

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 61
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2. CONTRACT (Proc. Inst. Ident.) NO. 200-2014-57820	3. EFFECTIVE DATE 04/01/2014	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0000HCCN-2014-69964
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5. ISSUED BY CODE 3635 Ctrs for Disease Control & Prevention PGH Office of Acquisition Services, Branch 4 PO Box 18070, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070	6. ADMINISTERED BY (If other than Item 5) CODE 3635 Ctrs for Disease Control & Prevention PGH Office of Acquisition Services, Branch 4 PO Box 18070, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070 Approved as to Form and Legality: _____
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OAK RIDGE ASSOCIATED UNIVERSITIES, INCORPORATED 100 ORAU WAY OAK RIDGE, TN 37830-6218	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT Net 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

CODE 041152224	FACILITY CODE	11. SHIP TO/MARK FOR CODE
		12. PAYMENT WILL BE MADE BY CODE 434 Centers for Disease Control and Prevention (FMO) PO Box 15580 404-718-8100 Atlanta, GA 30333-0080

13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA 93900A0 2513 2014 75-X-0954 5646211101
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	"See Continuation Page"				

15G. TOTAL AMOUNT OF CONTRACT NTE \$ 336,006,643.00

16. TABLE OF CONTENTS							
(√)	SEC.	DESCRIPTION	PAGE(S)	(√)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	45
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	61
X	D	PACKAGING AND MARKING	15	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	16		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	17		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	19		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	28				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return two (2) copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number 2013-N-15239 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Larry E Guess
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED
20B. UNITED STATES OF AMERICA BY _____ (Signature of person authorized to sign)	20C. DATE SIGNED 03/24/2014

Section B - Supplies Or Services and Prices/Costs

ITEM	SUPPLIES / SERVICES	EST. COST	NTE AWARD FEE	COST PLUS AWARD FEE
0001	Dose Reconstruction and Related Activities to Support NIOSH's Responsibilities under the EEOICPA. Period of Performance: April 1, 2014 – March 31, 2015	\$35,042,962	\$963,681	\$36,006,643
	Line(s) Of Accounting: 93900A0 2513 2014 75-X-0954 5646211101 \$18,003,321.50			

Option 1 Year 2 Items:

ITEM	SUPPLIES / SERVICES	EST. COST	NTE AWARD FEE	COST PLUS AWARD FEE
0002	Dose Reconstruction and Related Activities to Support NIOSH's Responsibilities under the EEOICPA. Period of Performance: April 1, 2015 – March 31, 2016	\$34,061,314	\$936,686	\$34,998,000

Option 2 Year 3 Items:

ITEM	SUPPLIES / SERVICES	EST. COST	NTE AWARD FEE	COST PLUS AWARD FEE
0003	Dose Reconstruction and Related Activities to Support NIOSH's Responsibilities under the EEOICPA. Period of Performance: April 1, 2016 – March 31, 2017	\$34,474,677	\$948,054	\$35,422,731

Option 3 Year 4 Items:

ITEM	SUPPLIES / SERVICES	EST. COST	NTE AWARD FEE	COST PLUS AWARD FEE
0004	Dose Reconstruction and Related Activities to Support NIOSH's Responsibilities under the EEOICPA. Period of Performance: April 1, 2017 – March 31, 2018	\$35,048,208	\$963,826	\$36,012,034

Option 4 Year 5 Items:

ITEM	SUPPLIES / SERVICES	EST. COST	NTE AWARD FEE	COST PLUS AWARD FEE
0005	Dose Reconstruction and Related Activities to Support NIOSH's Responsibilities under the EEOICPA. Period of Performance: April 1, 2018 – March 31, 2019	\$35,595,415	\$978,874	\$36,574,289

B.1 Compensation (Performance Based Award Fee)

- a. The total contract amount including allowable costs and award fee shall not exceed \$ 179,013,697 .
- b. The Contractor will not be paid a base-fee hereunder, however, the Contractor may earn up to 4,791,121 in fees 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 Performance Based Award Fee Evaluation Plan set forth in Section J.
- c. The estimated cost and potential award fee amounts for the base period and option years are as follows:

	Estimated Cost	Maximum Award Fee	CPAF
Base	\$35,042,962	\$963,681	\$36,006,643
Option 1	\$34,061,314	\$936,686	\$34,998,000
Option 2	\$34,474,677	\$948,054	\$35,422,731
Option 3	\$35,048,208	\$963,826	\$36,012,034
Option 4	\$35,595,415	\$978,874	\$36,574,289
Total Contract	\$174,222,576	\$4,791,121	\$179,013,697

- d. The Contractor's performance shall be evaluated approximately six (6) months from the effective date of the contract and semi-annually thereafter.
- e. For the purpose of making the Government's determination of periodic award fees earned, the criteria set forth in the Performance Based Award Fee Evaluation Plan shall be utilized to evaluate Contractor performance.
- f. Award Fee

(1) The Contractor's performance hereunder shall be evaluated semiannually by the Performance Based 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) months warrants payment of a prorated share of the Fee Pool provided for in this clause. The points earned in the evaluation will be converted to a percentage which will be applied to the available award fee pool total to determine the fee earned for a given award fee period. Any unearned award fee will not be rolled over to the subsequent award fee period.

The Award Fee shall be subject to the limitation on the Government's obligation in FAR Clause 52.232-22 Limitation of Funds or FAR Clause 52-232-20, Limitation of Cost, as applicable, 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 a public voucher 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 monthly bill and be paid on a provisional basis five percent (5%) of the maximum award fee funded for that incremental period, and available for payment pursuant to Section B.2. 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.

(End of clause)

B.2 352.232-71 Estimated Cost - Incrementally Funded Contract (June 2010)

(a) The total estimated cost to the Government for full performance of this contract, including all allowable direct and indirect costs and award fee, is **\$ 174,222,576** .

(b) The following represents the schedule by which the Government expects to allot funds to this contract:

CLIN	Start Date of Period or Increment of Performance	End Date of Period or Increment of Performance	Estimated Cost (\$)	Award Fee (\$)	Estimated Cost Plus Award Fee (\$)
0001	April 1, 2014	September 30, 2014	17,521,481.00	481,840.50	18,003,321.50
0001	October 1, 2014	March 31, 2015	17,521,481.00	481,840.50	18,003,321.50
0002	April 1, 2015	September 30, 2015	17,030,657.00	468,343.00	17,499,000.00
0002	October 1, 2015	March 31, 2016	17,030,657.00	468,343.00	17,499,000.00
0003	April 1, 2016	September 30, 2016	17,237,338.50	474,027.00	17,711,365.50
0003	October 1, 2016	March 31, 2017	17,237,338.50	474,027.00	17,711,365.50
0004	April 1, 2017	September 30, 2017	17,524,104.00	481,913.00	18,006,017.00
0004	October 1, 2017	March 31, 2018	17,524,104.00	481,913.00	18,006,017.00
0005	April 1, 2018	September 30, 2018	17,797,707.50	489,437.00	18,287,144.50
0005	October 1, 2018	March 31, 2019	17,797,707.50	489,437.00	18,287,144.50
		TOTAL	174,222,576	4,791,121	179,013,697

(c) **Total funds currently available** for payment and allotted to this contract are **\$18,003,321.50** , of which **\$17,521,481.00** represents the estimated reimbursable costs and **\$481,840.50** represents the award fee funded. It is estimated that the amount currently allotted will cover Contractor performance until September 30, 2014 of the base year of performance.

(d) The Contracting Officer may issue unilateral modifications to obligate additional funds to the contract and make related changes to paragraphs (b) and/or (c) above.

