of a Cardkey. If a contract employee has been determined to need regular unescorted access to one of the Cardkey access designated areas, a Cardkey Request Form (CDC Form 0.834) must be completed and submitted to the Project Officer for written approval. Contact the Project Officer for details of procedures and specific addresses and hours of business for issuance of Cardkey Access.

(3) Return of Identification Badges/Cardkeys

The Contractor shall arrange for the return of any employee identification badges and/or cardkeys immediately upon their separation of the duties at the on-site facility. Contact the Project Officer for location of the depositories for the return of badges. Cardkeys shall be returned to the appropriate Physical Security Activity Office.

H.4 Prohibition on the Use of Appropriated Funds for Lobbying Activities (Jul 1999)

The contractor is hereby notified of the restrictions on the use of Department of Health and Human Service's funding for lobbying of Federal, State and Local legislative bodies.

Section 1352 of Title 10, United States Code (Public Law 101-121, effective 12/23/89), among other things, prohibits a recipient (and their subcontractors) of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds (other than profits from a federal contract) to pay 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 in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any

cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement. For additional information of prohibitions against lobbying activities, see FAR Subpart 3.8 and FAR Clause 52.203-12.

In addition, the current Department of Health and Human Services Appropriations Act provides that no part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support, or defeat legislation pending before the Congress, or any State or Local legislature except in presentation to the Congress, or any State or Local legislative body itself.

The current Department of Health and Human Services Appropriations Act also provides that no part of any appropriation contained in this Act shall be used to pay the salary or expenses of any contract or grant recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress, or any State or Local legislature.

H.5 Smoke Free Environment (Jul 1999)

In compliance with Department of Health and Human Services (DHHS) regulations, all contractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times. This policy prohibits smoking in all CDC/ATSDR buildings and in front of buildings which are open to the public. This policy is also applicable to contractor personnel who do not work full-time within CDC/ATSDR facilities, but are attending meetings within CDC/ATSDR facilities.

H.6 Representations, Certifications and Other Statements of Offerors (Jul 1999)

The Representations, Certifications and Other Statements of Offerors signed by Homer S. Fisher, ORAU Interim President, and dated March 23, 2009, are hereby incorporated by reference, with the same force and effect as if they were given in full text.

H.7 Privacy Act Applicability (Apr 2000)

(a) Notification is hereby given that the Contractor and its employees are subject to criminal penalties for violation of the Privacy Act to the same extent as employees of the Government. The Contractor shall assure that each of its employees knows the prescribed rules of conduct and that each is aware that he or she can be subjected to criminal penalty for violation of the Act. A copy of 45 CFR Part 5b, Privacy Act Regulations, may be obtained at the following website : http://www.access.gpo.gov/nara/cfr/waisidx_02/45cfr5b_02.html

(b) The Project Officer is hereby designated as the official who is responsible for monitoring contractor compliance with the Privacy Act.

(c) The Contractor shall follow the Privacy Act guidance as contained in the Privacy Act system notice provided in Section J, List of Attachments.

H.8 Data Subject to Confidentiality Requirements (May 1998)

The type(s) of data subject to the clause at 352.224-70, Confidentiality of Information, which has been incorporated by reference in Section I, are as follows:

"All data generated by work under this contract, including any personal identifying information."

Following are the requirements for handling these data:

"Data must be handled in accordance with the protocols developed for the project and in accordance with any data handling directions provided by the Project Officer."

H.9 Observance of Legal Holidays and Administrative Leave (Government Facilities Performance) (Jan 2000)

(a) Holidays

Government personnel observe the following listed days as holidays:

New Year's Day
Martin Luther King Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by Presidential proclamation

The Contractor shall observe the above holidays on the date observed by the Government. Observance of such days by Government personnel shall not "on-its-face" be cause for an additional period of performance, or entitlement of compensation except as set forth within the contract. Contractor employees performing duties within Government facilities are automatically relieved from duty by virtue of the fact that Government employees are dismissed early or given the day off, (with the exception of 24-hour/day service requirements). No form of holiday or other premium compensation will be reimbursed; however, this does not preclude reimbursement for authorized overtime work.

