

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶		RATING	PAGE 1 OF 65 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. 2003-N-00768	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 04/23/2003	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY Centers for Disease Control and Prevention Acquisition and Assistance Field Branch PO Box 18070, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070		8. ADDRESS OFFER TO (If other than Item 7)			

Approved as to Form and Legality

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

SOLICITATION

9. Sealed offers in original and six copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in the procurement office, Bldg. 140, 626 Cochrans Mill Rd. until 2:00p local time 05/28/2003
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Louis A. Summers	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (412) 386-6834	C. E-MAIL ADDRESS LNS7@cdc.gov
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52-232-8)</i>	▶ 10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	▶ 23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>
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24. ADMINISTERED BY (If other than Item 7) Centers for Disease Control and Prevention Acquisition and Assistance Field Branch PO Box 18070, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070	CODE	25. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention (FMO)
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE
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IMPORTANT -- Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies Or Services And Prices/Costs

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Technical Support for the Advisory Board on Radiation and Worker Health Review of NIOSH Dose Reconstruction Program	MAXIMUM VALUE		NOT TO EXCEED: \$3,000,000.00

B.1 Guaranteed Contract Minimum

The guaranteed minimum amount under this contract is \$100,000.00. In the event that task orders issued over the life of the contract do not meet this minimum amount, the Contractor shall be due payment of the difference between the guaranteed minimum and the total of all task orders issued.

B.2 Maximum Amount

The maximum amount of all task orders issued over the term of the contract shall not exceed \$3,000,000.00.

Section C - Description/Specification/Work Statement

C.1. Purpose of Contract

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 has retained the services of a contractor to assist in the implementation of a number of major program elements. Under EEOICPA, the Advisory Board on Radiation and Worker Health (Advisory Board), is required to review a reasonable sample of dose reconstructions for scientific validity and quality, assess the methods for dose reconstruction, and review SEC petitions. To support the Advisory Board, NIOSH requires the services of a contractor(s) to assist in the implementation of a number of tasks related to independent review of the dose reconstruction process.

C.2. Background and Need

In October 2000, Congress and the President enacted EEOICPA, establishing a federal compensation program for employees of the DOE, its contractors and subcontractors, and Atomic Weapons Employers (AWEs). On July 31, 2001, covered employees with cancer, beryllium disease, or silicosis that may be related to work at nuclear weapons production programs of DOE and its predecessor agencies began applying to the Department of Labor (DOL) under the procedures and requirements of 20 CFR Part 30 for lump sum cash benefits of \$150,000 and medical benefits. Also, EEOICPA establishes a Special Exposure Cohort (SEC) consisting of employees with 22 specific cancers who worked at three named DOE facilities or participated in certain nuclear tests and who meet certain other requirements. These employees' cancers are presumed to be radiation related. The EEOICPA permits other groups of employees to petition NIOSH to be added to the SEC.

For most employees with cancer, EEOICPA and the DOL's regulation require a determination by DOL that the cancer was "at least as likely as not" related to the occupational radiation dose incurred by the employee at a facility covered by EEOICPA. Criteria and guidelines for making this determination are established by EEOICPA. On May 2, 2002, the Department of Health and Human Services (HHS) published 42 C.F.R. Part 81, Guidelines for Determining the Probability of Causation. This rule will be used to determine the probability that an employee's cancer was "at least as likely as not" related to employment at a DOE or AWE facility. To make this determination, DOL will refer cases to NIOSH for an estimation of the radiation dose received by the employee.

EEOICPA also established a federal advisory board, The Advisory Board on Radiation and Worker Health (Advisory Board) which has among its charges the task of reviewing a reasonable sample of the dose reconstructions for scientific validity and quality, assess the methods and procedures for dose reconstruction, review Special Exposure Cohort (SEC) petitions, and advise the Secretary of HHS in these matters.

NIOSH and DOL expect a large number of cancer claims under EEOICPA in the initial five to ten years, many of which will require NIOSH dose estimates. More than 650,000 workers have been employed by DOE and its contractors and subcontractors, not including the employees of the AWEs. Currently, NIOSH has approximately 9,000 claims in its possession that require dose reconstructions. While the rate of claims receipt varies, about 200 claims each week are referred to NIOSH by the Department of Labor.

