

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1   41
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2. CONTRACT (Proc. Inst. Ident.) NO. 200-2002-00593	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY Centers for Disease Control and Prevention Contracts Management Branch PO Box 18070, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070	CODE	436	6. ADMINISTERED BY (If other than Item 5) Centers for Disease Control and Prevention Contracts Management Branch PO Box 18070, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070 Approved as to Form and Legality: _____	CODE	436
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Oak Ridge Associated Universities 130 Badger Ave P O Box 117 Oak Ridge, TN 37831-6218	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 5

CODE 443	FACILITY CODE
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11. SHIP TO/MARK FOR  CODE	12. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention Financial Management Office Cincinnati, OH 45226
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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 9278409 2513 2002 7520943 11BY8 \$25,000,000.00
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001	Radiation Dose Estimation, Dose Reconstruction and Evaluation of SEC Petitions Under EEOICPA	1	Job	Est. Cost Awd. Fee	\$68,700,262.00 1,366,138.00

15G. TOTAL AMOUNT OF CONTRACT → \$ 70,066,400.00

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**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 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 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 _____ <small>(Signature of person authorized to sign)</small>	19C. DATE SIGNED
20B. UNITED STATES OF AMERICA BY _____ <small>(Signature of person authorized to sign)</small>	20C. DATE SIGNED

## Section B - Supplies Or Services and Prices/Costs

### B.1

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Dose Reconstruction Provide support for a five (5) year dose reconstruction program.	1 Job	\$70,066,400.00	\$70,066,400.00

Cost Plus Award Fee Line Items. Base Contract.

CLIN/SLIN	ESTIMATED COST	AWARD FEE	TOTAL AMOUNT	
0001	\$68,700,262.00	\$1,366,138.00	\$70,066,400.00	

### B.2 Compensation (Cost Plus Award Fee)

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

- a. The total estimated contract amount including allowable costs and award fee is \$70,066,400.00.
- b. The contractor will not be paid a base fee hereunder, however, the contractor may earn up to \$1,366,138.00 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 Cost Plus Award Fee Evaluation Plan attachment.
- c. The estimated cost and potential award fee amount for the contract is:

<u>Estimated Cost</u>	<u>Maximum Award Fee</u>
\$68,700,262.00	\$1,366,138.00

- d. The contractor's performance shall be evaluated approximately six (6) months from the effective date of the contract and semi-annually thereafter. The Contractor may earn up to the maximum award fee for the highest level of technical performance at the lowest possible evaluated cost. The total available award fee payable will be divided into ten (10) equal amounts, each of which represents the maximum fee the contractor may earn for each six (6) month evaluation period.

e. For the purpose of making the Government's determination of periodic award fees earned, the criteria is set forth in Attachment 8 entitled "Cost Plus Award Fee Evaluation Plan" shall be utilized to evaluate contractor's performance. The Government's determination of award fees earned is subject to appeal under FAR Clause 52.233-1, Disputes, included in Section I.

f. Award Fee

(1) The contractor's performance hereunder shall be evaluated semi-annually by the Award Fee Evaluation Board comprised of individuals appointed by the Chairperson, Award Fee Evaluation Board. The Board will determine whether, and to what extent, the contractor's performance of the preceding six (6) month period warrants payment of a prorated share of the fee pool provided for in the section of this contract entitled COMPENSATION (COST-PLUS-AWARD-FEE). 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.

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

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

**B.3**     **Funding**

- a.   Total funds currently available for payment and allotted to this contract are \$25,000,000.00, of which \$24,512,256.00 represents the estimated reimbursable costs and \$487,744.00 represents the award fee funded.
  
- b.   It is estimated that the amount currently allotted will cover contractor performance through approximately September 30, 2004.
  
- c.   The Contracting Officer may allot additional funds to the contract without the concurrence of the contractor.

## Section C - Description/Specification/Work Statement

### A. PROJECT IDENTIFICATION AND PURPOSE

The National Institute for Occupational Safety and Health (NIOSH) Office of Compensation Analysis and Support (OCAS) is responsible for conducting individual dose reconstructions on employees of the Department of Energy (DOE) and its predecessor agencies, its contractors and subcontractors, and Atomic Weapons Employers (AWEs) under the Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA). To support NIOSH's role under EEOICPA, OCAS requires the services of a contractor to assist in the implementation of a number of major program elements.