(b) Unscheduled Facility Closures

In the event the Government facilities are closed due to inclement weather, potentially hazardous conditions, and other special circumstances, contractor personnel assigned to work within those facilities are automatically dismissed. In this instance, the cost of salaries and wages for the period of any such excused absence may be charged in the same manner as the effected employee's regular time (direct cost for those employees whose salaries are normally a direct cost; indirect cost for those employees whose salaries are normally an indirect cost), provided that such charges are in accordance with the contractor's accounting system/policy. In each instance, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his duly appointed representative.

H.10 Government Property (Jan 2000)

(a) Government-Furnished Property (GFP). The Government reserves the right to supply the Contractor, as Government-furnished property, any additional supplies, equipment, and materials determined by the Contracting

Officer to be necessary and in the best interest of the Government in the performance of this contract provided the property is furnished, or the Contractor is notified of the Government's intent to furnish it, prior to the Contractor's commitment to acquire such items.

(b) Contractor-Acquired Property (CAP). Regardless of the place of performance, when the costs of such items will be charged to the contract, the Contractor must receive written consent from the Contracting Officer prior to purchase of any item which requires such consent under FAR 52.244-2 (see Section I, FAR 52.244-2, paragraphs (c), (d) and (e)).

(c) If performance of this contract is within and on Government facilities, and the Government-furnished property or contractor-acquired property is for use only within or on the Government facilities, the control and accountable record keeping for such property shall be retained by the Government (see FAR 52.245-1, Property Records). The Contractor shall remain accountable for loss or damage, but will not be required to submit an annual inventory or place its own bar codes on the items. The Government will provide property labels and other identification for contractor-acquired Government property under this paragraph.

(d) If performance of this contract is not within Government facilities, and there is either Government-furnished property or contractor-acquired property being used in performance of the work, the Contractor shall be responsible for the control and accountable record keeping for such property in accordance with FAR Subpart 45.5 as supplemented by HHS Publication (OS) 74.115 entitled "Contractor's Guide for Control of Government Property," a copy of which will be provided upon request.

(e) The Chief of Material Management Branch, PGO, Centers for Disease Control and Prevention (CDC), is hereby designated as the Property Administrator for this contract. The Contractor agrees to furnish information regarding the Government property under this contract to the Property Administrator, an authorized representative, or a duly designated successor(s). The Contractor shall identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator, and shall follow the guidance set forth in the "Contractor's Guide for Control of Government Property."

H. 11 HHS-OCIO Standard for Security Configurations (Jan 2009)

1. Contractor computers containing HHS data shall be configured with the applicable Federal Desktop Core Configuration (FDCC) (<http://nvd.nist.gov/fdcc/index.cfm>), and shall have and maintain the latest operating system patch level and anti-virus software level.

2. The Contractor shall apply approved security configurations to information technology that is used to process information on behalf of the Department, its Operating Divisions (OPDIVs) and Staff Divisions (STAFFDIVs).

Such approved security configurations shall be identified jointly by the OPDIV/STAFFDIV Contracting Officer's Technical Representative (COTR) and Chief Information Security Officer (CISO). Approved security configurations include, but are not limited to, those published by the Department, by the OPDIV/STAFFDIV, and by the National Institute of Standards and Technology (NIST) at <http://checklist.nist.gov>. OPDIVs/STAFFDIVs may have security configurations that are more stringent than the minimum baseline set by the Department or NIST. When incorporating such security configuration requirements in solicitations and contracts, the OPDIV CISO shall be consulted to determine the appropriate configuration reference for a particular system or services acquisition.

3. The Contractor shall ensure applications operated on behalf of the Department or OPDIV/STAFFDIV are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall use Security Content Automation Protocol (SCAP)-validated tools with FDCC Scanner capability to ensure its products operate correctly with FDCC configurations and do not alter FDCC settings. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The contractor shall ensure currently supported versions of information technology (IT) products meet the latest FDCC major version and subsequent major versions.