On May 2, 2002, HHS issued 42 C.F.R. Part 82, The Methods for Radiation Dose Reconstruction, that describes the general methods that NIOSH is using to reconstruct occupational radiation doses under EEOICPA (Federal Register Vol. 67 No. 85). These methods are designed to provide fair and efficient processing of a high volume of dose reconstructions. NIOSH will also seek to obtain dosimetry and relevant records and information on a facility or site-wide basis for DOE sites as well as for AWE sites to reduce the volume of records and information that would need to be collected (at greater expense of time and resources) for each individual claim. NIOSH is establishing a Microsoft SQL Server 2000 relational database management system to house these records. The database will include individual claimant data, 'site profile' data and 'worker profile' data.

NIOSH has retained a Dose Reconstruction contractor to provide technical support for a five (5) year program of dose estimation, dose reconstruction and evaluation of SEC petitions on the scale expected under EEOICPA (NIOSH Contract No. 200-2002-00593). This contract award is available on the NIOSH OCAS web site (www.cdc.gov/niosh/ocas).

HHS requires technical consultative support for the Advisory Board to conduct the review of the dose reconstruction process. The purpose of this procurement is to obtain the services of a contractor(s) to assist the Advisory Board in the review of the NIOSH OCAS dose reconstruction program.

C.3. Contract Tasks

The Contractor shall provide senior project staff to direct and manage project activities, document work performed by Contractor personnel, prepare reports documenting progress and problems and interface with the Advisory Board.

The Contractor shall document all of the individual steps for each task order performed so that any aspect of a technical review can be evaluated at any point during the course of performance. The Contractor shall maintain a filing system of all material relevant to each technical review undertaken. The filing system shall be cross-referenced in a manner that allows all material to be easily accessed.

At the conclusion of a contract task, the Contractor may be required to duplicate all records pertaining to the task order not already held by NIOSH.

As an independent organization performing work on behalf of the Government, the Contractor shall provide the support services required to conduct task orders that may include, but not be limited to, the activities listed below.

- Individual dose reconstruction reviews
- NIOSH OCAS 'Site Profile' and 'Worker Profile' Review
- Review of SEC Petitions

The work associated with each of the Government's anticipated requirements are set forth in general terms as specified below.

a. Individual Dose Reconstructions Review

The contractor shall evaluate whether or not the reconstruction of dose provides a reasonable estimate of the dose (as needed to adjudicate the claim). The contractor shall evaluate and recommend whether or not the assumptions (individual case assumptions and assumptions applicable to multiple cases) made for dose reconstruction are appropriate and defensible for purposes of this program. The contractor shall evaluate whether or not the data from DOE or other sources is of sufficient quality necessary to obtain a reasonable estimate of dose. The contractor shall evaluate whether or not the dose reconstruction was performed fairly using NIOSH guidelines and in a manner consistent with other cases.

The contractor shall review all relevant dose reconstruction methodologies and/or procedures employed by NIOSH and/or NIOSH contractors in conducting individual dose reconstructions and SEC petitions. The contractor shall evaluate whether methodologies and procedures are consistent with requirements under 42 CFR 82 and whether there are sufficient procedures to achieve consistent application of the requirements in 42 CFR 82.

The contractor shall conduct one of three different levels of review on the selected cases: 1) Basic Review, 2) Advanced Review, or 3) Blind Review. The method of review will be determined by the Advisory Board. The number of individual dose reconstruction reviews is estimated to be approximately 150 in the first year (2.5% of total cases). It is expected that there will be approximately 70 Basic Review cases, 70 Advanced Review cases and 10 Blind Review cases. The next four years will also involve a review of 2.5% of the total cases with the total

number of cases estimated as follows: 150 (2nd year), 150 (3rd year), 100 (4th year) and 50 (5th year). The breakdown of cases will be the same as described for the first year. The Advisory Board shall determine the cases to be reviewed and the level of review. These percentages are subject to change by the Advisory Board based on experience with the review process.

The elements of each type of review are detailed below:

1) Basic Review

A) Review Data Collection

Evaluate whether NIOSH received all requested data for the DOE or AWE site from any relevant data source or repository

Evaluate whether the data used by NIOSH for the case was adequate to make a determination with regard to probability of causation (POC).

B) Review Interview and Documentation provided by claimant

Evaluate whether NIOSH appropriately addressed all of the reported work history and events represented by the claimant including but not limited to a) incidents or occurrences, b) actual monitoring practices, c) personal protection practices, and d) work practices.

Assure that interview information is consistent with data used for the dose estimate, and if not, evaluate whether reasonable justification is provided.

Review Internal and External Dose Estimates.

Evaluate whether all assumptions used in the dose determination are appropriate for a remedial compensation program and whether the benefit of the doubt was resolved in favor of the claimant.

Verify dose calculations are appropriate for purposes of determination of POC.

Evaluate whether the data were consistent with site radiological monitoring protocols of the time period.