### B. PROJECT OBJECTIVES

Given the major elements outlined above that NIOSH must execute to implement its responsibilities under EEOICPA, the objectives of this contract include the following:

**1. Database management:** Manage, operate, maintain, secure, and support comprehensive and accessible databases to serve dose reconstructions and administrative reviews of dose reconstructions and Special Exposure Cohort (SEC) petitions. Information managed by the contractor will be migrated to the NIOSH repository of dosimetry-related data on DOE and AWE facilities, on classes of employees at such facilities, and on individual claims under EEOICPA including dose reconstructions. NIOSH will develop the baseline architecture for the SQL Server 2000 database that will contain dose reconstruction related information obtained from the DOE sites. The database will initially be populated with records that NIOSH has collected during 10 years of epidemiological research on DOE worker cohorts. As additional information becomes available, the contractor is expected to provide assistance in migrating these new data to the NIOSH system. Separate from the main dose reconstruction database, the contractor is expected to develop and maintain its own databases related to the results of project related research and case file management.

**2. Identify data relevant to reconstructing radiation doses and evaluating petitions:** Through site visits and other appropriate methods, and in coordination with NIOSH, OCAS, the contractor shall investigate the conditions, processes, practices and incidents at DOE and AWE facilities which provide information of value to NIOSH, OCAS in reconstructing claimant's radiation doses and evaluating SEC petitions. In coordination with NIOSH, OCAS, and with the cooperation of DOE, the contractor shall obtain, review, verify and enter relevant data into a database system and submit final electronic information to NIOSH for addition to the SQL Server database system. Examples of the types of information that could be used to evaluate exposure conditions at DOE and contractor facilities are provided in Attachment 1, Table 1.

Note: Although the contractor is expected to conduct site visits to evaluate information resources at DOE and contractor facilities, it is not the contractor's responsibility to physically retrieve these records.

**3. Claimant interviews:** As directed under 42 CFR Part 82 and consistent with NIOSH guidelines and protocols, the contractor shall conduct computer assisted telephone interviews with claimants, and as appropriate, co-workers and other potential sources of relevant information, providing for review of the data collected by the claimant, and entering the case file data into the NIOSH database system.

**4. Dose Estimation and Reporting:** Consistent with the technical guidelines provided by NIOSH, the contractor shall produce and report to NIOSH, OCAS dose estimates, supporting methodology, and documentation of the factual basis for each claim received by NIOSH from DOL under EEOICPA.

**5. Technical and program management support:** The contractor shall provide timely and complete information and analyses in support of dose reconstructions and SEC petitions as needed to respond to requests which NIOSH receives from claimants, petitioners, DOL, the Advisory Board on Radiation and Worker Health, Congress and other parties. The contractor shall provide periodic performance and costs reports as specified by NIOSH, including reports of quality assurance monitoring. The contractor shall be available for meetings and teleconferences as needed.

## C. APPLICABLE DOCUMENTS

1. The Energy Employees Occupational Illness Compensation Program Act (EEOICPA), Public Law 106-398 (October 30, 2000).
2. Executive Order 13179.
3. Title 20 U.S. Code of Federal Regulations Part 30.
4. Privacy Act of 1974 (Title 5 U.S. Code of Federal Regulations Part 552a).
5. Centers for Disease Control and Prevention Sensitive Data Security Policy.
6. Federal Register Volume 66, No. 194, 42 CFR Part 81, Guidelines for Determining the Probability of Causation Under the Energy Employees Occupational Illness Compensation Program Act of 2000 - Notice of Proposed Rulemaking, October 5, 2001, pp. 50967 - 50978.

7. Federal Register Volume 66, No. 194, 42 CFR Part 82, Methods for Radiation Dose Reconstruction Under the Energy Employees Occupational Illness Compensation Program Act of 2000 - Interim Final Rule With Request for Comments, October 5, 2001, pp. 50978 - 50991.

#### **D. SCOPE OF WORK**

The support services that the dose reconstruction contractor will be expected to provide are listed below. While the number of cases to be processed on an annual basis is subject to fluctuation, it is estimated that the first year's effort will include approximately 9,000 dose reconstructions with a range between 1,500 to 8,000 in years two through five.

1. **Database management:** The contractor shall manage, operate, maintain, secure, and support comprehensive and accessible databases that: 1) serve the technical and administrative aspects of dose reconstructions and evaluation of SEC petitions; 2) provide for effective case file management and tracking; and, 3) are compatible with the NIOSH relational database management system that will serve as a repository of dosimetry-related data on DOE and AWE facilities, and on classes of employees at such facilities. This task will include the following:
  - a. The contractor shall update and validate occupational exposure information in the NIOSH developed SQL Server 2000 database. This database, which is intended to serve as the main repository for all DOE, DOE contractor and AWE data, will initially be populated with exposure data collected by NIOSH during the conduct of epidemiological studies. As new information is received from DOE sites, claimants and other sources, the contractor is expected to evaluate the quality of the new data and to update the database as appropriate. The latter includes the electronic migration of data files, as well as scanning and manual entry of hard copy records. NIOSH envisions that large sets of electronic information will be transferred to the NIOSH SQL Server 2000 database on a daily basis.
  - b. Using the data contained in the NIOSH SQL Server 2000 database and the results of site evaluations, the contractor shall develop secondary database systems that provide, to the extent possible, for the development of exposure profiles at individual sites. Ideally, NIOSH desires that an exposure profile matrix be constructed for each site which could be used to define similar exposure groups (i.e., tasks within jobs, jobs within departments, etc.).
  - c. To provide for efficient claims processing, the contractor shall develop a case file tracking database that details the status and/or disposition of each case provided to them. Written documentation of the overall design and operation of this database must be provided for NIOSH approval within thirty (30) days after contract award. The database must also provide for the generation of performance measures related to claims processing, such as the number of claims received, the