(e) Until this contract is fully funded, the requirements of the clause at [FAR 52.232-22, Limitation of Funds](#), shall govern. Once the contract is fully funded, the requirements of the clause at [FAR 52.232-20, Limitation of Cost](#), govern.

(End of clause)

Section C - Description/Specification/Work Statement

Performance Work Statement

“The services contemplated under this contract are considered to be an Other Function as defined by the Office of Federal Procurement Policy in OFPP letter 11-01 and by HHS in Acquisition Policy Memorandum 2012-01”.

1. Introduction/Background.

The objective of this acquisition is to allow the National Institute for Occupational Safety and Health (NIOSH), through its Division of Compensation Analysis and Support (DCAS), to fulfill its obligations under the Energy Employees Occupational Illness Compensation Act (EEOICPA), performing dose reconstructions for claims referred by DOL (Department of Labor) and evaluating petitions for additions of classes to the SEC (Special Exposure Cohort). More specifically, the objectives are to obtain assistance in performing the following activities:

- Identify data relevant to reconstructing radiation doses and evaluating SEC petitions
- Claimant Communications
- Dose estimation and reporting
- Prepare Special Exposure Cohort petition evaluations
- Technical and program management support

2. References.

Department of Health and Human Services (HHS), Centers for Disease Control and Prevention (CDC), National Institute for Occupational Safety and Health (NIOSH), Radiation Dose Reconstruction website: <http://www.cdc.gov/niosh/OCAS/ocasppg.html>

The Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA or The Act), as Amended, established a compensation program for the civilian men and women who, over the past 50 years, have performed duties uniquely related to the nuclear weapons production and testing programs of the Department of Energy (DOE) and its predecessor agencies. <http://www.cdc.gov/niosh/OCAS/pdfs/theact/eeoicpaall.pdf>

The Act (42 U.S.C. 7384 et seq.) was originally passed on October 30, 2000, and became effective on July 31, 2001. The National Defense Authorization Act for Fiscal Year 2002 (Public Law 107-107; Section 3151(b)) and the Ronald W. Reagan National Defense Authorization Act for Fiscal Year 2005 (Public Law 108-375; Section 3161) made several amendments to The Act

Other references can be located on the Web such as 42 CFR 81 (<http://www.cdc.gov/niosh/OCAS/pdfs/42cfr81/frcll020612.pdf>), 42 CFR 82 (<http://www.cdc.gov/niosh/OCAS/pdfs/42cfr82/42cfr82.pdf>), and 42 CFR 83 (<http://www.cdc.gov/niosh/OCAS/pdfs/42cfr83/42cfr83b.pdf>).

3. Scope and Requirements:

The support services that the dose reconstruction contractor shall be expected to provide are listed below. It is expected that this level of support shall be required during the base year and during each option year. While the number of cases to be processed on an annual basis is subject to fluctuation, it is assumed that 3,320 initial plus reworked dose reconstructions shall be required each year (64 per week for 52 weeks). Additionally, the contractor shall be required to review previously completed dose reconstruction reports to determine if changes made in methodology or new data affects the outcome of the case. These reviews do not require a fully documented dose reconstruction unless the claim's compensability decision is likely to switch from non-compensable to compensable. It should be assumed that a weekly average of approximately 25 such evaluations need to be completed. It should be

understood that this is not a guarantee of this level of effort, but a target value. The contractor should assume for each year of the contract, 5 SEC petitions shall be filed, and claims shall be received from 5 sites with no claims previously submitted. Site research shall be required for those situations. Technical approaches and some calculational tools from sites that have been researched prior to this award will be made available to the contractor by NIOSH.

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 (Site Research Database). The SRD contains documents that relate to U.S. DOE and AWE (Atomic Weapons Energy) 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 Technical Basis Documents (TBDs) and Technical Information Bulletins (TIBs), as well as to perform dose reconstructions.

Information relevant to individual claims will be stored in the NIOSH OCAS (Office of Compensation Analysis and Support) 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 shall 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 shall 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 shall 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 shall be conducted under a Memorandum of Understanding that has been established between HHS and DOE (<http://www.cdc.gov/niosh/OCAS/ocasdoe.html#mou> or <http://www.cdc.gov/niosh/OCAS/pdfs/misc/moudoe.pdf>).

The contractor shall utilize the update version of the DOE Directives and any orders and manuals cited in the MOU. Please see the following table for DOE Directive updates.

DOE Directives Comparison:

No.	Old Directive	New Directive
1.	DOE O 205.1A, Department of Energy Cyber Security Management	DOE O 205.1B Chg 2, Department of Energy Cyber Security Program
2.	DOE P 205.1, Departmental Cyber Security Management Policy	DOE P 205.1, Departmental Cyber Security Management Policy
3.	DOE M 205.1-8 Admin Chg 2, Cyber Security Incident Management Manual	DOE O 205.1B Chg 2, Department of Energy Cyber Security Program
4.	DOE O 206.1, Department of Energy	DOE O 206.1, Department of Energy Privacy Program

No.	Old Directive	New Directive
	Privacy Program	
5	DOE N 206.4, Personal Identity Verification	<u>DOE O 206.2, Identity, Credential, and Access Management (ICAM)</u>
6	DOE O 470.4A, Safeguards and Security Program	<u>DOE O 470.4B, Safeguards and Security Program</u>
7	DOE M 470.4-1 Chg 2, Safeguards and Security Program Planning and Management	<u>DOE O 470.4B, Safeguards and Security Program</u>
8	DOE M 470.4-4A Chg 1, Information Security Manual	<u>DOE O 471.6, Admin Chg. 1, Information Security</u>
9	DOE M 470.4-5, Personnel Security	<u>DOE O 472.2, Personnel Security</u>
10	DOE O 471.1A, Identification and Protection of Unclassified Controlled Nuclear Information	<u>DOE O 471.1B, Identification and Protection of Unclassified Controlled Nuclear Information</u>
11	DOE M 471.1-1 Chg 1, Identification and Protection of Unclassified Controlled Nuclear Information Manual	<u>DOE O 471.1B, Identification and Protection of Unclassified Controlled Nuclear Information</u>
12	DOE O 471.3, Identifying and Protecting Official Use Only Information	<u>DOE O 471.3 Admin Chg 1, Identifying and Protecting Official Use Only Information</u>
13	DOE M 471.3-1, Manual for Identifying and Protecting Official Use Only Information	<u>DOE O 471.3 Admin Chg 1, Identifying and Protecting Official Use Only Information</u>
14	DOE M 475.1-1B, Manual for Identifying Classified Information	<u>DOE O 475.2A, Identifying Classified Information</u>
15	DOE O 475.2, Identifying Classified Information	<u>DOE O 475.2A, Identifying Classified Information</u>
16	DOE O 5610.2 Chg 1, Control of Weapon Data (restricted)	<u>DOE O 452.8, Control of Nuclear Weapon Data</u>

1.1.2 The contractor shall 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 shall maintain a local office in Cincinnati, Ohio area 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 shall 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 shall research the conditions, processes, practices, and incidents at DOE and AWE facilities relevant to conducting dose reconstructions. This task shall include the following:

1.2.1 The contractor shall 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. It is likely that 50 site data capture visits may be required each year.

1.2.2 With the cooperation of DOE and assistance of worker representatives and others, the contractor shall 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 shall 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. Technical Information Bulletins ORAUT-OTIB-0019 Rev-01, "Analysis of Coworker Bioassay Data for Internal Dose Assignment," and ORAUT-OTIB--0020 Re-03, "Use of Coworker Dosimetry Date for External Dose Assignment," describe these techniques (<http://www.cdc.gov/niosh/OCAS/tibsnum.html>).

1.2.4 The contractor shall 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 shall 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 can be found under Attachments in Section J – J.6. 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 shall 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 shall 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 shall 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 shall 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 shall be in addition to the claimant telephone support service that NIOSH is currently offering.