4. The Contractor shall ensure applications designed for end users run in the standard user context without requiring elevated administrative privileges.
5. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above
6. Federal Information Processing Standard 201 (FIPS-201) compliant, Homeland Security Presidential Directive 12 (HSPD-12) card readers shall: (a) be included with the purchase of servers, desktops, and laptops; and (b) comply with FAR Subpart 4.13, *Personal Identity Verification*.
7. The Contractor shall ensure all its subcontractors which perform work under this contract (at all tiers) comply with the above requirements.

H.12 Security Encryption for Sensitive Information (Jan 2009)

1. The Contractor shall use FIPS 140-2 (as amended) compliant encryption to protect all instances of HHS sensitive information during storage and transmission.
2. The Contractor shall verify that the selected encryption product has been validated under the Cryptographic Module Validation Program (<http://csrc.nist.gov/cryptval/>) to confirm compliance with FIPS 140-2 (as amended). The Contractor shall provide a written copy of the validation documentation to both the Contracting Officer and the Contracting Officer's Technical Representative (COTR).
3. The Contractor shall use the Key Management Key on the HHS personal identification verification (PIV) card; or alternatively, the Contractor shall establish and use a key recovery mechanism to ensure the ability for authorized personnel to decrypt and recover all encrypted information.
4. The Contractor shall securely generate and manage encryption keys to prevent unauthorized decryption of information, in accordance with FIPS 140-2 (as amended).
5. The Contractor shall: ensure that this standard is incorporated into the Contractor's property management/control system; or establish a procedure to account for all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive HHS information.
6. The Contractor shall ensure that all of its employees, subcontractors (at all tiers), and employees of each subcontractor, who perform work under this contract/subcontract, comply with the above requirements.

H.13 Working with Classified Material (Jan 2009)

Neither NIOSH-OCAS nor its contractor will take possession of classified material. NIOSH and the contractor make take possession of Unclassified Controlled Nuclear Information (UCNI), in accordance with requirements established by relevant regulations.

Classified material will be reviewed and cleared by NIOSH or contractor staff at a DOE classified material holding location. Any notes or other material generated during those reviews will be reviewed by DOE before they are released from the location. No work may be done with project computers in those areas.

At some DOE sites, most notably Savannah River, NIOSH searches of databases for documents have identified some that are held in classified storage areas as potentially containing information that could resolve a particular dose technical issue. In these cases, NIOSH has adopted the following practice to facilitate the release of information that is truly desired, while not requiring review of material identified in the document search that is not useful.

Instead of attempting to have DOE declassify all the documents identified in the database search, NIOSH will send Q cleared individuals to the document storage location in order to review the classified documents to determine if information in those documents is useful. Only information that will be useful to the project is submitted to DOE for the time-consuming review process for release or declassification. The contractor is expected to participate in this process as the contract proceeds.

Working with unclassified material (including cleared notes from classified reviews)

Any document that addresses a DOE site or AWE site, or a combination of sites, must be reviewed for sensitive material on two separate occasions. These reviews will occur either at the affected site or at DOE Headquarters. The contractor should designate a single point of contact to communicate about document submission, review, and process with NIOSH and DOE.

First, the initial draft document must be reviewed by the corresponding DOE/AWE site contact prior to being disseminated for review within the contractor's organization. Upon receiving a cleared version from DOE, the contractor may then circulate it for internal technical review and submit the approved version to NIOSH.

Second, after NIOSH has reviewed and approved the document, NIOSH will submit the final document to DOE for review prior to being made available to the general project personnel (NIOSH and contractor), or to the public (for instance, by posting on the NIOSH-OCAS website).