Evaluate the treatment of 'missed dose' and/or 'unmonitored dose' if relevant to the case.

The review of each dose reconstruction shall include an evaluation of all relevant portions of the methods and/or procedures used by NIOSH. This includes, but is not limited to:

- Review the internal and external radiation dose reconstruction technical basis documents;
- Review of methods for estimating 'missed dose' and 'un-monitored dose' (for cases related to monitoring technology and for cases where monitoring was not performed, monitoring data is not available or incomplete or otherwise inadequate);
- Review of the statistical approaches developed for multiple dose reconstructions;
- Review procedures used for determining whether data are sufficient to make a reasonable dose estimate.
- Review methods or procedures used for substituting exposure information for unavailable or incomplete information;
- Review methods for estimating uncertainty in dose and uncertainty distributions surrounding internal and external dose reconstructions on a facility and time specific basis and evaluate whether the benefit of the doubt was resolved in favor of the claimant where there were uncertainties;
- Review procedures and questionnaire used for work history phone interview; and
- Review the NIOSH methods, procedures and performance in evaluating, analyzing and validating all contractor work products.

2) Advanced Review

The Advanced Review will include all task items in the Basic Review along with the additional tasks listed below:

Review Data Gathering;

Review the entire administrative record to evaluate if relevant information exists which was not considered by NIOSH;

Review the relevant aspects of the Site Profile as they apply to the individual case and evaluate the adequacy and completeness of the site profile and evaluate whether the information from the site profile is consistent with the information used for the individual dose estimate;

Evaluate whether, to the extent practicable, all relevant sources of data (e.g., DOE, AWE, CDC, EML, NRC, EPA, External Health and Safety Regulators, GAO, DNFSB, Congressional Hearing Records, other research programs, research publications, publications regarding the history of the DOE complex, or administrative/court records) were identified, evaluated and where appropriate, included within the Site Profile database and where appropriate were used in the assessment of the individual dose reconstruction case;

Review Work History Interview and Documentation provided by claimant;

Evaluate the effectiveness of the phone interview in ascertaining relevant work history information;

Evaluate whether, for the cases involving survivors, there has been an adequate effort to research co-located workers and other historical records to characterize the individual's work history;

Review Internal and External Dose Estimates;

Evaluate whether the dose estimate is consistent with relevant radiological information within the NIOSH site profile (e.g. air monitoring, wipe data are consistent with bioassay results);and

Compare case information and assumptions with relevant co-worker case information and assumptions for consistency.

3) Blind Dose Reconstruction

Using all raw data available to NIOSH the independent expert will develop an IREP dose input file that they feel is sufficient to make a determination with regard to POC.

b. NIOSH OCAS 'Site Profile' and 'Worker Profile' Review

As part of NIOSH's effort in completing individual dose reconstructions, NIOSH is establishing a 'Site Profile' database for all covered sites. This database includes records relevant to dose reconstruction other than the personnel dosimetry records (e.g. – process information, characterization information, incident or occurrence reports, summary dosimetric information, etc.). The contractor shall review selected site profiles established by NIOSH to evaluate the quality and completeness of the profiles and the adequacy of the data for purposes of individual dose reconstructions.

The contractor shall review the conditions, processes, practices and incidents at selected DOE and AWE facilities covered under EEOICPA to evaluate the adequacy of the information available in the NIOSH Site Profile. The review should focus on whether the approach used by NIOSH assured completeness of data necessary for purposes of determining individual eligibility for compensation. The review should include an evaluation of whether NIOSH identified, evaluated and where appropriate incorporated all relevant data sources (e.g., DOE, AWE, CDC, EML, NRC, EPA, External Health and Safety Regulators, GAO, DNFSB, Congressional Hearing Records, other research programs, research publications, publications regarding the history of the DOE complex, or administrative/court records) within the site profile. One task in evaluating that the data identification and collection process were adequate may require the contractor to conduct interviews (one-on-one or group) with, employees, employee representatives, advocacy organizations, health and academic researchers and site 'experts' (those with long

standing knowledge of processes, materials, events, and exposures). The contractor may be required to conduct meetings with these individuals or groups at locations near the facilities of interest.

As part of NIOSH's effort in completing individual dose reconstructions, NIOSH is establishing a 'Worker Profile' database that allows for linking worker dosimetry information (e.g. linking data by job, location, time period, etc.). The contractor shall review selected worker profiles established by NIOSH to evaluate the quality and completeness of the profiles and the adequacy of the data for purposes of individual dose reconstructions. The review will include but not be limited to the following tasks: 1) are the data appropriate for use when individual records are not available, and 2) have all relevant records, which include personal identifiers, been incorporated into the system (e.g. occurrence reports, health and safety reports, HASL data, etc.)