number awaiting DOE records, the number currently undergoing dose reconstruction, the number completed, the average time for a dose reconstruction, the dose reconstruction backlog and other performance measures that NIOSH deems appropriate. This database must be compatible with the NIOSH in-house claims tracking database. While this database is currently operated using Microsoft Access, it will be updated to operate under a Microsoft SQL server 2000 environment in the near future.

- d. Within thirty (30) days after contract award and prior to implementation of the research database, the contractor shall provide, for approval by NIOSH, written documentation of the overall design, security protocols to be employed and definitions of all variables. The government will provide written comments or approval within (30) days after submission by the contractor.
- e. The contractor shall develop and implement strategies to ensure the quality of data entered by its staff.
- f. The contractor shall establish and implement procedures to ensure that its employees establish and maintain records in accordance with relevant provisions of the Privacy Act and CDC Staff Manual on Confidentiality (Attachment 6).

2. **Identify data relevant to reconstructing radiation doses and evaluating SEC petitions:**

- a. **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 will include the following:
  - (1) In coordination with NIOSH and with the cooperation of DOE, the contractor shall request from DOE (as necessary) and other entities all known sources of information applicable to individual claims or petitions to supplement any such information in the NIOSH claims database. It is expected that the collection of this information will be conducted under a Memorandum of Understanding that will be established between HHS and DOE.
  - (2) On a weekly basis, the contractor shall abstract and enter into the NIOSH database any additional information obtained by the contractor for individual dose reconstructions or SEC petition evaluations.
  - (3) The contractor shall maintain a local office in Cincinnati, Ohio to abstract, enter or migrate necessary information from DOE and other records into the database for use in dose reconstructions or other purposes.

- (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 and their causes, and involve NIOSH as necessary to obtain their timely resolution.
3. **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 will include the following:
    - (1) The contractor shall review and analyze records from DOE and AWEs useful to interpret recorded dosimetry information, to evaluate the adequacy and completeness of dosimetry information, and to substitute for unavailable or incomplete dosimetry information. As previously stated, NIOSH does not expect that the contractor will be responsible for the physical collection and retrieval of records at DOE and DOE contractor facilities. Plans for site visits and the research to be performed there must be approved by NIOSH.
    - (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.
    - (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 make final determinations concerning such procedures and assumptions, which will be consistent with requirements under 42 CFR Part 82 and NIOSH technical guides.
    - (4) The contractor shall produce and submit to NIOSH reports summarizing methods, data sources, and findings of research on facilities on a mutually agreed upon frequency.

4. **Claimant interviews:** 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 either covered employees, survivors or co-workers have been prepared. An example script is provided in Attachment 3. Since these scripts have been reviewed and approved by the Office of Management and Budget (OMB) under the requirements of the Paperwork Reduction Act of 1995, any substantive changes will require approval by OMB. The contractor should assume that 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.

It is required that the contractor perform the telephone interviews at a NIOSH provided facility in Cincinnati, Ohio. NIOSH will provide the office space, furniture, and computer equipment necessary for conducting the interviews. This task will include the following:

- (1) The contractor shall conduct CAT interviews with claimants, co-workers, and others.
  - (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 on a weekly basis.
  - (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.
  - (4) The contractor shall provide a toll free telephone line to address claimants questions within 30 days of award. This will be in addition to the claimant telephone support service that NIOSH is currently offering.
5. **Dose Estimation and Reporting:** As directed under 42 CFR Part 82 and consistent with NIOSH technical guides, the contractor shall produce and report timely dose estimates, supporting methodology, and factual basis for each claim received by NIOSH from DOL under EEOICPA (potentially 1,500 to 8,000 dose reconstructions annually). This task will include the following:
    - (1) 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.

