## Case 4:09-cv-00037-CW Document 610-2 Filed 03/22/18 Page 1 of 29

	I/CONTRACT					1. REQU SEE SC			BER			PA	GE 1 O	F 29
2. CONTRACT NO.	IN TO COMPLE		FECTIVE DATE		R NUMBER	1		5. SOLIC		NUMBER		6. SC	DLICITATIO	ON ISSUE DATE
W81XWH-14-C-01	43	30-Sep-20	14					W81XWH-14-R-0102			09-	09-Sep-2014		
7. FOR SOLICITATION		a. NAME						b. TELEPHONE NUMBER (No Collect Ca				8. OFFER DUE DATE/LOCAL TIME		
INFORMATION CALL:		JOHN NIZI	JLEK		40. 71110.4000				<u>19-134</u>	Г	_			8 Sep 2014
9. ISSUED BY		CODE	W81XWH		10. THIS ACQI	UISITION	15	U	NREST	RICTED OR	X SET	ASIDE:	100 %	6 FOR:
USA MED RESEARC 820 CHANDLER ST		•			SMALL BU	SINESS				(WOSB)				
FORT DETRICK MD						CMALL	_			LY DISADVANT	AGED	NAICS		
								WON		IED SMALL BUS		54199		
TEL:					SERVICE-I	DISABLEI		- -	,			0175 0	-	
FAX:					VETERAN SMALL BU		)	<b>X</b> 8(A)				\$15.M	TANDAF	CD:
11. DELIVERY FOR	FOR DESTINA.	12. DISCOU			OW/ALL DO				13b. R	ATING		• -		
TION UNLESS B		Net 30 Day			13a. THIS	CONTRA	ACTIS	S A						
MARKED			-			ED ORDE S (15 CFF			14. ME	THOD OF SO	LICITAT	ΓΙΟΝ		
SEE SCHED	ULE					5 (15 01 1	( 700)		Γ	RFQ		в	X RI	=P
15. DELIVER TO		CODE			16. ADMINISTI						<u> </u>	CODE		•
15. DELIVER TO					TO. ADMINIST	ERED DI						CODE		
SEE		E				90	c r	TEN	10					
SEE	SCHEDU	-C				36			9					
17a.CONTRACTOR/	CODE 4VVF4			4	18a. PAYMEN	T WILL B	e mad	DE BY				CODE	HQ04	90
OFFEROR BLUE EARTH MARK		co	DE L		DEFENSE FIN					SERVICE				
JOE HARRISON	ETING				-	DEFENSE FINANCE AND ACCOUNTING SERVICE DFAS-INDY VP GFEBS								
503 HO CHUNK PLZ					8899 E 56TH STREET INDIA NA POLIS IN 46249-3800									
WINNEBAGO NE 68					INDIA NA POL	IS IN 462	249-3	800						
TELEPHONE NO. 4														2.21
SUCH ADDRES	REMITTANCE IS SS IN OFFER	DIFFERENT	AND PUT		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM									
19.			20.		21. 22. 23. 24.									
ITEM NO.	S	CHEDULE OF	SUPPLIES/ S	SERVICE	S		Q	UANT	ΠY	UNIT	UN	IT PRICE	_	AMOUNT
			SEE SCHE											
25. ACCOUNTING A	AND APPROPRIAT	TON DATA								26. TOTAL	AWARD	AMOUN"	Г (For Go	ovt. Use Only)
See Schedule													\$32	2,076.40
See Schedule													ψu	2,010.40
27a. SOLICITAT	ION INCORPORA	TES BY REFE	RENCE FAR 5	52.212-1.	52.212-4. FAR	52.212-3.	52.21	2-5 AR	E ATTA	CHED. A	DDEND	A ARE		NOT ATTACHED
X 27b. CONTRAC	T/PURCHASE OR	DER INCORP	ORATES BY R	EFEREN	ICE FAR 52.212	2-4. FAR :	52.212	2-5 IS /	АТТАСН	ED. Al	DDEND			E NOT ATTACHED
									<b>DD 05</b>	CONTRACT	0.55	<u> </u>	<u> </u>	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RET COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AN				_		1~1			CONTRACT: 19-Sep-2014					
DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE A				,								ES WHICH ARE		
ADDITIONAL SH	IEETS SUBJECT	TO THE TERM	S AND CONDI	TIONS SI	PECIFIED.		SI	ET FOI	RTH HE	REIN, IS ACC	EPTED	AS TO IT	'EMS: SE	EE SCHEDULE
30a, SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)														
30a. SIGNATURE C	F OFFEROR/CO	NTRACTOR			31a.UNITE	D STATES	OF A	MERIC	A (SIG	NATURE OF CO	ONTRAC <sup>®</sup>	TING OFFIC	ER)	
						Ma		-6	2-1	eps.				
					-	-) m	ya	K	Ľ	eps				
			200 04 75											
30b. NAME AND TI	ILE OF SIGNER		30c. DATE	SIGNEL						(TYPE )	OR PRIN	11.)	310	2. DATE SIGNED
(TYPE OR PRINT)					TONYA KRE				FICER					25-Sep-2014
						: 301-61				1				-2 OCP 2014
1			1		EMAI	IL: tony	a.r.k	reps.c	⊥v@mai	r.wit				