It is expected that there will be 5 Worker Profile Reviews and 5 Site Profile Reviews in the first year, second year and third year of the contract. The fourth year will have 4 Worker Profile Reviews and 4 Site Profile Reviews. The fifth year will have 3 Worker Profile Reviews and 3 Site Profile Reviews.

c. Review of SEC Petitions

The contractor shall be available to assist the Advisory Board in reviewing SEC petition determinations. The contractor may be requested to assist in some or all of the SEC petition reviews.

The contractor shall review all relevant methodologies and/or procedures employed by NIOSH evaluating and processing the SEC petition, consistent with the statute and NIOSH regulations.

Section D - Packaging And Marking

There are no clauses/provisions included in this section.

Section E - Inspection And Acceptance

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

E.1 Inspection and Acceptance (Jul 1999)

Inspection and acceptance of the articles, services, and documentation called for herein shall be accomplished by the Contracting Officer, or 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.

(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 - Task/Delivery Order Contracts

(a) Contract: The effective date of the contract is shown on Page 1 of the contract. The Contractor shall complete the technical effort specified under Section C within sixty (60) months after the effective date of the contract.

(b) Task Orders: The time for completion for each task or delivery order shall be determined under each individual task or delivery order through the mutual agreement of the parties involved. Task/delivery orders under this contract may be awarded by the Contracting Officer at any time within the contract period. The actual performance of the work may extend beyond the contract period.

(End of Clause)

F.2 Delivery Schedule

Deliverables and reporting requirements shall be as follows. However, should any individual task order(s) request contain deliverable and/or reporting requirements which are different, these requirements shall be negotiated as part of the individual task order(s). Submission of reports via electronic means is encouraged.

Item	Quantity/Distribution	Date Required
1. Monthly Progress Reports (In accordance with Section F, Paragraph 3.1.)	1 to Project Officer(s) 1 to Contracting Officer	10 days after end of each month
2. Draft Task Order Report (In accordance with Section F, Paragraph 3.2)	1 to Project Officer(s) 1 to Contracting Officer	45 days prior to the expiration date of the Task Order
3. Final Task Order Report (In accordance with Section F, Paragraph 3.3)	1 to Project Officer(s) 1 to Contracting Officer	30 days after receipt of the Government's comments on draft report.
4. Ad hoc Reports	1 to Project Officer(s) 1 to Contracting Officer	As requested.

F.3 Report Content

1. Monthly Progress Reports

A monthly progress report detailing current status of each Task Order under the contract shall be written. The report shall be narrative in form and shall include a summary of progress toward completion of each Task Order, any changes in the procedures used, and problems encountered to date, including the Contractor's assessment of specific impact of such problems on estimated costs and scheduled date of completion. In addition, the report shall include the following information:

- a. Labor hours and dollars expended on each project for the present reporting period and year to date by labor category.
- b. Cost, other than personnel, for each project including projected expenditures for the next month.
- c. Any changes in the completion dates as outlined in the original time schedules for each Task Order.
- d. Percent of completion for each task in a bar chart schedule. The report should be formatted to address each activity identified within the bar chart schedule submitted with the Task Order. This will allow NIOSH to compare the expenditures to date with the progress.

2. Draft Task Order Report

The Contractor shall submit to the Contracting Officer for review and approval a written draft Task Order Report that describes the procedures used in performing all phases of the Task Order. The report will include, but not be limited to, an introduction including the rationale and purpose of the Task Order, a summary description of all the records collected and duplicated, the data abstracted and coded, the results of the data validation, and all other tasks conducted and any problems encountered in the completion of the Task Order. In addition, recommendations should be made for improvements in future Task Orders of the same type. The Government shall have fifteen (15) days to review the draft and provide the Contractor with any recommended changes. Upon receipt of the Government's review, the Contractor shall have thirty (30) days to make the requested changes and deliver the required number of copies of the final report as specified under F.2 above. If the Contractor does not receive the Government's response to the draft report within the prescribed time period, the draft shall be deemed to be approved

3. Final Task Order Report

The Contractor shall submit a final report incorporating any comments and/or changes as required by the Project Officer.

4. Ad hoc Reports

Non-recurring reports may also be requested by the NIOSH Project Officer on an as-needed basis during the course of task performance to highlight critical project activities.