- (2) Internal and external radiation dose estimates will be calculated for each organ that the claimant presents with a primary cancer. The annual dose to each organ will be calculated from the time of first exposure at a covered facility to the date of cancer diagnosis. As appropriate, a separate dose shall be computed for each type of radiation exposure received by the individual, using the exposure types provide for in the NIOSH-IREP program. These doses will be reported as equivalent dose using the weighting factors provided in the NIOSH technical guides. As part of NIOSH's ongoing QA program, the contractor will be provided blind test claims on a periodic basis.
- (3) Internal dose calculations shall be performed using standard metabolic models published by the International Commission on Radiological Protection (ICRP). These calculations will be performed using a NIOSH supplied computer program entitled Integrated Module for Bioassay Analysis (IMBA). This program was specially created for NIOSH to perform internal dose calculations using the most recent physiologically based biokinetic models such as those contained in ICRP publications 56, 67 and 69. Inhalation intakes will be evaluated using the respiratory tract model contained in ICRP publication 66\*.
- (4) Within 30 days of award, NIOSH will provide training on the internal dose assessment software for a maximum of six (6) contractor personnel as designated by the Contractor. Within thirty (30) days after receiving training from NIOSH, the contractor shall be responsible for providing and documenting training to members of their technical team involved in conducting dose reconstructions. Throughout contract performance, the Contractor shall provide this training and certification to any new employees prior to their performing dose reconstruction work.
- (5) Estimates of missed dose, due to technical limitations in monitoring technology, will be evaluated and included in the claimant's dose reconstruction for both internal and external sources of exposure. In addition, any exposure to diagnostic x rays that were required as a condition of employment will be estimated and included in the claimant's total organ dose.

\* International Commission on Radiological Protection (ICRP). 1994. *Human Respiratory Model for Radiological Protection*. ICRP Publication 66, Annals of the ICRP **24**(1-4). Elsevier Scientific Ltd., Oxford.

- (6) The contractor shall review with NIOSH and revise dose reconstructions, as necessary, subject to NIOSH oversight of the dose reconstruction program.
- (7) The contractor shall work with NIOSH in the development of 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 make final determinations for such procedures and assumptions, which will be consistent with requirements under 42 CFR Part 82 and NIOSH technical guides.

6. **Technical and program management support:**

- a. Provide timely and complete information and analyses to NIOSH as needed to review individual dose reconstructions or dose reconstruction procedures and practices or SEC petition evaluations, to respond to requests by DOL, the Advisory Board on Radiation and Worker Health, and Congress, and to support NIOSH management in the dose reconstruction and SEC petition evaluation program. This task will include the following:
  - (1) The contractor shall prepare and provide timely analyses, information and reports to NIOSH in response to reviews of individual dose reconstructions requested by DOL in the adjudication of claims.
  - (2) The contractor shall prepare and provide timely analyses, information, and reports to NIOSH in response to reviews of dose reconstructions and dose reconstruction methods 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 Accounting Office.
  - (3) The contractor shall prepare and provide timely analyses, information, and reports to NIOSH in support of Congressional briefings and in response to Congressional inquiries.
  - (4) The contractor shall prepare and provide timely analyses, information, and reports to NIOSH, and meet with NIOSH as necessary to support NIOSH management of the dose reconstruction or SEC petition evaluation program.

(5) Within 30 days of award, the contractor shall establish an efficient, timely electronic claim tracking system compatible with and coordinated with an OCAS tracking system to support reporting of dose reconstruction process status to claimants.

(6) The contractor shall provide records to NIOSH in a timely fashion such that NIOSH can comply with requests for records under the Freedom of Information Act and Privacy Act.

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

(1) The contractor shall prepare and submit to NIOSH monthly performance reports and quarterly cost reports covering all tasks under this contract.

(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 will describe the organizational structure, functional responsibilities, levels of authority, and interfaces for those personnel managing, performing, and assessing the adequacy of work performed as part of this contract. Prior to beginning work, the contractor's quality assurance plan must be reviewed and approved by NIOSH.

(3) The Contractor's Project Manager shall participate in person or by teleconference in bi-monthly meetings with OCAS and other topical meetings convened by OCAS.

(4) The contractor shall conduct semiannual program reviews and provide the results of these reviews to NIOSH, OCAS.

## **E. DETAILED TECHNICAL REQUIREMENTS**

1. **Methodological requirements:** The contractor shall make every effort to comply fully for each dose reconstruction with the procedures, methods, and intent specified under 42 CFR 82 and NIOSH technical guides.