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA – FAR (48 CFR) 53.212

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SOLICITAT	ION/C	ONTRACT/ORDER FOF (CONTINUED)		IAL ITI	EMS				P	AGE 2 OF 29
19. ITEM NO	20. SCHEDULE OF SUPPLIES/ SERVICES					21. OLIANTIT	22. Y LINIT	23 LINIT P		24. AMOUNT
ITEM NO.			IES/ SERVICES			QUANTIT		UNIT P		AMOUNT
32a. QUANTITY IN O	COLUMN	ED 🗌								
32b. SIGNATURE O	F AUTHO		32c. DATE	SONTRAC			D TITLE OF AUTHO	RIZED GOV	/ERNME	NT
REPRESENTA	TIVE				REPR	ESENTATIVE				
32e. MAILING ADDF	32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					HONE NUMBE	R OF AUTHORIZE	D GOVERN	MENT R	EPRESENTATIVE
					32g. E-MAI	L OF AUTHORI	ZED GOVERNMEN	NT REPRESE	ENTATIV	E
33. SHIP NUMBER	34 FINAL	VOUCHER NUMBER	35. AMOUNT VI CORRECT		36.			FINAL	37. CH	IECK NUMBER
38. S/R ACCOUNT N	UMBER	39. S/R VOUCHER NUMBER	40. PAID BY							
		I NT IS CORRECT AND PROPER		42a. RE	CEIVED BY	(Print)				
41b. SIGNATURE AN	ID TITLE	OF CERTIFYING OFFICER	41c. DATE	101 5-	050/55 1-	<i>a</i>				
				42b. RE	CEIVED AT	(Location)				
				42c. DA	TE REC'D (	YY/MM/DD)	42d. TOTAL CON	TAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012) BACK Prescribed by GSA – FAR (48 CFR) 53.212

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#### Section SF 1449 - CONTINUATION SHEET

0001 Literature Review FFP Literature Review and Assessment Support Services in accordance with the Performance Work Statement (PWS) for the Base Period. Total Cost for base period is 12 months X \$26,547.20 = \$318,566.40. FOB: Destination PURCHASE REQUEST NUMBER: 0010580744	\$0.00
Literature Review and Assessment Support Services in accordance with the Performance Work Statement (PWS) for the Base Period. Total Cost for base period is 12 months $X$ \$26,547.20 = \$318,566.40. FOB: Destination	
Performance Work Statement (PWS) for the Base Period. Total Cost for base period is 12 months $X$ \$26,547.20 = \$318,566.40. FOB: Destination	
period is 12 months X \$26,547.20 = \$318,566.40. FOB: Destination	
FOB: Destination	
NET AMT	\$0.00
	+ • • • •
ACRN AA	\$0.00
CIN: GFEBS001058074400001	
ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE	AMOUNT
0001AA 11 Months \$26,547.20	\$292,019.20
Literature Review	1 - 7
FFP	
Literature Review and Assessment Support Services in accordance with the	
Performance Work Statement (PWS) for the Base Period.	
FOB: Destination	
PURCHASE REQUEST NUMBER: 0010580744-0001	
NET AMT	\$292,019.20