2.6 The contractor shall 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 shall 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 sub-organizations 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 shall 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, or 96 CATIs and close out interviews per week.

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 (<http://www.cdc.gov/niosh/OCAS/ocastbds.html> <http://www.cdc.gov/niosh/OCAS/ocasppg.html>), the contractor shall 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 (estimated at 3320 dose reconstructions and re-works annually).

3.2 The contractor shall 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. An example dose reconstruction report will be included as an attachment under Section J – J.7.

3.2.1 Internal and external radiation dose estimates shall be calculated for each organ that the claimant presents with a primary cancer. The annual dose to each organ shall be calculated from the time of first exposure at a covered facility to the date of cancer diagnosis. As appropriate, a separate dose shall 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 shall 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 shall be performed using standard metabolic models published by the International Commission on Radiological Protection (ICRP). These calculations shall be performed using a NIOSH supplied computer program entitled Integrated Module for Bioassay Analysis (IMBA) or

other NIOSH approved programs. IMBA 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 shall be evaluated using the respiratory tract model contained in ICRP publication 66. The contractor shall not have access to the source code. Any contractor developed software used for calculating internal dose must be approved by NIOSH prior to its use in dose reconstructions and NIOSH must have access to the program and source code. Any contractor purchased software used for calculating internal dose must be approved by NIOSH prior to its use in dose reconstructions.

Within 30 days of award, NIOSH will provide training on the IMBA software for key contractor personnel who are not familiar with the software. Within 30 days after receiving training from NIOSH, the contractor shall be responsible for providing and documenting training to members of its technical team who shall 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, shall 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 shall be estimated and included in the claimant's total organ dose.

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

3.4 The contractor shall 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 Rev. 1, "Internal Procedures for the Evaluation of Special Exposure Cohort Petitions," (<http://www.cdc.gov/niosh/ocas/secmisc.html> or <http://www.cdc.gov/niosh/ocas/pdfs/dr/dc-ig-005-r0.pdf>) the contractor shall process and evaluate petitions received from individuals for the addition of classes to the SEC, and shall initiate the addition of classes when there is not adequate information to reconstruct radiation doses with sufficient accuracy.

4.2 The contractor shall 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 shall 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 shall determine whether the information ultimately submitted with a petition meets the requirements in 42 CFR 83 and therefore qualifies for evaluation. Contractor shall document the basis for this determination in a 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 shall 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 shall 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. Such questions have required detailed follow-up analysis of complex issues such as monitoring program adequacy, technical performance of internal and external dosimetry systems, and characterization of the radiation fields present at sites being evaluated.

4.3 The contractor shall 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 shall identify potential classes for whom dose reconstruction is not feasible, and shall 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 shall be submitted to NIOSH for review and approval.

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

4.3.3 The contractor shall 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 shall 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 shall include the following:

5.1.1 The contractor shall 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 shall 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 shall 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 shall 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 shall 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 twelve such requests per year.

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

5.2.1 Within 60 days of award, the contractor shall develop and implement a written project management plan and submit it to NIOSH for review and approval. The project management plan shall define the organizational structure, management approach, requirements, and tools for planning, implementing, and monitoring work practices which shall 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 shall develop, implement and maintain a written quality assurance program for the overall project. The quality assurance program documentation shall 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 shall develop and enact procedures for implementing "NIOSH Policy on the Appearance of Bias for the EEOICPA Program & General Conflict of Interest Requirements", (<http://www.cdc.gov/niosh/OCAS/ocascobs.html>) or (<http://www.cdc.gov/niosh/OCAS/pdfs/dr/aobplcy-v2.pdf>). Copies of those procedures shall be provided to NIOSH at that time.

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

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

6.0 EEOICPA Performance Objectives

Performance objectives will be used to measure contractor performance for work performed under this contract in accordance with the PWS and the Performance Based Award Fee Plan found under attachments in Section J – J.8. The Performance Based Award Fee Plan may cover a specific period and may also be subject to revision as the performance needs under this contract change.

Performance Objective	Performance Threshold	Surveillance Method
Completion and Submission of Dose Reconstruction Reports	Dose Reconstruction Reports that are accurate and complete so that they are approved by DCAS without the need for revision or without comment 95% of the time.	100% inspection
Submit First Draft of the text for consultation phone call, or DOL employment/survivor verification request for SEC process.	Within 10 working days of receipt of Form B SEC submission, 90% of the time.	100% inspection
Schedule of initial consultation phone call for a Form B SEC submission	Within 10 working days of receipt of approval by DCAS of the consultation phone call text, 90% of the time.	100% inspection
Submit draft professional judgment of SEC.	Within 20 working day from the receipt of a SEC petition, 90% of the time.	100% inspection
Submit detailed evaluation plan in an SEC production Gantt chart.	Within 10 working days of from the qualification of a petition, 90% of the time.	100% inspection
Submit high quality draft SEC petition evaluation report and completed evaluation issues matrix.	In accordance with SEC petition Gantt chart, 90% of the time.	100% inspection

7.0 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.

8.0 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 attachments Section J – J.9.

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

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.

The contractor must demonstrate its ability to comply with all HHS and CDC IT security policies. The contractor must provide among its staff a reasonable number of individuals with the proper level of Department of Energy (DOE) security clearances ("Q clearances") to complete the work envisioned under this contract. All contractor staff must comply with applicable HHS and CDC policies for safeguarding information retrieved from HHS, DOE, and other government and non-government information, including any NIOSH Security Plan with DOE that may be implemented.

9.0 Government Furnished Property

The Government will furnish office furniture, computer servers, personal computers, and accessories, which are currently located at 4850 Smith Road, Suite 200, Cincinnati, Ohio. An inventory of the servers and summary of the personal computers that will be available is included under Attachments in Section J – J.11. However, the personal computers will be at or near their expected replacement time at the start of this contract, so the contractor should anticipate procuring replacement items during this contract.

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-revised)

Inspection and acceptance of the articles, services, and documentation called for herein shall be accomplished by the Contracting Officer, or his duly authorized representative (who for the purposes of this contract shall be the Contracting Officer's Representative - COR) at the destination of the articles, services or documentation.

(End of Clause)

Section F - Deliveries Or Performance

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

F.1 Period of Performance

The period of performance shall be a base of twelve (12) months with four (4), twelve (12) month option periods.

F.2 Deliverable Schedule

(a) Documentation

The following is a list of required documentation to be delivered to the Government as a part of contract performance.

Item#	Description	Quantity	Delivery Date	Deliver To
1	Quality Assurance Program documentation	2 copies	Due 60 calendar days after date of award	Contract Specialist/Officer and COR
2	Procedures for implementing the NIOSH Conflict of Interest Policy	2 copies	Due 60 calendar days after date of award	Contract Specialist/Officer and COR
3	Certification of internal training on dose assessment software	1 copy	Due 30 days after Government training	COR
4	Sixty dose reconstruction reports and associated files should be delivered per week, unless available dose reconstructions limit this number	1 copy	Due weekly, beginning 60 calendar days after date of award	COR, 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	COR
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	COR
7	Semi-Annual Program review	1 copy	Every 6 months from date of award though contract completion	COR
8	Monthly Progress reports	2 copies	On or before 15 days after end of reporting period	Contract Specialist/Officer and COR
9	Monthly Financial Reports	2 copies	On or before 15 days after end of reporting period	Contract Specialist/Officer and COR
10	Subcontracting Reports	1 copy	In accordance with G.6	Contract Specialist/Officer
11	IT Security Plan (IT-SP) HHSAR 352.239-72	1 copy	30 days after contract award	Contract Specialist/Officer
12	IT Risk Assessment (IT-RA) HHSAR 352.239-72	1 copy	30 days after contract award	Contract Specialist/Officer
13	FIPS 199 Assessment (FIPS 199 Assessment) HHSAR 352.239-72	1 copy	30 days after contract award	Contract Specialist/Officer
14	IT Security Certification & Accreditation (IT-SC&A) HHSAR 352.239-72	1 copy	3 mos. after contract award	Contract Specialist/Officer

(b) Report Content (Monthly Report)

Report Content

(1) Monthly Technical/Progress 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 7.0 of the PWS. Contractor shall provide monthly performance reports to NIOSH covering all tasks under this contract. The monthly progress 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. 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 per ORAU's GL period and in accordance with the information described in Section 7.0 of the PWS. This report is in addition to the cost details which are required under the invoicing clause found at G.10.