2. **Performance requirements:** NIOSH will evaluate the adequacy of the contractor's performance using the following quantitative criteria<sup>1</sup>:

<sup>1</sup> *These requirements apply to the steady state processing of claims. Since it is likely that there will be a substantial backlog of dose reconstructions at the inception of this contract, NIOSH and the Contractor will negotiate performance criteria for all claims on hand at the beginning of the dose reconstruction effort.*

- (1) The contractor shall complete and transmit to NIOSH 90% of the dose reconstructions within 30 calendar days after all information necessary to conduct a dose reconstruction has been received from DOE or other sources.
  - (2) The contractor shall complete and transmit to NIOSH all dose reconstructions within 180 calendar days of the contractor's receipt of the dose reconstruction request. NIOSH must be notified in writing of any difficulty encountered with receiving dose reconstruction information from the DOE. If the contractor believes that data to perform the dose reconstruction are not complete, due to an inability to obtain requested information, NIOSH and the contractor will meet to determine a course of action. NIOSH will take into consideration any circumstances that are not reasonably under the control of the contractor.
  - (3) The contractor shall meet mutually agreed upon deadlines on transactions involving Advisory Board, Congressional, FOIA, and NIOSH designated activities.
  - (4) The contractor shall conduct interviews with 95% of claimants within 14 calendar days of the contractor's receipt of the dosimetry records from the DOE.
  - (5) The contractor shall use quality assurance procedures to limit to one percent annually the percentage of completed dose reconstructions that are found by NIOSH to include substantial factual or procedural errors (errors that would require revision of the dose reconstruction and reporting of new results to the claimant and DOL).
  - (6) The contractor shall meet mutually agreed upon deadlines in completing dose reconstruction research.
3. **Personnel requirements:** NIOSH requires the following performance-related criteria regarding personnel employed by the contractor:
- (1) Each dose reconstruction will be overseen and reviewed, or conducted by a health physicist who will be identified in the transmittal cover of each dose reconstruction report. All health physicists who conduct dose reconstructions will have, at a minimum, five years of relevant professional experience. An advanced degree in health physics or a related field may substitute for two years experience.
  - (2) Each dose reconstruction interview will be conducted by an interviewer who: (a) has a 4-year college degree at a minimum; (b) has completed training in telephone interviewing techniques and the basic approaches being applied for dose reconstructions under EEOICPA; (c) is familiar with EEOICPA, the general requirements of 42 CFR 82 and the NIOSH technical guides; and (d) is familiar with historical working conditions and work processes at DOE facilities. Each dose reconstruction interview will be reviewed by a health physicist.

- (3) All personnel who perform dose reconstruction related work will be trained in the use of standard operating procedures that have been either developed or approved by NIOSH, OCAS. Records of this training shall be documented.
- (4) The contractor will have at least one technical staff member who currently has, or is capable of reinstating in a short time period, a DOE Q clearance. As experience dictates, the contractor will be responsible for maintaining a sufficient number of personnel with DOE Q clearances to accommodate demand.

## **Section D - Packaging And Marking**

There are no clauses/provisions included in this section.

## **Section E - Inspection And Acceptance**

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

### **E.1 Inspection and Acceptance (Jul 1999)**

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

## Section F - Deliveries Or Performance

### F.1 **STOP-WORK ORDER - FAR 52.242-15 ( Alternate 1) (APR 1984)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted asserted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Office shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**F.2 Deliverable Documentation (Jul 1999)**

(a) Documentation

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

(1) Monthly Technical Letter Report

Quantity: Two (2) copies

Due Date: On or before fifteen (15) days after the end of the reporting period

(2) Quarterly Financial Letter Report

Quantity: Two (2) copies

Due Date: On or before fifteen (15) days after the end of the reporting period

(3) Case File Tracking Database Documentation

Quantity: One (1) copy

Due Date: Within thirty (30) days after contract award

(4) Research Database Documentation

Quantity: One (1) copy

Due Date: Within thirty (30) days after contract award

(5) Internal Training on Dose Assessment Software (Certification)

Quantity: One (1) copy

Due Date: Within thirty (30) days after Government training

(6) Quality Assurance Plan

Quantity: One (1) copy

Due Date: Within ninety (90) days after contract award

(7) Semi-Annual Program Review

Due Date: Semi-annually from date of contract award through contract completion.

(8) Subcontracting Program Reports

- 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 (Rev. 10/2000) Subcontracting Report for Individual Contracts
  - (2) Standard Form 295 (Rev. 10/2000) Summary Subcontract Report
- b. In addition to the reporting information specified on the report forms, the contractor shall provide in the "Remarks" block of 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.

(b) Report Content

(1) Monthly Technical Letter Report

The contractor shall prepare and submit monthly technical letter progress reports in narrative form which shall contain technical results of the work accomplished during the reporting period. 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. This document shall report progress and planning so as to correspond with the work schedule contained in the Government approved program plan.

(2) Quarterly Financial Letter Report

The contractor shall prepare and submit quarterly financial letter reports which will summarize in tabular form the expenditures for the current quarter and the cumulative expenditures through the current quarter. The report shall contain a detailed actual cost breakdown in the same categories which appeared in the contractor's cost proposal (including the extent of cost sharing) both for the current quarter and cumulatively through the current quarter. A graph comparing actual and planned cumulative expenditures versus time will be included. Any gross deviations should be explained. In addition, any outstanding commitments as of the end of the reporting period shall also be reflected in the report.