ACRN AA CIN: GFEBS001058074400001 ¢=>=,01>.=0

\$292,019.20

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				W81XWH-14-C-0143
				Page 4 of 29
ITEM NO 0001AB		/S) for the Base Period.	UNIT PRICE \$26,547.20	AMOUNT \$26,547.20
	ACRN AB CIN: GFEBS001058074400004		NET AMT	\$26,547.20 \$26,547.20
ITEM NO 0002	SUPPLIES/SERVICES QUA ODC COST Other Direct Costs - Base Period FOB: Destination PURCHASE REQUEST NUMBE	NTITY UNIT Job ER: 0010580744-0001	UNIT PRICE	AMOUNT \$3,450.00
	ACRN AA		ESTIMATED COST	\$3,450.00 \$3,450.00

CIN: GFEBS001058074400005

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job	\$60.00	\$60.00

Contractor Manpower Reporting

FFP

Base Period Contract Manpower Reporting (CMR) - The Contractor, in accordance with (IAW) U.S. Army Medical Research Acquisition Activity (USAMRAA) Clause 52.004-4000, CMR (Accounting for Contract Services), shall report ALL Contractor manpower (including subcontractor manpower) required for performance of the contract. The reporting period shall be the period of performance not to exceed 12 months ending 30 September of each Government fiscal year and shall be reported by 31 October of each calendar year.

Contractor shall provide the estimated total price (if any) incurred to comply with annual CMR requirement.

The Unit Identification Code (UIC) and the Department of Defense (DoD) Activity Address Code (DoDAAC) for USAMRAA is as follows:

UIC: TBD DoDAAC: TBD

CMR Reporting Certification. The Contractor shall provide evidence of compliance with the CMR requirement no later than 15 November of each Government fiscal year to the Contracting Officer's Representative (COR) and Contract Administrator.

FOB: Destination PURCHASE REQUEST NUMBER: 0010580744-0001

NET AMT

\$60.00

ACRN AA CIN: GFEBS001058074400006 \$60.00

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ITEM NO 1001	SUPPLIES/SERVICES	QUANTI 6	TY UNIT Months	UNIT PRICE \$26,760.00	AMOUNT \$160,560.00
OPTION	Literature Review FFP				
	Literature Review and Ass Performance Work Statem FOB: Destination PURCHASE REQUEST N	ent (PWS)	for the Option Peri		
				NET AMT	\$160,560.00
ITEM NO 1002	SUPPLIES/SERVICES	QUANT	ITY UNIT Job	UNIT PRICE	AMOUNT \$1,725.00
OPTION	ODC COST				
	Other Direct Costs - Base	Period for the	he Option Period #	±1.	
	FOB: Destination		r		
				ESTIMATED COST	\$1,725.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Job	\$30.00	\$30.00
OPTION	Contractor Manpower Rer	orting			

Contractor Manpower Reporting

FFP

Option Period #1 Contract Manpower Reporting (CMR) - The Contractor, in accordance with (IAW) U.S. Army Medical Research Acquisition Activity (USAMRAA) Clause 52.004-4000, CMR (Accounting for Contract Services), shall report ALL Contractor manpower (including subcontractor manpower) required for performance of the contract. The reporting period shall be the period of performance not to exceed 12 months ending 30 September of each Government fiscal year and shall be reported by 31 October of each calendar year.