(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 contract specialist/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 Cochran's Mill Road (for common carriers)
Pittsburgh, PA 15236
Attn: **Diane Meeder**, Contract Number 200-2014-57820.

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

F.3 Place of Performance

Contractor's site.

Section G - Contract Administration Data

G.1 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.

(c) The Contracting Officer for this contract is Larry Guess.

(End of Clause)

G.2 Contracting Officers Representative (COR) Technical Guidance

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

As used herein, technical directions are directions to the Contractor which fill in details, suggests possible lines of inquiry, or otherwise completes 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 COR 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 COR. Any changes in COR delegation will be made by the Contracting Officer in writing with a copy being furnished to the Contractor.

(End of Clause)

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.

(End of Clause)

G.4 Negotiated Indirect Cost Rates (Feb 2000)

(a) Notwithstanding the provisions of the clause entitled Allowable Cost and Payment in Section I, Contract Clauses, allowable indirect costs under this contract shall be determined by applying the following negotiated indirect rates to the bases specified below:

(b) The above rates are provisional indirect rates only and shall apply from the date of award until such time as the amended.

(End of Clause)

G.5 Subcontracting Program Reports (May 1998)

(a) The Contractor shall submit the reports listed below in accordance with the instructions and within the time periods specified on the report forms:

- (1) Standard Form 294, Subcontracting Report for Individual Contracts.
- (2) Standard Form 295, Summary Subcontract Report.

(b) In addition to the reporting information specified on the report forms, the Contractor shall provide, in the "Remarks" block on each Standard Form 294 submitted, a narrative of the progress made in fulfilling the small business and small disadvantaged business subcontracting goals contained in its approved plan.

(c) The Contractor shall report to the Contracting Officer any difficulties encountered in achieving the goals and shall describe the action being taken to overcome the difficulties.

(End of Clause)

G.6 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 System for Award Management (SAM) 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.

(End of Clause)

G.7 Evaluation of Contractor Performance Utilizing CPARS (Apr 2013)

In accordance with FAR 42.15, the Centers for Disease Control and Prevention (CDC) will review and evaluate contract performance. FAR 42.1502 and 42.1503 requires agencies to prepare evaluations of contractor performance and submit them to the Past Performance Information Retrieval System (PPIRS). The CDC utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to prepare and report these contractor performance evaluations. All information contained in these assessments may be used by the Government, within the limitations of FAR 42.15, for future source selections in accordance with FAR 15.304 where past performance is an evaluation factor.

The CPARS system requires a contractor representative to be assigned so that the contractor has appropriate input into the performance evaluation process. The CPARS contractor representative will be given access to CPARS and will be given the opportunity to concur or not-concur with performance evaluations before the evaluations are complete. The CPARS contractor representative will also have the opportunity to add comments to performance evaluations.

The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described in the guides on the CPARS website. Refer to: www.cpars.gov for details and additional information related to CPARS, CPARS user access, how contract performance assessments are conducted, and how Contractors participate. Access and training for all persons responsible for the preparation and review of performance assessments is also available at the CPARS website.

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS and reviewing and commenting

on performance evaluations. The contractor must maintain a current representative to serve as the contractor representative in CPARS. It is the contractor's responsibility to notify the CDC contracting office, in writing (letter or email), when their CPARS representative information needs to be changed or updated. Failure to maintain current CPARS contractor representative information will result in the loss of an opportunity to review and comment on performance evaluations.
(End of Clause)

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 / Automatic Drawdown – Payment Management System (PMS)

1. Electronic Funds Transfer

(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 – SAM 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 System for Award Management (SAM), 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) 718-8100**.

(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**

2. Automatic Drawdown

Automatic Drawdowns are authorized under this contract. Automatic Drawdown: Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). The Division of Payment Management, Program Support Center, administers PMS, HHS administers PMS. PMS will forward instructions for obtaining payments.

A. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Director, Division of Payment Management, OS/ASAM/PSC/FMS/DPM
P.O. Box 6021
Rockville, MD 20852

Phone Number: (877) 614-5533

Email PMSSupport@psc.gov

http://www.dpm.psc.gov/grant_recipient/shortcuts/shortcuts.aspx?explorer.event=true

Please Note: To obtain the contact information of DPM staff within respective Payment Branches refer to the links listed below:

University and Non-Profit Payment Branch:

http://www.dpm.psc.gov/contacts/dpm_contact_list/univ_nonprofit.aspx?explorer.event=true

Governmental and Tribal Payment Branch:

http://www.dpm.psc.gov/contacts/dpm_contact_list/gov_tribal.aspx?explorer.event=true

Cross Servicing Payment Branch:

http://www.dpm.psc.gov/contacts/dpm_contact_list/cross_servicing.aspx

International Payment Branch:

Bhavin Patel (301) 443-9188

Note: Mr. Patel is the only staff person designated to handle all of CDC's international cooperative agreements.

- B. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

US Department of Health and Human Services
PSC/DFO/Division of Payment Management
7700 Wisconsin Avenue – 10th Floor
Bethesda, MD 20814

TO EXPEDITE YOUR FIRST PAYMENT FROM THIS AWARD, ATTACH A COPY OF PAGE 1 OF THE CONTRACT AWARD TO YOUR PAYMENT REQUEST FORM.

G.10 Billing Instructions for Negotiated Cost-Type Contracts (Mar 2006)

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 should be submitted to the Contracting Officer. If the Contractor uses his 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 and program office** to:

Diane Meeder, Contract Specialist at: DMeeder@cdc.gov
Contracting Officers Representative: Grady Calhoun

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

On the Standard Form 1034, 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 fixed 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.

b. Details of Costs Claimed

On the Standard Form 1035, identified, 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 rate (or hours) worked, and 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.

(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 should 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.¹ If claim is based on actual cost of subsistence, show, on a daily basis, the amounts claimed for lodging and meals separately.
- (f) 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 should 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 his 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.) shall be clearly shown on each invoice.

(9) Fixed Fee

Ordinarily the fixed fee is stated in the contract as a lump sum and may be billed in the ratio of incurred costs to total estimated cost as set forth in the contract, with the final 15 percent to be billed on the final invoice or voucher. Contract terms govern the method of payments.

c. Cumulative Amount Claimed

On the Standard Form 1035, 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
- Invoice or Voucher contain the minimum requirements per Invoice Submission clause per Section G of the contract

¹ For purposes of computing per diem see current Federal Travel Regulations (FTR).

- Vouchers should be collated
- Detail of Cost Claimed

(End of Clause)

G.11 Voucher/Invoice Submission - Cost Contracts (Mar 2006)

(a) Contractor voucher requests for reimbursement shall conform to the form, format, and content requirements of the Billing Instructions for Negotiated Cost Type Contracts, made a part of the contract in Section G.11, as may be supplemented by specific instructions of the Contracting Officer.