F.4 Delivery of Reports

One copy of each report, in draft and/or final form as required by the contract, shall be delivered prepaid to:

Centers for Disease Control and Prevention
Acquisition and Assistance Field Branch
Post Office Box 18070
626 Cochran Mill Road - B-140
Pittsburgh PA 15236-0070

Attention: Contracting Officer
Contract No.:

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

(End of Clause)

Section G - Contract Administration Data

G.1 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.

(End of Clause)

G.2 Voucher Submission

(A) The Contractor shall submit an original and three copies of contract invoices/vouchers to the address shown below:

Centers for Disease Control and Prevention
Pittsburgh Research Laboratory
Acquisition and Assistance Field Branch
P.O. Box 18070
626 Cochran Mill Road -B-140
Pittsburgh, PA 15236-0070

(B) The Contractor shall submit an overall invoice for all charges incurred over the course of the subject invoice period, a summary sheet detailing current and cumulative charges to date, as well as individual summary sheets as to current and cumulative charges billed for each individual Task Order covered with the subject invoice.

(End of Clause)

G.3 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>.

(End of Clause)

G.4 Maximum Amount and Payment

The total cost plus fixed-fee of the work to be performed under all contracts awarded is estimated at \$3,000,000.00. Estimated costs and fixed-fee will be negotiated under individual task orders. The aggregate total of all task orders issued will determine the final cost and fixed fee amount. 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. The 85% limitation on payment of fixed-fee as prescribed in the clause entitled "Fixed-Fee" - FAR 52.216-08 of Section I shall apply to each individual task order.

(End of Clause)

G.5 Project Officer (Jul 1999)

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

As used herein, technical directions are directions to the Contractor which fill in details, 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.

(End of Clause)

G.6 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:

(End of Clause)

G.7 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.8 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.9 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)

G.10 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:

TYPE	RATE	LOCATION	APPLICABLE TO	BASE
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Bases: (1)

(b) The above rates are provisional billing rates only and shall apply from the date of award until such time as the contract is amended. Any modification to change the above rates will also state the effective period covered for the new rates.

(End of Clause)

G.11 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.

(End of Clause)

G.12 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)

Section H - Special Contract Requirements

H.1 Task Order Clause Applicability (Feb 2000)

Some or all of the following special provisions are applicable only to the extent indicated in individual task orders:

- Data Collection Approval
- Privacy Act
- HHSAR 352.280-1(b), Protection of Human Subjects
- PHSAR 352.280-2(b), Care of Live Vertebrate Animals
- Printing Restrictions
- Inclusion of Women and Racial and Ethnic Minorities in Research
- Automated Information Systems (AIS) Security
- Contractor Security Requirements
- Subcontracting Plan Requirements

(End of Clause)

H.2 Automated Information System Security

Automated Information System Security Program

(A) The CDC has instituted an Automated Information System (AIS) Security Program as defined in the DHHS Information Resources Management (IRM) Manual, Part 6, DHHS Automated Information Systems Security Program (AISSP) Handbook and other applicable regulations, requirements, and restrictions pertaining to AIS security. By accepting this contract, the Contractor providing automated information system (AIS) resources to CDC agrees to comply with the applicable AIS security policy outlined in this Statement of Work. The Contractor shall include this requirement in any subcontract awarded under this prime contract. Failure to comply with said requirements shall constitute cause for termination.

(B) A written agreement between CDC and any Contractor shall be entered into before data and information otherwise exempt from public disclosure may be disclosed to the Contractor. The Contractor shall agree to establish and follow security precautions considered by CDC to be necessary to ensure proper and confidential handling of data and information. This information is more specifically addressed in the DHHS AISSP Handbook mentioned above.

(C) Contractor employees in AIS-related positions must comply with the criteria for assigning position sensitivity designations in the Federal Personnel Manual (FPM) Section 732, "Personnel Security," dated January 6, 1984. Instruction 731-1 of the DHHS Personnel Manual details the requirements for personnel security and suitability policy and practices in the Centers for Disease Control. These positions will be determined by the CDC Information Systems Security Officer and the Project Officer. Section J, Attachment J.5, provides guidance for determining position sensitivity designations.

(D) Contractor employees assigned to the project in a Level 4C or 3C position must have a current completed/approved full field investigation. All Contractor personnel designated as level 4C, 3C, or others as deemed necessary, who are directly performing the work, must be named in the contract and must be subject to a key personnel clause. Contractor employees assigned to a Level 2C position require either a limited background investigation or a medium background investigation. A Level 1C position must have been processed and been approved by a National Agency Check and Inquiry (NACI) Investigation plus a Credit Check, or have been previously processed and approved by another approved agency or organization under appropriate authority for

processing investigations. Verification of these clearances, e.g., duplicate copies of processed forms verifying processing under Section 3(a) of Executive Order 10450, must be submitted to the Contracting Officer for verification prior to performance of work under the contract. The Contractor must submit copies of the following forms for employees who do not already have the required clearances to the Contracting Officer for processing by the DHHS Office of the Assistant Secretary for Personnel Administration (ASPER).