Contractor shall provide the estimated total price (if any) incurred to comply with annual CMR requirement.

The Unit Identification Code (UIC) and the Department of Defense (DoD) Activity Address Code (DoDAAC) for USAMRAA is as follows:

UIC: TBD DoDAAC: TBD

CMR Reporting Certification. The Contractor shall provide evidence of compliance with the CMR requirement no later than 15 November of each Government fiscal year to the Contracting Officer's Representative (COR) and Contract Administrator.

FOB: Destination PURCHASE REQUEST NUMBER: NO PR

NET AMT

\$30.00

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	A Destination	Government	Destination	Government
0001AI	3 Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government

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1003	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	A POP 30-SEP-2014 TO 29-SEP-2015	N/A	FORT DETRICK-USAMRIID 1425 PORTER STREET FORT DETRICK MD 21702-5011 FOB: Destination	W23MYC
0001AE	3 POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
0002	POP 30-SEP-2014 TO 29-SEP-2015	N/A	FORT DETRICK FORT DETRICK 1425 FORT DETRICK FREDERICK MD 21702 FOB: Destination	W23MYC
0003	POP 30-SEP-2014 TO 29-SEP-2015	N/A	FORT DETRICK-USAMRIID 1425 PORTER STREET FORT DETRICK MD 21702-5011 FOB: Destination	W23MYC
1001	POP 30-SEP-2015 TO 31-MAR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
1002	POP 30-SEP-2015 TO 31-MAR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
1003	POP 30-SEP-2015 TO 31-MAR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC

## ACCOUNTING AND APPROPRIATION DATA

AA: 09720142014013000018810110103255 S.0027506.1.2 COST CODE: A7488 AMOUNT: \$295,529.20 CIN GFEBS001058074400001: \$292,019.20 CIN GFEBS001058074400005: \$3,450.00 CIN GFEBS001058074400006: \$60.00 6100.9000021001

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AB: 0972014201504000026010330306255 COST CODE: A7488 AMOUNT: \$26,547.20 CIN GFEBS001058074400004: \$26,547.20 R.0010368.7.2.5 6100.9000021001

# CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement	APR 2014
	To Inform Employees of Whistleblower Rights	
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber	MAY 2011
	Content Paper	
52.212-4	Contract Terms and ConditionsCommercial Items	MAY 2014
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
	Officials	
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.219-7009	Section 8(a) Direct Award	SEP 2007
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.227-7013	Rights in Technical DataNoncommercial Items	FEB 2014
252.227-7015	Technical DataCommercial Items	FEB 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
	Reports	
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished	APR 2012
	Property	
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013

### CLAUSES INCORPORATED BY FULL TEXT

# CONTRACTOR MANPOWER REPORTING (CMR) - (ACCOUNTING FOR CONTRACT SERVICES) (APR 2011) (USAMRAA)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: https://cmra.army.mil. The required information includes: (1) Contract Number; (2) Delivery Order Number (If applicable); (3) Task Order Number (If applicable);

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(4) Requiring Activity Unit Identification Code (UIC); (5) Command; (6) Contractor Contact Information; (7) Federal Service Code (FSC); (8) Direct Labor Hours; (9) Direct Labor Dollars; and, (10) Location. In the event the Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR) has not entered their data requirements first, the contractor must also enter the COR/COTR required data with the exception of fund cite, obligations, and disbursement data. The CMRA help desk can be reach at 703-695-5103 or 703-695-5058 for any technical questions. The help desk can also be contacted via email: contractormanpower@hqda.army.mil. As part of its quote or offer, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JULY 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704) and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) [Reserved]

\_X\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

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(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_X\_\_\_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_\_\_(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (13) [Reserved]

\_X\_\_\_(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

\_X\_\_\_(16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3).