H.14 Non-Disclosure Agreements for Contractor and Contractor Employees – Mar 2006

- (a) The contractor shall prepare and submit a Non-Disclosure Agreement (NDA) to the Contracting Officer prior to access of government information or the commencement of work at CDC.
- (b) The NDA made part of this clause, exhibit I and II, is required in service contracts where positions and/or functions proposed to be filled by contractor's employees will have access to non-public and procurement-sensitive information. The NDA also requires contractor's employees properly identify themselves as employees of a contractor when communicating or interacting with CDC employees, employees of other governmental entities (when communication or interaction relates to the contractor's work with the CDC), and members of the public. The Federal Acquisition Regulation (FAR) 37.114 (c), states "All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed."
- (c) The Contractor shall inform employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.
- (d) During the contract performance period, the Contractor is responsible to ensure that all additional or replacement contractors' employees sign a NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.
- (e) Contractor employees in designated positions or functions that have not signed the appropriate NDA shall not have access to any non-public, procurement sensitive information or participate in government meeting where sensitive information maybe discussed.

- (f) The Contractor shall prepare and maintain a current list of employees working under NDAs and submit to the Contracting Officer upon request during the contract period of performance. The list should at a minimum include: contract number, employee's name, position, date of hire and NDA requirement.

EXHIBIT I
Centers for Disease Control and Prevention (CDC)
Contractor Non-Disclosure Agreement

I. Non-public Information

[Name of contractor] understands that in order to fulfill the responsibilities pursuant to [Contract name and number] between the Centers for Disease Control and Prevention and [Name of CDC contractor] dated [date], employees of [contractor] will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

In order to properly safeguard non-public information, [contractor] agrees to ensure that prior to being granted access to government information or the commencement of work for the CDC, whichever is applicable, all employees will sign a Non-Disclosure Agreement (NDA) provided by the CDC prior to beginning work for the CDC. Contractor agrees to submit to the contracting official the original signed copies of NDAs signed by the contractor's employees in accordance with the instructions provided by the contracting official. Failure to provide signed NDAs in accordance with this agreement and instructions provided by the contracting official could delay or prevent the employee from commencing or continuing work at the CDC until such agreement is signed and returned to the contracting official.

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee any non-public information that the employee may obtain in connection with the performance of the employee's responsibilities to the CDC.

II. Procurement-Sensitive Information

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual, other than an authorized Government employee, any procurement-sensitive information gained while in connection with fulfilling the employee's responsibilities at the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Statements of Work (SOW), Requests for Contract (RFC), and Requests for Proposal (RFP); Responses to RFPs, including questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personal involved in the solicitation; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

Contractor understands and agrees that employee access to any procurement-sensitive information may create a conflict of interest which will preclude contractor from becoming a competitor for any acquisition(s) resulting from this information. Therefore, if an employee participates in any discussions relating to procurement-sensitive information, assists in developing any procurement-sensitive information, or otherwise obtains any procurement-

sensitive information during the course of performing duties at the CDC, contractor understands and agrees that contractor are be excluded from competing for any acquisition(s) resulting from this information.

III. Identification of Non-Government Employees

Contractor understands that its employees are not agents of the Government. Therefore, unless otherwise directed in writing by the CDC, contractor agrees to assist and monitor employee compliance with the following identification procedures:

- A. At the beginning of interactions with CDC employees, employees of other governmental entities, members of the public, or the media (when such communication or interaction relates to the contractor's work with the CDC), contractors' employees will identify themselves as an employee of a contractor.
- B. Contractors' employees will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages, in connection with contractual duties to the CDC:
 - Employee's name*
 - Name of contractor*
 - Center or office affiliation*
 - Centers for Disease Control and Prevention
- C. At the beginning of telephone conversations or conference calls, contractors' employees will identify themselves as an employee of a contractor.
- D. Contractors should not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises. The only other exception is when a CDC management official has granted permission to use the CDC logo.
- E. Contractors' employees will program CDC voice mail message to identify themselves as an employee of a contractor.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. Contractor acknowledges that contractor has read and fully understands this agreement.

Name of contractor: _____

Signature of Authorized Representative of Contractor: _____

Date: _____

Copies retained by: contracting official and contractor

EXHIBIT II

Centers for Disease Control and Prevention (CDC)
Contractors' Employee Non-Disclosure Agreement

I. Non-Public Information

I understand that in order to fulfill my responsibilities as an employee of [Name of CDC contractor], I will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

I [Name of Employee], agree to use non-public information only in performance of my responsibilities to the CDC. I agree further that I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any non-public information that I may obtain in connection with the performance of my responsibilities to the CDC.