(c) 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.

(2) All quarterly reporting periods shall end on the last day of the last calendar month of each quarter.

(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 last month of the quarter 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 last month of the quarter immediately following the month during which the contract became effective.

(d) Delivery of Reports

One copy of each Technical and Financial Report shall be delivered prepaid to:

Centers for Disease Control and Prevention  
Pittsburgh Research Laboratory, Contracts Management Branch  
P.O. Box 18070, Cochran's Mill Road, Bldg. 140  
Pittsburgh, PA 15236-0070  
Attn: Larry E. Guess  
Contract No. 200-2002-00593

All remaining copies of the reports and deliverables shall be delivered prepaid to the Government Project Officer designated by the Contracting Officer.

**F.3 Period of Performance (July 1999)**

The effective date of this contract shall be the date shown in Block 3, Page 1, of this contract. The contractor shall complete the technical effort specified under Section C within sixty (60) months of the date of contract award.

**F.4 F.O.B. Destination - FAR 52.247-34 (Nov 1991)**

- (a) The term "f.o.b. destination," as used in this clause, means --
- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
  - (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee,

except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

- (b) The Contractor shall --
- (1) (i) Pack and mark the shipment to comply with contract specifications; or
  - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
  - (2) Prepare and distribute commercial bills of lading;
  - (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
  - (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
  - (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
  - (6) Pay and bear all charges to the specified point of delivery.

## Section G - Contract Administration Data

### G.1 CONTRACTING OFFICER

- (a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.
- (b) No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the United States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract.

### G.2 PAYMENTS

The cost of the work to be performed by the Contractor under this contract (exclusive of the award fee) is estimated at \$ 68,700,262.00. Subject to the provisions of the clause entitled "Allowable Cost and Payment" of Section I, payments shall be made on a monthly basis as work progresses.

### G.3 VOUCHERS

All vouchers shall reflect the exact dates covered (i.e., 1-28 September 1999). The cost categories set forth in the vouchers shall correspond by nomenclature to the cost categories set forth in the cost proposal on which the final negotiated cost figures are based. All vouchers shall reflect itemized cumulative totals of costs incurred on the contract to the date of that voucher. The voucher shall also contain itemized totals for the billing period of that voucher. Vouchers shall be submitted in an original and five (5) copies to the Contracting Officer.

### G.4 PROVISIONAL BILLING RATES

Subject to the provisions of the clause of Section I entitled "Allowable Cost and Payment - FAR 52.216-7 (APR 1984),- the following negotiated rates shall be used as provisional rates pending establishment of final negotiated rates:

Indirect Cost			
<u>Element</u>	<u>Rate</u>	<u>Base</u>	<u>Period</u>
G&A	22.19%	Total Direct Less 85% Of Equip.,Subcontracts, And Proj. Assoc. Cost	Date of Award Until Amended.

ORAU O/H	3.7%	G&A Base Less Fringe and Paid Absences	Date of Award Until Amended
Subcontract O/H	2.6%	Total Subcontract Cost	Date of Award Until Amended

**G.5 KEY PERSONNEL - HHSAR 352.270-5 (APR 1984)**

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals 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. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion, and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

**G.6 KEY PERSONNEL LISTING**

<u>NAME</u>	<u>TITLE</u>
Richard Toohey, Ph.D., CHP	Project Director
Phillip Wallace, MBA	Data Mgmt. Task Manager
William Tankersley, CIH	Data Ret. and Dose Res. Task Mgr.
Kathryn Robertson-DeMers, CHP	Claimant Int./Cin. Oper. Task Mgr.
James P. Griffin, CHP	Dose Estimation Task Manager
Pricilla Campbell, M.S.	Tech/Prog. Mgmt Support Task Mgr.
Elizabeth M. Brackett, CHP	Principal Internal Dosimetrist
Steven Merwin, CHP	Principal External Dosimetrist

**G.7 CONDITIONS OF OPERATION BY CONTRACTOR**

- (a) The Contractor assures the Government that the work performed under this contract shall be done in a proficient manner and conform to high professional standards.
- (b) All requests from foreign countries for technical information regarding this contract must be directed to the Contracting Officer. No information shall be divulged to such requestors without specific written authorization from the Contracting Officer. Also, no requests to a foreign country for technical information concerning the subject of this contract shall be made without specific written authorization from the Contracting Officer.

- (c) The Contractor agrees that the representations, certifications and acknowledgments contained in his proposal, including any proposal amendments are still true and accurate statements.

#### **G.8 TRAVEL COSTS**

Reimbursement of travel costs under this contract shall be in accordance with the General Services Administration Federal Travel Regulations. Upon request, the Contracting Officer will make a full text copy available. Also, the full text may be accessed electronically at: <http://gsa.gov/search.htm>.