(17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Jul 2010) of 52.219-9.
- \_X\_\_\_(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

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\_X\_\_\_(19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_\_(21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

(22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

\_X\_\_\_(25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

(26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_\_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

\_X\_\_\_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_X\_\_\_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

\_X\_\_\_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_X\_\_\_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

\_X\_\_\_ (32) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

\_X\_\_\_ (33) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

\_X\_\_\_ (34) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

\_X\_\_\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_\_\_ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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(38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-13.

\_\_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_\_(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_\_(41)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_X\_\_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_\_(44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_\_ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_\_\_ (46) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_\_ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

(49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_\_(50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_\_(51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X\_\_\_ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

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\_\_\_\_ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_\_ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_\_ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

\_\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to

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litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_\_\_Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 6 months.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>18</u> months.

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

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(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice as 2-In-1

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

W23MYC

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable".)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\* \_\_\_\_\_ Field Name in WAWF Data to be entered in WAWF \_\_\_\_\_ Pay Official DoDAAC HQ0490 Issue By DoDAAC W81XWH Admin DoDAAC W81XWH Inspect By DoDAAC W23MYC Ship To Code W23MYC Ship From Code Mark For Code Service Approver (DoDAAC) W23MYC Service Acceptor (DoDAAC) W23MYC Accept at Other DoDAAC LPO DoDAAC DCAA Auditor DoDAAC Other DoDAAC(s)

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(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Mark.t.dertzbaugh.civ@mail.mil John.m.niziolek.civ@mail.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

John.m.niziolek.civ@mail.mil

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## PERFORMANCE WORK STATEMENT

### PERFORMANCE WORK STATEMENT

#### Literature Review and Assessment of Potential Long-Term Health Effects on Army Human Test Subjects of Relevant Biological and Chemical Agents, Drugs, Medications and Substances SUPPORT SERVICES

## 1. Introduction

In response to an Order and a separate Injunction, both issued by the United States District Court for the Northern District of California on November 19, 2013, in Case No. CV 09-0037-CW (EDL), the Army, in a March 6, 2014 Report, committed to conducting scientific literature searches pertaining to chemical and biological substances that were tested by the Army on human subjects between World War II and the 1970s. These subjects include those of (1) WWII-era tests consisting largely of mustard agents and lewisite (point of contact is Deputy Assistant Secretary of Defense for Force Health Protection and Readiness (FHP&R)); (2) Project Whitecoat (point of contact is USAMRICD), and they are the class members of the lawsuit that resulted in the Order and Injunction. The purpose of the literature searches is to determine if there is any new scientific information, published since June 30, 2006 (when class members were previously given notice of information about their participation in the testing), that may relate to the long-term health effects on human test subjects have been conducted, and are available for reference at the following DoD website:

http://mcm.fhpr.osd.mil/cb\_exposures/briefings\_reports.aspx.

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To make this determination, the results of the literature searches must be compared with the records of the test subjects (e.g., substances to which exposed, dosages, modes of exposure, dates of exposure, etc.) to determine if the new information may have a significant bearing on their long-term health. Performance of this award will ensure the Army meets its commitment, as described above.

## 2. Contract Type

This is a non-personal service requirements contract.

The Government shall not exercise any supervision or control over the contract service provider performing the services herein. This service contract requirement is considered non-mission essential in the case of a mandated Government reduction-in-force or budgetary shutdown.

Using this Performance Work Statement (PWS), the Army intends to contract for scientific literature searches pertaining to chemical and biological substances at issue, and comparison of the results of the literature searches with the records of the test subjects. See the Appendix for the list of substances to be included in the search. The contractor will assess if the information may have any significance for exposed volunteers, and prepare a report for the Army to communicate the findings to the public. The Contractor shall provide highly qualified, experienced personnel and services.

## 3. General Requirements

a. Place of Performance. Contract support services will be performed at contractor location.

b. Periods of Performance. The periods of performance for this contract are proposed as follows:					
Period of Performance	FY 2014/15	30 September 2014 – 29 September 2015			
Option for Extended Service	FY 2015	30 September 2015 – 31 March 2016			

b. Periods of Performance. The periods of performance for this contract are proposed as follows:

c. The Government will award a firm-fixed-price contract for a period of twelve (12) months, and include the option for up to six (6) months of extended service in accordance with the Delivery Schedule section of the SF 1449.

d. The work will be completed off-site. Some travel within the National Capital Area may be required to review historical records of volunteers.