(1) Standard Form 85-P, "Questionnaire for Public Trust Positions."

(2) Standard Form 87, "Finger Print Form."

(E) Whenever the Contractor receives a request for information or data of any sort from any source, the Contractor shall refer that request to the Project Officer who will obtain a notarized signature on the request or a certified statement from the requestor. If the Contractor receives a request for information that contains or may contain individually identifiable data, the Contractor shall not make any disclosure and shall refer the request to the Project Officer.

(End of Clause)

H.3 Systems Security

By accepting this contract, the Contractor providing ADP application systems or ADP resources to any component of the Department of Health and Human Services agrees to comply with the ADP systems security policy, as outlined in Part 6 of the Department's ADP Systems Manual. The Contractor shall include this requirement in any subcontract awarded under this contract.

(End of Clause)

H.4 Data Collection Approval

Each individual Task Order issued under the subject contract will be reviewed for applicability of the provisions of the Paperwork Reduction Act as detailed below. If such provisions are found to apply, the Contractor will ensure that applicable provisions are followed in performance of tasks within the particular Task Order.

Activity subject to the Paperwork Reduction Act requires the approval of the Assistant Secretary for Management and Budget (ASMB) and the Office of Management and Budget (OMB). The Contractor is not authorized to expend funds or take any action whatsoever in soliciting data from any of the public respondents until the Contracting Officer has notified the Contractor that the ASMB and OMB final approval has been obtained. The Contractor shall provide the Project Officer with all information necessary to obtain final clearance.

(End of Clause)

H.5 Identification, Dissemination and Disposition 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 that generated the data. All materials developed or information of any nature resulting from work performed under this contract will be submitted to NIOSH and the the Advisory Board for approval prior to publication or dissemination. Data obtained and materials developed under this contract shall only be used in the manner specifically prescribed in individual task orders. Uses other than those prescribed must be approved by the Project Officer prior to initiation of such activity. At the conclusion of a task order any records provided by the Government must be destroyed or returned to the Government.

(End of Clause)

H. 6 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 Project Officer.

(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 Project Officer for review and comment prior to publication or dissemination.

(End of Clause)

H.8 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.

(End of Clause)

H.9 HHSAR 352.270-5 Key Personnel (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 modified from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

H.10 Key Personnel Listing

Name	Title
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(End of Clause)

H.11 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.

(End of Clause)

H.12 Smoke Free Environment (Jul 1999)

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

(End of Clause)

H.13 Representations, Certifications and Other Statements of Offerors (Jul 1999)

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

(End of Clause)

H.14 Incorporation of Technical Proposal (May 1998)

The Contractor's technical proposal, including all revisions thereto, submitted in response to RFP 2003-N-00768 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 will take precedence.

(End of Clause)

H.15 Government Property (Jan 2000)

(a) Government-Furnished Property (GFP). The Government reserves the right to supply the Contractor, as Government-furnished property, any additional supplies, equipment, and materials determined by the Contracting Officer to be necessary and in the best interest of the Government in the performance of this contract provided the property is furnished, or the Contractor is notified of the Government's intent to furnish it, prior to the Contractor's commitment to acquire such items.

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

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

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

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

(End of Clause)

H.16 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.

(End of Clause)

H.17 Research Records, Inspection and Consultation (Jul 1999)

(a) The Contractor agrees to maintain books, records, and supporting documentation in such detail as will properly reflect all work done and results achieved in the performance of this contract, and agrees to retain and preserve the same until three (3) years after final payment, together with all research notes, charts, graphs, comments, computations, analysis, and other graphic or written data generated in connection with performance hereunder and agrees to permit the Contracting Officer or his authorized representatives to examine and review the same at all reasonable times during said period.

(b) The Contracting Officer or any of his authorized representatives shall have the right to inspect the work of the Contractor and subcontractors, if any, and the plant, laboratories, shops, offices, or other premises where the work is being performed, and the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of such representatives in the performance of their duties. Personnel engaged in the performance of the contract shall be available at all reasonable times for consultation with such representatives. All inspections and review shall be performed in such a manner as will not unduly delay or interfere with the work.

(End of Clause)

H.18 Year 2000 Compliance (Jul 1999)

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.