(b) The Contractor shall submit an original hard-copy contract invoice/voucher to the address shown 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 via email:

Email: FMOAPINV@CDC.GOV

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

(c) The Contractor shall also submit one hard copy and an electronic copy of each invoice to:

**Centers for Disease Control and Prevention
Acquisition and Assistance Field Branch
Post Office Box 18070
Pittsburgh, PA 15236-0070**

Attention: **Diane Meeder, Contract Specialist** fx5@cdc.gov

(d) The Contractor **is also required** to submit an electronic copy of each invoice directly to the **COR concurrently with submission to the Contract Specialist.**

(e) In accordance with 5 CFR part 1315 (Prompt Payment), CDC's Financial Management Office is the designated billing office for the purpose of determining the payment due date under FAR 32.904.

(f) The Contractor shall include (as a minimum) the following information on each invoice:

- (1) Contractor's Name & Address
- (2) Contractor's Tax Identification Number (TIN)
- (3) Purchase Order/Contract Number and Task Order Number, if Appropriate
- (4) Invoice Number
- (5) Invoice Date
- (6) Contract Line Item Number and Description of Item
- (7) Quantity
- (8) Unit Price & Extended Amount for each line item
- (9) Shipping and Payment Terms
- (10) Total Amount of Invoice
- (11) Name, title and telephone number of person to be notified in the event of a defective invoice
- (12) Payment Address, if different from the information above
- (13) DUNS + 4 Number

(g) The Contractor shall, in addition to the above requirements, submit a detailed breakout of costs as supporting backup and shall place the following signed Contractor Certification on each invoice/voucher submitted under this contract:

I certify that this voucher reflects (fill in Contractor's name) request for reimbursement of allowable and allocable costs incurred in specific performance of work authorized under Contract (fill in contract number) and that these costs are true and accurate to the best of my knowledge and belief.

(Original Signature of Authorized Official)
Typed Name and Title of Signatory

(End of Clause)

Section H - Special Contract Requirements

H.1 Homeland Security Presidential Directive - 12 (HSPD-12) Requirements (Nov 2011)

(a) To perform the work specified herein, contractor personnel are expected to have routine 1) physical access to an HHS-controlled facility; 2) logical access to an HHS controlled information systems; or 3) access to sensitive HHS data or information, whether in an HHS controlled information system or in hard copy. This contract/order will entail the following position sensitivity level(s):

Risk Level	Minimum Investigation Required
Non-Sensitive Level 1	NACI (name, fingerprint checks, and written inquiries)
National Security Level 2, 3, 4	NACI (name, fingerprint checks, and written inquiries)
Public Trust Level 5	NACIC (NACI + credit check) Minimum Background Investigation (BI)
Public Trust Level 6	Background Investigation (BI)
TBD, as applicable	TBD, as applicable

(b) To gain routine physical access to an HHS facility, logical access to an HHS controlled information system, and or access to sensitive data or information, the contractor and its employees shall comply with Homeland Security Presidential Directive 12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget Memorandum (M-05-24); Federal Information Processing Standards Publication Number 201; and with the personal identity verification and investigation procedures contained in the following documents:

- (1) HHS Information Security Program Policy
- (2) HHS Office of Security and Drug Testing, Personnel Security/Suitability Handbook, dated February 1, 2005
- (3) CDC Policy: "ISSUANCE AND UTILIZATION OF PIV CREDENTIALS"
- (4) CDC Policy: "IN- AND OUT-PROCESSING OF CDC FTEs, PSCs, CONTRACTORS, AND OTHER NON-FTEs"
- (5) CDC Policy: "PHYSICAL ACCESS TO CDC FACILITIES"
- (6) CDC Policy: "NATIONAL AGENCY CHECK AND INQUIRY PROCEDURES"

(c) The personnel investigation procedures for Contractor personnel require that the Contractor prepare and submit background check/investigation forms based on the type of investigation required. The minimum Government investigation for a non-sensitive position is a National Agency Check and Inquiries (with fingerprinting). More restricted positions, above non-sensitive, require more extensive documentation and investigation. The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.

(d) Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays--see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.

(e) Multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the extra investigation(s).

(f) Language similar to this Security section shall be included in any subcontracts which require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; or (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; access to an information system, access to sensitive data, regular or prolonged access to an HHS-controlled facility.

(g) Inquiries on matters that affect contract compliance or terms and conditions should be directed to the Contracting Officer or designee.

(h) Within seven (7) calendar days after final acceptance of the work specified herein, the contractor shall return all identification badges in accordance with CDC's Policy titled "In- And Out-Processing of CDC FTEs, PSCs, Contractors, and Other Non-FTEs Policy". Contractor employees who separate from service under the contract prior to final acceptance shall be out processed in accordance with that same policy.

(End of Clause)

H.2 Representations, Certifications and Other Statements of Offerors (Sep 2009 revised)

The Representations, Certifications and Other Statements of Offerors submitted dated February 24, 2014 are hereby incorporated by reference, with the same force and effect as if they were given in full text.

(End of Clause)

H.3 Key Personnel (Dec 2002)

The key personnel cited below are considered essential to the work performed under the contract. If these individuals leave the Contractor's employ or are reassigned to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Contractor shall not replace or divert any key personnel without the written consent of the Contracting Officer. If a suitability determination of the approved substituted key personnel is required, the contractor shall comply with the instructions in clause titled "Suitability Determination Requirements (Nov 2002)" to obtain the determination.

Personnel	Title
Kate Kimpan	Project Director
Jim Griffin	Deputy Project Director
John Byrne	Objective 1 Manager
Pat Kraps	Objective 2 Manager
Ed Maher	Objective 3 Manager
Matt McFee	Objective 4 Manager
Jenni Hoff	Objective 5 Manager

(End of Clause)

H.4 Subcontracting Plan (Jul 1999 revised)

The Contractor's subcontracting plan, as negotiated, submitted in response to this acquisition's solicitation is hereby incorporated into this contract by reference.

H.5 Dissemination of Information (May 1998)

No information related to data obtained under this contract shall be released or publicized without the prior written consent of the COR and the Contracting Officer.

(End of Clause)

H.6 Identification of Data (May 1998)

The Contractor shall identify the technical data delivered to the Government as required by this contract with the number of the contract and the name and address of the Contractor or subcontractor that generated the data.
(End of Clause)

H.7 Review and Comment (May 1998)

All materials developed or information of whatever nature resulting from work performed under this contract shall be submitted to the Contracting Officer's Representative (COR) for review and comment prior to publication or dissemination.
(End of Clause)

H.8 Privacy Act (Sep 2009)

(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 <http://ecfr.gpoaccess.gov>.

(b) The Contracting Officer's Representative (COR) is hereby designated as the official who is responsible for monitoring contractor compliance with the Privacy Act.
(End of Clause)

H.9 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 in full text in Section I, are as follows:

All information and data under this contract.

Following are the requirements for handling these data:

The contractor may retain a copy of the data in the duration of the contract but must turn over the entire dataset to NIOSH before the present contract expires. Other data (i.e., subject's consent form, questionnaires, and other signed documents) will be handled in the same manner. The contractor has no right to disclose the data in any form (conference presentation, journal articles, reports, product development) without the consent of NIOSH. NIOSH reserves the sole right to decide the authorship in any conference presentations, publications, and reports based on the present dataset.
(End of Clause)

H.10 Lobbying Prohibition Using Federal Funds (Sep 2009)

Per FAR 31.205-22, 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.

(End of Clause)

H.11 Electronic and Information Technology (May 2006)

For the purposes of this clause, “HHS” refers to the Department of Health and Human Services. “CDC” refers to the Centers for Disease Control and Prevention (CDC) to include the Agency for Toxic Substances and Disease Registry (ATSDR).