II. Procurement-Sensitive Information

I further agree that unless I have prior written permission from the CDC, I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any procurement-sensitive information gained in connection with the performance of my responsibilities to the CDC. I specifically agree not to disclose any non-public, procurement-sensitive information to employees of my company or any other organization unless so authorized in writing by the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Statements of Work (SOW), Requests for Contract (RFC), and Requests for Proposal (RFP); Responses to RFPs, including questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personal involved in the acquisition; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

I understand and agree that my access to any procurement-sensitive information may create a conflict of interest which will preclude me, my current employer, or a future employer from becoming a competitor for any resulting government acquisition derived from this information. Therefore, if I participate in any discussions relating to procurement-sensitive information, assist in developing any procurement-sensitive information, or otherwise obtain any procurement-sensitive information during the course of performing my duties at the CDC, I understand and agree that I, my current employer, and any future employer(s) are excluded from competing for any resulting acquisitions.

III. Special Non-Disclosure Clause for Contractors with Access to CDC Grants Management and Procurement-Related Information Technology Systems

In addition to complying with the non-disclosure requirements and safeguards stated above, I understand that my authorization to use CDC's grants management and procurement systems is strictly limited to the access and functions necessary for the performance of my responsibilities to the CDC and which have been approved in advance by the CDC. I understand that I am not authorized to enter procurement requests for any requirements pertaining to contracts or subcontracts held by me or my employer.

IV. Identification as a Non-Government Employee

I understand that as an employee of a government contractor, I represent an independent organization and I am not an agent of the Government. Therefore, I agree that unless I have prior written authorization from the CDC, I will, at

the beginning of interactions with CDC employees, employees of other governmental entities, members of the public, or the media (when such communication or interaction relates to the contractor's work with the CDC), identify myself as an employee of a contractor. I further agree to use the following identification procedures in connection with my work at the CDC:

A. I will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages:

Employee's name
Name of contractor
Center or office Affiliation
Centers for Disease Control and Prevention

B. I will identify myself as an employee of a contractor at the beginning of telephone conversations or conference calls;

C. I will not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises; the only other exception is when a CDC management official has granted permission to use the CDC logo.

D. I will program my CDC voice mail message to identify myself as a contractor's employee.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. I acknowledge that I have read and fully understand this agreement.

Name of contractor: _____

Name of Employee: _____

Signature of Employee: _____

Date: _____

Copies retained by: contracting official, contractor, and Employee

Section I - Contract Clauses

Section I-1 - Clauses Incorporated By Reference

I.1 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 address:

<http://acquisition.gov/far/index.html>

(End of Clause)

I.2 FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “*(Deviation)*” after the date of the clause.

(b) The use in this solicitation or contract of any HHSAR (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of “*(Deviation)*” after the name of the regulation.

FAR SOURCE	TITLE AND DATE
52.202-1	Definitions (Jul 2004)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)
52.203-13	Contractor Code of Business Ethics and Conduct (Dec 2008)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Apr 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (Sept 2007)
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)
52.215-2	Audit and Records - Negotiation (Mar 2009)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (Oct 1997)

52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997)
52.216-7	Allowable Cost and Payment (Dec 2002)
52.219-4	Notice of Price Evaluation preference for HUBZone Small Business Concerns (July 2005)
52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-9	Small Business Subcontracting Plan (Apr 2008)
52.219-9	Small Business Subcontracting Plan - Alternate II (Oct 2001)
52.219-16	Liquidated Damages - Subcontracting Plan (Jan 1999)
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Apr 2008)
52.222-1	Notice to Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (Jun 2003)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 2005)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
52.222-36	Affirmative Action for Workers With Disabilities (Jun 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-10	Waste Reduction Program (Aug 2000)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-3	Patent Indemnity (Apr 1984)
52.227-14	Rights in Data – General (Dec 2007) Alternate V (Dec 2007)
52.227-17	Rights in Data - Special Works (Dec 2007)