(End of Clause)

H.19 Use of Taxpayer Identification Data (Jan 2000)

NIOSH may provide the mailing addresses of taxpayers (taxpayer address information) obtained pursuant to an Interagency Agreement with the IRS under section 6103 (m) (3) of the Internal Revenue Code (IRC) to the contractor for the purpose of locating individuals for the occupational health studies pursuant to this contract. The contractor shall establish and maintain the safeguards and procedures necessary to insure that all such taxpayer address information provided to it by NIOSH is (1) retained in accordance with Tax Information Security Guidelines and the Interagency Agreement; (2) kept in strictest confidence by its officers, agents and employees and; (3) utilized solely for the intended purpose for which the data is provided. Such safeguards and procedures shall be established prior to acceptance of any taxpayer address information under this contract and a copy of all such safeguards and procedures shall be provided to the contracting officer. The contractor, by signing this contract and acceptance of the taxpayer information from the NIOSH, acknowledges that it is aware of the penalties prescribed, including the potential of personal liability--under section 7431 of the IRC for the unauthorized inspection and/or willful or negligent disclosure of such information. The contractor shall return all taxpayer address information records provided under this clause including all copies and any and all electronic records of the taxpayer address information upon the earlier of either completion of the contract or when the contractor's possession serves no further contractual purpose.

(End of Provision)

H.20 Issuance of Task Orders

a. Although the Contractor may not be required to conduct all of the tasks set forth in this Statement of Work, the Contractor shall be capable of providing the staff necessary to conduct the required work. The timing, magnitude, and scope of each requirement cannot be predicted until the Government determines the specific work to be performed. The Contractor should expect a fluctuating workload throughout the performance period of this contract and will provide the technical, professional, managerial, and clerical support required to complete the task order successfully.

b. Single Award Contract

Performance hereunder shall be accomplished by task orders issued under this contract in accordance with the following procedures:

As the Government identifies specific requirements for work to be performed under this contract, a Task Order Request Package (TORP) will be generated to cover individual projects. The TORP will include a statement of work and an independent cost estimate. The Contractor will be provided with a copy of the statement of work and will be requested to prepare and submit both a technical and cost proposal for accomplishing the proposed effort. Based on this proposal, the Government and the Contractor will negotiate an estimated cost and fixed fee to perform the work. Once agreement is reached on all aspects of the work, the Government will issue a task order to the Contractor. Failure to reach agreement on an individual task order shall be considered a dispute and handled according to the provision of the contract in Section I, FAR 52.233-01 "Disputes - Alternate I" (October 1995).

c. Multiple Award Contracts

Performance hereunder shall be accomplished by task orders issued under this contract in accordance with the following procedures:

As the Government identifies specific requirements for work to be performed under this contract, a Task Order Request Package (TORP) will be generated to cover individual projects. The TORP will include a statement of work, evaluation criteria, and an independent cost estimate. Should the Government's estimate for a TORP exceed \$2,500, each Contractor will receive a copy of the TORP, excluding the Government cost estimate. All Contractors will then have not more than 10 working days to furnish a proposal in writing or in an oral/written combination to the contracting office addressing the technical, cost, and past performance criteria furnished with the statement of work. The Government will evaluate all proposals received and make award of a task order to that firm whose proposal represents the best value to the Government.

H.21 Agency Ombudsman (Jul 2000)

Awardees under the multiple award contract scenario do not have the right to file a formal protest in connection with the issuance or proposed issuance of task orders under this contract (except protests based upon an alleged increase in scope, period of performance, or maximum value of the contract). In accordance with FAR 16.505(b)(6), CDC has designated an agency Contract Ombudsman who is responsible for reviewing the complaints from contractors on the task order process, in lieu of protests. The Ombudsman's responsibility is to review complaints and ensure that all contractors are afforded a fair opportunity to be considered, consistent with procedures in the contract. The Contract Ombudsman is independent of the contracting office. The process for handling complaints under the Ombudsman are as follows:

(a) The written complaint shall be sent to:

CDC Alternative Dispute Resolution Office
Attn: Ms. Reba Rivera

1 West Court, Suite 760, M/S D-67
Atlanta, GA 30030

Telephone: (404) 371-5917
Facsimile: (404) 371-5923
E-mail: ror5@cdc.gov

Complaints shall be submitted to the Agency Ombudsman within 10 days after notification of a competitive task order award or of a debriefing whichever is later.