When acquiring EIT, agencies must ensure that –

- (1) Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and
- (2) Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to the access to and use of information and data by members of the public who are not individuals with disabilities; and
- (3) Unless an exception at 39.204 applies, acquisitions of EIT supplies and services must meet the applicable accessibility standards at 36 CFR Part 1194.

Exception determinations are required prior to contract award, except for indefinite-quantity contracts (see paragraph (b)(2) of FAR 39.2).

(End of Clause)

H.12 Government Property (Feb 2012)

(a) Government-Furnished Property (GFP). In accordance with the terms of FAR 52.245-1, Government Property, 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.

(b) Contractor-Acquired Property (CAP). The Contractor must receive written consent from the Contracting Officer prior to purchase of any CAP not expressly identified in the contract, and as defined in FAR 52.245-1.

(c) Accountable and Sensitive Government Property. The Government will provide property labels and other identification for contractor-acquired Government property that is considered Accountable as defined in the [HHS Logistics Management Manual](#) (LMM) or considered Sensitive as defined in [CDC's Sensitive Items List](#)

(d) The contractor shall be responsible for the control and accountable record keeping of any Government property used in the performance of this contract predominately outside the confines of a Government controlled workspace in accordance with HHS LMM [Appendix Q, HHS Contracting Guide for Contract of Government Property](#).

(e) The Chief of the Logistics Management Branch, PGO, Centers for Disease Control and Prevention (CDC), is hereby designated as the Property Administrator for this contract. 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 [Appendix Q, HHS Contracting Guide for Contract of Government Property](#). (End of Clause)

H.13 HHSAR 352.239-70 Standard for Security Configurations (Jan 2010)

(a) The Contractor shall configure its computers that contain HHS data with the applicable Federal Desktop Core Configuration (FDCC) (*see* <http://nvd.nist.gov/fdcc/index.cfm>) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.

Note: FDCC is applicable to all computing systems using Windows XP™ and Windows Vista™, including desktops and laptops—regardless of function—but not including servers.

(b) The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of HHS. The following security configuration requirements apply: Approved security configurations are identified in NIST checklists (<http://web.nvd.nist.gov/view/ncp/repository>) or contained in a DoD DISA security technical implementation guide or security checklist <http://iase.disa.mil/stigs/index.html>. If CDC specific security configuration requirements are later determined to apply, they will be provided subsequent to contract award and incorporated by contract modification.

Note: The Contracting Officer shall specify applicable security configuration requirements in solicitations and contracts based on information provided by the Project Officer, who shall consult with the OPDIV/STAFFDIV Chief Information Security Officer.

(c) The Contractor shall ensure IT applications operated on behalf of HHS 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— *see* <http://nvd.nist.gov/validation.cfm> . 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 products meet the latest FDCC major version and subsequent major versions.

(d) The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.

(e) The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.

(f) The Contractor shall (1) include Federal Information Processing Standard (FIPS) 201-compliant (*see* <http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf>), Homeland Security Presidential Directive 12 (HSPD-12) card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR Subpart 4.13, *Personal Identity Verification*.

(g) The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

(End of clause)

H.14 HHSAR 352.239-71 Standard for Encryption Language (Jan 2010)

(a) The Contractor shall use Federal Information Processing Standard (FIPS) 140-2-compliant encryption (Security Requirements for Cryptographic Module, as amended) to protect all instances of HHS sensitive information during storage and transmission. (Note: The Government has determined that HHS information under this contract is considered “sensitive” in accordance with FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, dated February 2004.)

(b) The Contractor shall verify that the selected encryption product has been validated under the Cryptographic Module Validation Program (*see* <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 the Contracting Officer and the Contracting Officer's Technical Representative.

(c) The Contractor shall use the Key Management Key (*see* FIPS 201, Chapter 4, as amended) 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 (*see* <http://csrc.nist.gov/drivers/documents/ombencryption-guidance.pdf>). The Contractor shall notify the Contracting Officer and the Contracting Officer's Technical Representative of personnel authorized to decrypt and recover all encrypted information.

(d) The Contractor shall securely generate and manage encryption keys to prevent unauthorized decryption of information in accordance with FIPS 140–2 (as amended).

(e) The Contractor shall ensure that this standard is incorporated into the Contractor's property management/control system or establish a separate procedure to account for all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive HHS information.

(f) The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

(End of clause)

H.15 HHSAR 352.239-72 Security Requirements for Federal Information Technology Resources (Jan 2010)

(a) *Applicability.* This clause applies whether the entire contract or order (hereafter “contract”), or portion thereof, includes information technology resources or services in which the Contractor has physical or logical (electronic) access to, or operates a Department of Health and Human Services (HHS) system containing, information that directly supports HHS' mission. The term “information technology (IT)”, as used in this clause, includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services) and related resources. This clause does not apply to national security systems as defined in FISMA.

(b) *Contractor responsibilities.* The Contractor is responsible for the following:

(1) Protecting Federal information and Federal information systems in order to ensure their—

(i) *Integrity*, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;

(ii) *Confidentiality*, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

(iii) *Availability*, which means ensuring timely and reliable access to and use of information.

(2) Providing security of any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor, regardless of location, on behalf of HHS.

(3) Adopting, and implementing, at a minimum, the policies, procedures, controls, and standards of the HHS Information Security Program to ensure the integrity, confidentiality, and availability of Federal information and Federal information systems for which the Contractor is responsible under this contract or to which it may otherwise have access under this contract. The HHS Information Security Program is outlined in the HHS Information Security Program Policy, which is available on the HHS Office of the Chief Information Officer's (OCIO) Web site.

(c) *Contractor security deliverables.* In accordance with the timeframes specified, the Contractor shall prepare and submit the following security documents to the Contracting Officer for review, comment, and acceptance:

(1) *IT Security Plan (IT-SP)—due within 30 days after contract award.* The IT-SP shall be consistent with, and further detail the approach to, IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or used under this contract. If the IT-SP only applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.

(i) The Contractor's IT-SP shall comply with applicable Federal laws that include, but are not limited to, the Federal Information Security Management Act (FISMA) of 2002 (Title III of the E-Government Act of 2002, Public Law 107-347), and the following Federal and HHS policies and procedures:

(A) Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources.

(B) National Institute of Standards and Technology (NIST) Special Publication (SP) 800-18, Guide for Developing Security Plans for Federal Information Systems, in form and content, and with any pertinent contract Statement of Work/Performance Work Statement (SOW/PWS) requirements. The IT-SP shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems. The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.

(C) HHS-OCIO Information Systems Security and Privacy Policy.

(ii) After resolution of any comments provided by the Government on the draft IT-SP, the Contracting Officer shall accept the IT-SP and incorporate the Contractor's final version into the contract for Contractor implementation and maintenance. On an annual basis, the Contractor shall provide to the Contracting Officer verification that the IT-SP remains valid.

(2) *IT Risk Assessment (IT-RA)*—due within 30 days after contract award. The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy. After resolution of any comments provided by the Government on the draft IT-RA, the Contracting Officer shall accept the IT-RA and incorporate the Contractor's final version into the contract for Contractor implementation and maintenance. The Contractor shall update the IT-RA on an annual basis.

(3) *FIPS 199 Standards for Security Categorization of Federal Information and Information Systems Assessment (FIPS 199 Assessment)*—due within 30 days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard. After resolution of any comments by the Government on the draft FIPS 199 Assessment, the Contracting Officer shall accept the FIPS 199 Assessment and incorporate the Contractor's final version into the contract.