#### **G.9 PAYMENT BY ELECTRONIC FUNDS TRANSFER (JAN 2000)**

(a) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration, incorporated by reference in Section I, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) 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) 687-6666.

(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.

(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:

Centers for Disease Control and Prevention, Box 15580 MS D-06, Accts. Payable, ACH Dept., Atlanta, GA 30333

#### **G.10 PROJECT OFFICER**

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

As used herein, technical directions are directions to the Contractor which fill in details, 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 project officer is not authorized to change any of the terms and conditions of this contract. Changes shall be made only by the Contracting Officer by properly written modification(s) to the contract.

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

#### **G.11 EVALUATION OF CONTRACTOR PERFORMANCE (SERVICE) (JAN 2000)**

(a) Purpose

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

(b) Performance Evaluation Period

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

(c) Evaluators

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

(d) Performance Evaluation Factors

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

(e) Contractor Review

A copy of the evaluation will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor shall submit comments, rebutting statements, or

additional information to the Contracting Officer within 30 calendar days after receipt of the evaluation.

(f) Resolving Disagreements Between the Government and the Contractor

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

(g) Release of Contractor Performance Evaluation Information

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

(h) Source Selection Information

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

(i) Retention Period

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

(End of Clause)

## **Section H - Special Contract Requirements**

### **H.1 Prohibition on the Use of Appropriated Funds for Lobbying Activities (Jul 1999)**

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

Section 1352 of Title 10, United States Code (Public Law 101-121, effective 12/23/89), among other things, prohibits a recipient (and their subcontractors) of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds (other than profits from a federal contract) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement. For additional information of prohibitions against lobbying activities, see FAR Subpart 3.8 and FAR Clause 52.203-12.

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

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

### **H.2 Notice of Radioactive Materials - FAR 52.223-7 (JAN 1997)**

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 15 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either
  - (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

- (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall
    - (1) Be submitted in writing;
    - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
    - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
  - (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
  - (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

### **H.3 Year 2000 Compliance (Jan 1997)**

Unless elsewhere exempted, information technology (if any) to be acquired under this contract/purchase order, which will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant as defined in Federal Acquisition Regulation Part 39.002.

#### **H.4 Identification of Data**

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 who generated the data.

#### **H.5 Smoke Free Environment**

In compliance with Department of Health and Human Services (HHS) regulations, all Contractor personnel performing work on-site shall observe the CDC/ATSDR smoke free working environment policy at all times. This policy prohibits smoking in other than designated areas.

#### **H.6 Review and Approval**

All materials developed or information of whatever nature resulting from work being performed under this contract will be submitted to the Contracting Officer for review and approval prior to publication or dissemination.

#### **H.7 Property Administrator**

Patricia A. Fisher, Centers for Disease Control and Prevention (CDC), Material Management Branch, 4998-C South Royal Atlanta Drive, Tucker, GA 30084, is hereby designated as the Property Administrator for this contract. The contractor agrees to furnish information regarding the Government property under this contract to the Property Administrator, in the manner and to the extent required by the Property Administrator, an authorized representative, or duly designated successors. The Contractor agrees to 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.

#### **H.8 Contract Printing**

This contract does not provide for printing in excess of the prescribed limits established by the Joint Committee on Printing. To the maximum extent practicable, printing will be performed by the Government as a cost savings measure.

#### **H.9 Subcontracts**

The Contracting Officer's written consent must be obtained before placing any subcontract for which advance notice is required pursuant to FAR Clause 52.244-2 entitled, "Subcontracts (Cost-Reimbursement and Letter Contracts) (OCT 1997)". Such notification shall include, but not be limited to, the type of subcontract, the amount, the name and location of the source, and a copy of the proposed subcontract including flow-down provisions to be included. Notification shall be supported by separate cost breakdowns reflecting all elements of cost completed in the same detail as presented in

the prime proposal as well as the basis for subcontractor selection. One copy of all executed subcontracts shall be forwarded to the Government Project Office and the Contracting Officer.

#### **H.10 Incorporation of Technical Proposal**

The Contractor's technical proposal pages 1 through 236 dated February 20, 2002 with appendices 1 through 9 as amended July 16, 2002, submitted in response to RFP 2002-N-00201, is hereby incorporated into the contract by reference. The Contractor shall perform the work substantially as set forth in the technical proposal. Any revisions to the technical proposal that would significantly alter the technical approach must be approved in writing by the Contracting Officer. In the event of a conflict between Section C, Statement of Work, and the Contractor's technical proposal, Section C. shall take precedence.

#### **H.11 Small Business and Disadvantaged Small Business Subcontracting Plan**

The Contractor's Small Business and Disadvantaged Small Business Subcontracting Plan, as negotiated, submitted in response to solicitation 2002-N-00201 is hereby incorporated into this contract by reference.