(b) The Ombudsman will contact the complainant by phone, to assure full understanding of the issues raised in the complaint. This contact will be made within 2 working days of the receipt of the complaint by the Ombudsman. Since there is only one individual serving as the agency Contract Ombudsman, there may be complaints received when the Ombudsman is in a travel or leave status. In that instance, the Ombudsman will begin action on the complaint immediately upon return to the office.

(c) The Ombudsman will interview the Contract Specialist involved in the disputed Task Order Request for Proposal (RFP) and the award. The Ombudsman will review the files of the RFP and award files, contract provisions, post award conference materials, and relevant Comptroller General decisions, if necessary.

(d) Within 3 working days of completion of the review of and interviews, the Ombudsman will contact the contractor filing the complaint to explain the findings.

(e) The Ombudsman will also convey the findings to the contractor in writing, with copies to the Director of the Procurement and Grants Office (PGO), the Associate Director of Management and Operations, and the contracting personnel involved in the RFP process.

(f) The Ombudsman will retain a file of the complaints received to be reviewed once per year to determine if any patterns or issues emerge which should be addressed by the Director of PGO.

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

(End of Clause)

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

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

(b) The use in this solicitation or contract of any HHSAR (48 CFR Chapter 1) 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 (Dec 2001)(Deviation)(HHSAR 352.202-1)(Alternate I)(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 (Alternate II) (Apr 1998)
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)
52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications (Oct 1997)
52.216-7 Allowable Cost and Payment (Dec 2002)
52.216-8 Fixed Fee (Mar 1997)
52.219-8 Utilization of Small Business Concerns (Oct 2000)
52.219-9 Small Business Subcontracting Plan (Jan 2002)
52.219-16 Liquidated Damages -- Subcontracting Plan (Jan 1999)
52.219-25 Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Oct 1999)
52.222-3 Convict Labor (Aug 1996)
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 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
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)
52.223-6 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)
52.227-14 Rights in Data -- General (Jun 1987)
52.230-2 Cost Accounting Standards (Apr 1998)
52.230-3 Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
52.230-6 Administration of Cost Accounting Standards (Nov 1999)
52.232-9 Limitation on Withholding of Payments (Apr 1984)
52.232-17 Interest (Jun 1996)
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 (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)
52.239-1	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 V) (Apr 1984)
52.244-5	Competition in Subcontracting (Dec 1996)
52.245-1	Property Records (Apr 1984)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Alternate I) (Jul 1985)
52.246-25	Limitation of Liability -- Services (Feb 1997)
52.248-1	Value Engineering (Feb 2000)
52.249-6	Termination (Cost-Reimbursement) (Sep 1996)
52.249-14	Excusable Delays (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
HHSAR SOURCE	TITLE AND DATE
352.216-72	Additional Cost Principles (Oct 1990)
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)
352.270-6	Publications and Publicity (Jul 1991)
352.270-7	Paperwork Reduction Act (Jan 2001)

Section I-2 - Clauses Incorporated In Full Text

I.3 FAR 52.215-19 Notification of Ownership Changes (Oct 1997)

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I.4 FAR 52.216-18 Ordering (Oct 1995)

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

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.5 FAR 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount

of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item that would cause the total of all orders to exceed the total contract amount;

(2) Any order for a combination of items that would cause the total of all orders to exceed the total contract amount; or

(3) A series of orders from the same ordering office within the contract period that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 FAR 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after

(End of Clause)

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

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work --

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

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

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

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

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I.8 FAR 52.244-2 Subcontracts (Aug 1998)

(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) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) 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 (d)(or (e) or this clause.

(d) 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 contracts 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.

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

(f)(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 (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

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

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

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

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

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

(g) 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.

(h) 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).

(i) 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.

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

1.9 FAR 52.244-2 Alternate II Subcontracts (Alternate II) (Aug 1998)

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) 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 (f)(1)(i) through (f)(1)(iv) of this clause.

(End of Alternate)

1.10 FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (May 2002)

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

“Commercial item” has the meaning contained in the clause at 52.202-1, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUNE 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.11 HHSAR 352.270-1 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (Jan 2001)

The Contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

Section J - List Of Attachments

- A Contractor Performance Reports (Cost-Type Contracts)
- B Small Business Subcontracting Plan
- C Standard Form 294, Subcontracting Report for Individual Contracts
- D Standard Form 295, Summary Subcontract Report
- E Sample Task 1 – Individual Dose Reconstruction Review: Basic
- F Sample Task 2 – Individual Dose Reconstruction Review: Advanced
- G Table 15-2 Instructions for Submitting Cost/Price Proposals When Cost or Pricing are Required
- H Certificate of Current Cost or Pricing Data
- I Sample Client Authorization Letter