(4) *IT Security Certification and Accreditation (IT-SC&A)*—due within 3 months after contract award. The Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed for applicable information systems— see paragraph (a) of this clause. The Contractor shall perform the IT-SC&A in accordance with the HHS Chief Information Security Officer's Certification and Accreditation Checklist; NIST SP 800-37, Guide for the Security Certification and Accreditation of Federal Information Systems; and NIST SP 800-53, Recommended Security Controls for Federal Information Systems. An authorized senior management official shall sign the draft IT-SC&A and provide it to the Contracting Officer for review, comment, and acceptance.

(i) After resolution of any comments provided by the Government on the draft IT-SC&A, the Contracting Officer shall accept the IT-SC&A and incorporate the Contractor's final version into the contract as a compliance requirement.

(ii) The Contractor shall also perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid. Evidence of a valid system accreditation includes written results of:

(A) Annual testing of the system contingency plan; and

(B) The performance of security control testing and evaluation.

(d) *Personal identity verification.* The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Technical Representative (COTR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12

requirements contained in “HHS–Controlled Facilities and Information Systems Security” requirements specified in the SOW/PWS of this contract.

(e) *Contractor and subcontractor employee training.* The Contractor shall ensure that its employees, and those of its subcontractors, performing under this contract complete HHS-furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the COTR evidencing that Contractor employees have completed the required training.

(f) *Government access for IT inspection.* The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.

(g) *Subcontracts.* The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that—

- (1) Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or
- (2) Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on a HHS or the Contractor's information system.

(h) *Contractor employment notice.* The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.

(i) *Document information.* The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(j) *Contractor responsibilities upon physical completion of the contract.* The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.

(k) *Failure to comply.* Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.
(End of clause)

H.16 Working with Classified Material (Jan 2009)

Neither NIOSH-DCAS 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 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, 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, the contractor will submit the final document to DOE for review if significant technical changes have been made prior to being made available to the general project personnel (NIOSH and contractor), or to the public (for instance, by posting on the NIOSH-DCAS website).
(End of Clause)

H.17 Non-Disclosure Agreement for Contractor and Contractor Employees (Mar 2006)

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.

- (a) 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."
- (b) The Contractor shall inform employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.
- (c) 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.
- (d) 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 may be discussed.
- (e) 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 contractors' 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

(End of Clause)

H.18 Observance of Legal Holidays and Administrative Leave (Government Facilities Performance) (Feb 2011)

(a) Holidays

Government personnel observe the following listed days as holidays:

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Christmas Day

New Year's Day

Columbus Day

Martin Luther King Day

Any other day designated by Federal Statute

Any other day designated by Executive Order

Any other day designated by Presidential proclamation

For purposes of contract performance, the Contractor shall observe the above holidays on the date observed by the Government. Observance of such days shall not be cause for an additional period of performance or entitlement to compensation except as otherwise set forth in the contract. No form of holiday or other premium compensation will be reimbursed, however this does not preclude reimbursement for overtime work authorized in writing by the Contracting Officer.

(b) Unscheduled Facility Closures

In the event Government facilities are closed due to inclement weather, potentially hazardous or unsafe conditions, or other special circumstances, contractor personnel assigned to work within those facilities are automatically dismissed. Notwithstanding the terms of this clause, the contractor shall comply with any specific contract terms that require a level of ongoing support for critical operations during times of facility closure. The contractor may also continue to provide support under a scheduled telework arrangement in accordance with the terms of the contract if the contract expressly authorizes telework in writing.

(c) Cost Impact

Accounting for costs associated with an unscheduled facility closure is unique to each contract and depends upon a number of factors such as:

- i) Contract type, e.g. Fixed Price, Time and Materials, or Cost Reimbursement.
 - ii) Contractor's established management and accounting practices for unproductive time.
 - iii) The inclusion and applicability of other contract clauses.
- iv) The ability of the contractor to mitigate costs by reassigning employees to work on other contracts, to work from a different facility, or to work remotely from home in accordance with contract telework provisions.
(End of Clause)

H.19 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 an 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.
(End of Clause)

H.20 Smoke Free Environment Certification (Feb 2009)

The Centers for Disease Control and Prevention (CDC) recognizes that secondhand smoke (SHS) exposure poses serious health risks to nonsmokers. SHS exposure in the workplace has been linked to an increased risk for heart disease and lung cancer among adult nonsmokers. SHS has been designated as a known carcinogen (cancer-causing agent) by the National Toxicology Program of the U.S. Environmental Protection Agency and by the International Agency for Research on Cancer (IARC). The National Institute for Occupational Safety and Health has concluded that SHS is an occupational carcinogen. There is no risk-free level of SHS exposure. Separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot eliminate this exposure. SHS is an important preventable cause of death from cancer and other illnesses, and many Americans, both adults and children, remain at significant risk from SHS exposure.

It is the CDC's intent to protect the health of all CDC employees and reduce cancer and other serious health hazards caused by SHS exposure. Therefore, all meetings and conferences organized and/or sponsored or co-sponsored by the CDC shall be held in a conference venue that provides a smoke-free environment. A smoke-free conference venue is defined as a venue that makes ALL public places in the hotel and in all meeting facilities smoke-free. This includes, but is not limited to, meeting rooms, common areas such as lobbies and hallways, all indoor public spaces, all indoor employee work areas, restaurants (including restaurant bar areas), and lounges.

Conferences include symposia, seminars, workshops, and any other organized and formal meeting lasting one or more days, where CDC personnel assemble to exchange information and views or explore or clarify a defined subject, problem, or area of knowledge.

CERTIFICATION: Offeror's acceptance of any resulting contract certifies that the meeting/conference venue provided is "smoke-free" and that all CDC personnel attending said meeting/conference will be doing so in a smoke-free environment.

(End of Clause)

H.21 Smoke Free Working Environment (May 2009)

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.

(End of Clause)

H.21 CDC37.0001 Non-Personal Services (April 2013)

(a) Personal services shall not be performed under this contract. Although the Government may provide sporadic or occasional instructions within the scope of the contract, the Contractor is responsible for control and supervision of its employees. If the Contractor (including its employees) believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The contractor shall comply with, and ensure their employees and subcontractors comply with, CDC Policy titled "Identification of Contractors' Employees and Safeguarding Government Information." No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. . The contractor is limited to performing the services identified in the contract statement of work and shall not interpret any communication with anyone as a permissible change in contract scope or as authorization to perform work not described in the contract. All contract changes will be incorporated by a modification signed by the Contracting Officer.

(c) The Contractor shall ensure that all of its employees and subcontractor employees working on this contract are informed of the substance of this clause. The Contractor agrees that this is a non-personal services contract; and that for all the purposes of the contract, the Contractor is not, nor shall it hold itself out to be an agent or partner of, or joint venture with, the Government. The Contractor shall notify its employees that they shall neither supervise nor accept supervision from Government employees. The substance of this clause shall be included in all subcontracts at any tier.

(d) Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept or reject the services performed under this contract.