#### **H.12 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 shall receive a favorable suitability determination prior to reporting to work at an on-site facility. Any contract employee(s) who cannot obtain a favorable suitability determination, will not be permitted to work at an on-site facility (see paragraph B below on temporary determinations.)

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

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

(c) Temporary Determinations/Clearances

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

(d) Required Information for NACI Clearance:

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

- (1) two (2) completed Forms FD-258, "FBI Fingerprint Charts"\*\*\*
- (2) one (1) completed Standard Form 85, "Questionnaire for Non-Sensitive Positions"
- (3) one (1) completed "Declaration for Enrollment"
- (4) one (1) resume or curriculum vitae or completed job application form
- (5) one (1) copy of the state-wide criminal records check
- (6) one (1) copy of the motor vehicle violations check (when applicable)
- (7) a complete listing of all current Contractor and Subcontractor on-site employees by name, work location and employer.

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

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

(d) Removal of Contractor Employees

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

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

(e) Identification Badges/Cardkey Access:

(1) Identification Badges:

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

(2) Cardkey Access:

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

(3) Return of Identification Badges/Cardkeys

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

**H.13 Observance of Legal Holidays and Administrative Leave (Government Facilities Performance) (Jan 2000)**

(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

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

(b) **Unscheduled Facility Closures**

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

## 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.arnet.gov/far>

<http://farsite.hill.af.mil/VFFARa.htm> or [VFFAR1.htm](http://farsite.hill.af.mil/VFFAR1.htm)

#### I.2 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 (HHSAR) (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.

<b>FAR SOURCE</b>	<b>TITLE AND DATE</b>
52.202-1	Definitions (Oct 1995) (Deviations) HHSAR 352.202-1 (Jan 2001)
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 (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-2	Audit and Records -- Negotiation (Jun 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data -- Modifications (Oct 1997)
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data -- Modifications (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Dec 1998)

52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)

52.215-19 Notification of Ownership Changes (Oct 1997)

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications (Oct 1997)

52.216-7 Allowable Cost and Payment (Feb 2002)

52.219-4 Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (Jan 1999)

52.219-8 Utilization of Small Business Concerns (Oct 2000)

52.219-9 Small Business Subcontracting Plan (Oct 2000)

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

52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001)

52.219-25 Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Oct 1999)

52.222-2 Payment for Overtime Premiums (Jul 1990)

52.222-3 Convict Labor (Aug 1996)

52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (Sep 2000)

52.222-21 Prohibition of Segregated Facilities (Feb 1999)

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

52.222-26 Equal Opportunity (Apr 2002)

52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)

52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)

52.223-5 Pollution Prevention and Right-to-Know Information (Apr 1998)

52.223-6 Drug-Free Workplace (May 2001)

52.223-14 Toxic Chemical Release Reporting (Oct 2000)

52.224-1 Privacy Act Notification (Apr 1984)

52.224-2 Privacy Act (Apr 1984)

52.225-13 Restrictions on Certain Foreign Purchases (Jul 2000)

52.227-1 Authorization and Consent (Jul 1995)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)

52.227-3 Patent Indemnity (Apr 1984)

52.227-14 Rights in Data -- General (Jun 1987)

52.230-2 Cost Accounting Standards (Apr 1998)

52.230-6 Administration of Cost Accounting Standards (Nov 1999)

52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-16	Progress Payments (Feb 2002)
52.232-17	Interest (Jun 1996)
52.232-22	Limitation of Funds (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Feb 2002)
52.232-34	Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)
52.233-1	Disputes (Jul 2002)
52.233-3	Protest After Award (Alternate I) (Jun 1985)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
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 (Alternate I) (Apr 1984)
52.243-7	Notification of Changes (Apr 1984)
52.244-2	Subcontracts (Aug 1998)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (May 2002)
52.245-1	Property Records (Apr 1984)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986)
52.246-25	Limitation of Liability -- Services (Feb 1997)
52.249-6	Termination (Cost-Reimbursement) (Sep 1996)
52.249-14	Excusable Delays (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
<b>HHSAR SOURCE</b>	<b>TITLE AND DATE</b>
352.216-72	Additional Cost Principles (Oct 1990)
352.223-70	Safety and Health (Jan 2001)
352.224-70	Confidentiality of Information (Apr 1984)
352.228-7	Insurance -- Liability to Third Persons (Dec 1991)
352.232-9	Withholding of Contract Payments (Apr 1984)
352.233-70	Litigation and Claims (Apr 1984)
352.242-71	Final Decisions on Audit Findings (Apr 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (Jan 2001)

352.270-6 Publications and Publicity (Jul 1991)  
352.270-7 Paperwork Reduction Act (Jan 2001)

**Section J - List Of Attachments**

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