52.230-2	Cost Accounting Standards (Oct 2008)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Oct 2008)
52.230-6	Administration of Cost Accounting Standards (Mar 2008)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-17	Interest (Oct 2008)
52.232-22	Limitation of Funds (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2008) Alternative I (Feb 2002)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003)
52.233-1	Disputes (Jul 2002)
52.233-3	Protest after Award (Aug 1996) Alternate I (Jun 1985)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (May 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.243-2	Changes - Cost-Reimbursement (Aug 1987) Alternate I (Apr 1984)
52.243-7	Notification of Changes (Apr 1984)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (Mar 2009)
52.245-1	Government Property (June 2007)
52.245-9	Use and Charges (June 2007)
52.246-25	Limitation of Liability - Services (Feb 1997)
52.248-1	Value Engineering (Feb 2000)
52.249-6	Termination (Cost-Reimbursement) (May 2004)
52.249-14	Excusable Delays (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

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352.216-72	Additional Cost Principles (Jan 2006))
352.228-7	Insurance -- Liability to Third Persons (Dec 1991)
352.232-9	Withholding of Contract Payments (Jan 2006)
352.233-70	Litigation and Claims (Jan 2006)
352.242-71	Final Decisions on Audit Findings (Apr 1984)
352.270-6	Publications and Publicity (Jan 2006)
352.270-7	Paperwork Reduction Act (Jan 2006)

352.270-10	Anti-Lobbying (Jan 2006)
352.270-11	Privacy Act (Jan 2006)
352.270-19 (b)	Electronic and Information Technology Accessibility (Jan 2006)
352.224-70	Confidentiality of Information (Jan 2006)
352.249-14	Excusable Delays (Jan 2006)

Section I-2 - Clauses Incorporated In Full Text

I.3 FAR 52.203-14 Display of Hotline Poster(s) (Dec 2007)

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

The Contractor Code of Ethics and Business Conduct Poster is available online from the HHS OIG Hotline page at: <http://www.oig.hhs.gov/hotline.html>

The direct link to the poster’s PDF file is: http://www.oig.hhs.gov/hotline/OIG_Hotline_Poster.pdf

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I.4 FAR 52.215-19 Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall –

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.5 FAR 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 any time prior to expiration of the contract or any exercised option periods.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within any time prior to expiration of the contract or any exercised option 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.

I.7 FAR 52.222-2 Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ZERO or the overtime premium is paid for work –

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall –

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

I.8 FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)

(a) Definition. As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a

subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(END OF CLAUSE)

I.9 FAR 52.244-2 SUBCONTRACTS (JUNE 2007)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with [Part 44](#) of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR [Subpart 2.1](#), entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR [15.404-4\(c\)\(4\)\(i\)](#).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR [Subpart 44.3](#).

(j) Paragraphs (c) and (e) of this clause do not apply to the following nine subcontracts, which were evaluated during negotiations: Dade Moeller & Associates; MJW Technical Services; StaffMe.Net, Inc; M.H. Chew & Associates, Inc; Foxfire Scientific, Inc; Quantaflux; C.N. Associates; Integrated Solutions & Services; and XCEL Engineering.

I.10 FAR 52.244-2 Subcontracts - Alternate I (June 2007)

As prescribed in [44.204\(a\)\(2\)](#), substitute the following paragraph (e)(2) for paragraph (e)(2) of the basic clause:

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

I.11 HHSAR 352.202-1 Definitions (January 2006)

(a) In accordance with 52.202-1(a)(1), substitute the following as paragraph (a):

“(a) The term “Secretary” or “Head of the Agency” (also called “Agency Head”) means the Secretary, Deputy Secretary, or any Assistant Secretary, Administrator or Commissioner of the Department of Health and Human Services; and the term “his/her duly authorized representative” means any person, persons, or board authorized to act for the Secretary.”