(End of Clause)

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/these address(es):

<http://www.acqnet.gov>

<http://farsite.hill.af.mil/>

(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 Health and Human Services Acquisition Regulation (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

FAR SOURCE	TITLE AND DATE
52.202-1	Definitions (Jan 2012)(Deviation)(HHSAR 352.202-1)(Jan 2006)
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 (Oct 2010)
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 (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)
52.204-2	Security Requirements (Aug. 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (May 2011)
52.204-7	System for Award Management (Jul 2013)
52.204-13	System for Award Management Maintenance (Jul 2013)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations – Representation (May 2011)
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)

52.215-2	Audit and Records - Negotiation (Oct 2010)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Aug 2011)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (Aug 2011)
52.215-12	Subcontractor Cost or Pricing Data (Oct 2010)
52.215-13	Subcontractor Cost or Pricing Data - Modifications (Oct 2010)
52.215-14	Integrity of Unit Prices (Oct 2010)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)
52.215-16	Facilities Capital Cost of Money (June 2003)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 2010)
52.215-23 Alt 1	Limitations on Pass-Through Charges (Oct 2009) Alt 1 (2009)
52.216-7	Allowable Cost and Payment (Jun 2011)
52.219-8	Utilization of Small Business Concerns (Jan 2011)
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 (Dec 2010)
52.222-1	Notice to Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (Jun 2003)
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 2010)
52.222-36	Affirmative Action for Workers With Disabilities (Oct 2010)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)
52.222-38	Compliance with Veterans' Employment Reporting Requirements (Sep 2010)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.222-54	Employment Eligibility Verification (Jul 2012)
52.223-6	Drug-Free Workplace (May 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)

52.225-1	Buy American Act – Supplies (Feb 2009)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 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)
52.227-17	Rights in Data – Special Works (Dec 2007)
52.228-7	Insurance -- Liability to Third Persons (Mar 1996)
52.230-2	Cost Accounting Standards (May 2012)
52.230-3	Disclosure and Consistency Cost Accounting Practices (May 2012)
52.230-6	Administration of Cost Accounting Standards (Jun 2010)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-17	Interest (Oct 2010)
52.232-20	Limitation of Cost (Apr 1984)
52.232-22	Limitation of Funds (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2008) – Alternate I (Feb 2002)
52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Jul 2013)
52.233-1	Disputes (July 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 (Dec 2010)
52.245-1	Government Property (Apr 2012)
52.245-9	Use and Charges (Apr 2012)
52.246-5	Inspection of Services – Cost Reimbursement (Apr 1984)
52.246-25	Limitation of Liability - Services (Feb 1997)
52.248-1	Value Engineering (Oct 2010)

52.249-6 Termination for Convenience of the Government (Cost Reimbursement) (May 2004)
52.249-14 Excusable Delays (Apr 1984)
52.252-4 Alterations in Contract (Apr 1984)
52.253-1 Computer Generated Forms (Jan 1991)

HHSAR SOURCE

TITLE AND DATE

352.201-70 Paperwork Reduction Act (Jan 2006)
352.202-1 Definitions (Jan 2006)
352.203-70 Anti-Lobbying (Mar 2012)
352.216-70 Additional Cost Principles (Jan 2006)
352.219-70 Mentor-Protégé Program (Jan 2010)
352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations (Jan 2010)
352.223-70 Safety and Health (Jan 2006)
352.224-70 Privacy Act (Jan 2006)
352.227-70 Publications and Publicity (Jan 2006)
352.228-7 Insurance – Liability to Third Persons (Dec 1991)
352.233-71 Litigation and Claims (Jan 2006)
352.242-70 Key Personnel (Jan 2006)
352-242-71 Tobacco-free Facilities (January 2006)
352.242-73 Withholding of Contract Payments (Jan 2006)
352.242-74 Final Decisions on Audit Findings (Apr 1984)

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—

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

b) 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:

Poster(s)	Obtain From
Contractor Code of Ethics and Business Conduct Poster, from DHHS	https://oig.hhs.gov/fraud/report-fraud/index.asp or https://oig.hhs.gov/fraud/report-fraud/OIG_Hotline_Poster.pdf

Contracting Officer shall insert—

a) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster; and

b) The website(s) or other contact information for obtaining the poster(s).

(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 52.217-8 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 period prior to expiration of the contract or any exercised option period.**

(End of Clause)

I.5 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 period**

prior to expiration of the contract or any exercised option period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days [before the contract expires]. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years**.

(End of Clause)

I.6 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 Contracting Officer (CO) within 30 days.

(2) The Contractor shall also notify the CO 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 CO 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.7 FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.8 FAR 52.219-28 Post-Award Small Business Program Representation (Apr 2009) (revised)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the SAM, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM (formerly ORCA), or does not have a representation in SAM (formerly ORCA) for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [X] is not a small business concern under NAICS Code 541990 assigned to contract number 200-2014-57820. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I.9 FAR 52.222-2 Payment for Overtime Premiums (Jul 1990)

The use of overtime is authorized under this contract if the overtime premium does not exceed (\$5,000) 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.

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.

(End of clause)

I.10 FAR 52.209-9 – Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2011)(revised)

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management www.sam.gov (formerly Central Contractor Registration database at <http://www.ccr.gov>).

(b)

(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)

(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I.11 DEAR 952.204-2 SECURITY (MAR 2011)

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.

(d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of Formerly Restricted Data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information-- (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of National Security Information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, *Classified National Security Information*, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of Special Nuclear Material.* The term "*special nuclear material*" means-- (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization--

A. The date(s) each Review was conducted;

B. Each entity that provided information concerning the individual;

C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

E. The results of the test for illegal drugs.

(i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) *Foreign Ownership, Control, or Influence.* (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(End of clause)

I.12 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order

12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

(End of clause)

I.13 HHSAR 352.231-70 SALARY RATE LIMITATION (AUGUST 2012)

(a) Pursuant to the current and applicable prior HHS appropriations acts, the Contractor shall not use contract funds to pay the direct salary of an individual at a rate in excess of the Federal Executive Schedule Level in effect on the date the funding was obligated (the effective date of the contract action). Funding obligated on or after December 23, 2011 cannot be used to pay the direct salary of an individual at a rate in excess of Federal Executive Schedule Level II.

(b) For purposes of the salary rate limitation, the terms "direct salary," "salary", and "institutional base salary", have the same meaning and are collectively referred to as "direct salary", in this clause. An individual's direct salary is the annual compensation that the Contractor pays for an individual's direct effort (costs) under the contract. Direct salary excludes any income that an individual may be permitted to earn outside of duties to the Contractor. Direct salary also excludes fringe benefits, overhead, and general and administrative expenses (also referred to as indirect costs or facilities and administrative [F&A] costs).

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with contract funds.

(c) The salary rate limitation also applies to individuals under subcontracts. If this is a multiple-year contract or order, it may be subject to unilateral modification by the Contracting Officer to ensure that an individual is not paid at a rate that exceeds the salary rate limitation provision established in the HHS appropriations act in effect when the expense is incurred regardless of the rate initially used to establish contract or order funding.

(d) See the salaries and wages pay tables on the U.S. Office of Personnel Management Web site for Federal Executive Schedule salary levels that apply to the current and prior periods.

(End of clause)

I.14 FAR52.244-2 Subcontracts (Oct 2010) Alternate I (Jun 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 certified 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 certified 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 certified 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 certified 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) 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.

(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 subcontracts, which were evaluated during negotiations:

(End of Clause)

I.15 CDC100.0001 Needle Exchange (May 2013)

No funds appropriated in the FY13 Appropriations Act and obligated to this contract may be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

(End of clause)

Section J - List Of Attachments

- J.1 In-and Out-Processing of CDC FTEs, PSCs, Contractors, and other Non-FTEs Policy
- J.2 Visitors and Foreign Nationals in the Workplace at CDC Policy
- J.3 Standard Contractor Performance Report
- J.4 ACH Vendor / Miscellaneous Payment Enrollment Form
- J.5 HHS Small Business Subcontracting Plan template (for completion and submission by Offerors which are other than small businesses)
- J.6 Computer Assisted Telephone Interview (CATI) scripts
- J.7 Dose Reconstruction Report Example
- J.8 Performance Based Award Fee Evaluation Plan
- J.9 Privacy Act System Notice 09-20-0147 (<http://www.cdc.gov/SORNnotice/09-20-0147.htm>)
- J.10 Past Performance Questionnaire
- J.11 Government Furnished Property
- J.12 DD Form 254 – Department of Defense Contract Security Classification Specification
- J.13 DOE F 470.1 Department of Energy Contract Security Classification Specification (CSCS)