(b) In accordance with 52.202-1(a)(1), add the following paragraph (h):

“(h) The term “Project Officer” means the person who monitors the technical aspects of contract performance. The Project Officer is not authorized to issue any instructions or directions which cause any increase or decrease in the scope of work which would result in the increase or decrease in the price of this contract, or changes in the delivery schedule or period of performance of this contract. If applicable, the Project Officer is not authorized to receive or act upon any notification or revised cost estimate provided by the Contractor in accordance with the Limitation of Cost or Limitation of Funds clauses of this contract.”

I.12 HHSAR 352.270-1 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (Jan 2001)

The Contractor agrees as follows:

(a) Planning. The Contractor will develop a plan to assure that any meeting, conference, or seminar held pursuant to this contract will meet or exceed the minimum accessibility standards set forth in 28 CFR 36.101 – 36.500 and Appendix A: ADA Accessibility Guidelines (ADAAG). The plan shall be submitted to the project officer for approval prior to initiating action. (A consolidated or master plan for contracts requiring numerous meetings, conferences, or seminars may be submitted in lieu of separate plans.)

(b) Facilities. Any facility to be utilized for meetings, conferences, or seminars in performance of this contract shall be in compliance with 28 SCR 36.101 – 36.500 and Appendix A. The Contractor shall determine, by an on-site inspection, that the facility meets these requirements.

(1) Parking. Parking shall be in compliance with 28 CFR 36.101 – 36.500 and Appendix A.

(2) Entrances. Entrances shall be in compliance with 28 CFR 36.101 – 36.500 and Appendix A.

(3) Meeting Rooms. Meeting rooms, including seating arrangements, shall be in compliance with 28 CFR 36.101 – 36.500 and Appendix A. In addition, stages, speaker platforms, etc. which are to be used by persons in wheelchairs must be accessible by ramps or lifts. When used, the ramp may not necessarily be independently negotiable if space does not permit. However, any slope over 1:12 must be approved by the Project Officer and the Contractor must provide assistance to negotiate access to the stage or platform.

(4) Restrooms. Restrooms shall be in compliance with 28 CFR 36.101 – 36.500 and Appendix A.

(5) Eating Facilities. Eating facilities in the meeting facility must also comply with 28 CFR 36.101 – 36.500 and Appendix A.

(6) Overnight Facilities. If overnight accommodations are required, the facility providing the overnight accommodations shall also comply with 28 CFR 36.101 – 36.500 and Appendix A.

(7) Water Fountains. Water fountains shall comply with 28 CFR 36.101 – 36.500 and Appendix A.

(8) Telephones. Public telephones shall comply with 28 CFR 36.101 – 36.500 and Appendix A.

(c) Provisions of Services for Attendees with Sensory Impairments.

(1) The Contractor, in planning the meeting, conference, or seminar, shall include in all announcements and other materials pertaining to the meeting, conference, or seminar a notice indicating that services will be made available to persons with sensory impairments attending the meeting, if requested within five (5) days of the date of the meeting, conference, or seminar. The announcement(s) and other material(s) shall indicate that persons with sensory impairments may contact a specific person(s), at a specific address and phone number(s), to make their service requirements known. The phone number(s) shall include a telecommunication device for the deaf (TDD).

(2) The Contractor shall provide, at no additional cost to the individual, those services required by persons with sensory impairments to insure their complete participation in the meeting, conference, or seminar.

(3) As a minimum, when requested in advance, the Contractor shall provide the following services:

(i) For persons with hearing impairments, qualified interpreters. Also, the meeting rooms will be adequately illuminated so signing by interpreters can be easily seen.

(ii) For persons with vision impairments, readers and/or cassette materials, as necessary, to enable full participation. Also, meeting rooms will be adequately illuminated.

(iii) Agenda and other conference material(s) shall be translated into a usable form for persons with sensory impairments. Readers, braille translations, large print text, and/or tape recordings are all acceptable. These materials shall be available to individuals with sensory impairments upon their arrival.

(4) The Contractor is responsible for making a reasonable effort to ascertain the number of individuals with sensory impairments who plan to attend the meeting, conference, or seminar. However, if it can be determined that there will be no person with sensory impairment in attendance, the provision of those services under paragraph (c) of this clause for the nonrepresented group, or groups, is not required.

(End of clause)

Section J - List Of Attachments

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