## **3.1. Non-Personal Services**

This PWS identifies services that are strictly non-personal in nature, as defined by FAR Part 37 and to ensure there is not an appearance of such, every task order shall have an identified task manager. The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer (KO) immediately.

## 3.2. Business Relations

3.2.1. The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

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3.2.2. The Government shall retain the right to use all reports and documents delivered by the contractor in the performance of this contract for its purposes. All documentation shall reflect the latest version of the work product or activity, unless specifically directed otherwise by the Government. All documentation shall be prepared IAW standard industry practices, ensuring electronically produced documents which reflect logical flow of material, tables of contents, indexes and page numbering. Where applicable, the contractor's attention is called to the availability of commercial, industry, federal, and military guides, instructions, and standards for many of the topics addressed in this PWS.

#### 3.3. Contract Administration and Management

A Contracting Officer's Representative (COR) will be assigned to provide oversight and surveillance during performance of the award.

#### 3.3.1. Contract Management.

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement.

a. Government Management of the CONTRACT.

The KO will officially designate (in writing) a COR to oversee the "CONTRACT." The Government's CONTRACT Level COR will have responsibility for:

- (1) Ensuring that the Surveillance Plans are developed and executed by the contractor.
- (2) Providing advice and assistance in resolving any performance issues that may arise during the life of the contract.
- (3) Initiating and coordinating global contract changes such as changes in the paying office.
- (4) Conducting other activities as specified in their appointment memorandum.
- (5) Elevating to the KO any problems that cannot be addressed by the COR.

b. Contractor Management of the CONTRACT

The contractor shall designate a single program manager to oversee the CONTRACT. The Contractor's designated program manager shall serve as the single point of contact for addressing contract issues, quality issues, and overall contractor performance. This may include coordination with the KO and the COR to resolve any issues that may arise, trends relating to the CONTRACT or proposed changes or modifications to the CONTRACT.

#### 3.3.2. Contract Administration.

The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and contractor personnel assigned to support services. The contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement. The Contract Administration Team will consist of the following members:

3.3.2.1. The KO will have overall responsibility for administering the contract. The KO is the only person authorized to obligate the Government and make changes to the contract. The KO will manage contract administration and quality assurance surveillance functions supported by contract administrators, COR, quality assurance personnel, property administrators, cost and price analysts, and legal personnel.

3.3.2.2. The COR will be appointed in writing and will be directly responsible to the KO. The COR serves as the Government's point of contact for contract-level coordination of administration and technical performance matters.

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The COR will oversee the administrative and technical performance of the Contract; initiate contract-level changes; notify the KO of any disputes, performance issues, or contractual issues that cannot be resolved at the COR level; and conduct other activities as specified by appointment.

Contractor work may require the handling of Health Insurance Portability and Accountability Act (HIPAA) protected health information. Any such information will be used and disclosed in a manner permissible under HIPAA. The Contractor is responsible for submitting required reports and deliverables as indicated at Paragraphs 3, 4, and 6 below.

## 4. Performance Requirements

The contractor shall provide all necessary personnel required to perform services under this contract.

## 4.1. Objective 1: Perform Literature Searches

The purpose of the searches is to identify information that may be relevant to the long-term effects of exposure to the chemical and biological agents specified in the Appendix on human health. Specific requirements are the following:

- The literature search shall include the chemical and biological agents listed in the Appendix.
- The search shall only identify information published since June 30, 2006.
- The search shall be performed using relevant databases, to include, but not limited to National Library of Medicine's PubMed database, the Defense Technical Information Center's DTIC database, the National Library of Medicine's ToxNet database, and the Environmental Protection Agency's EcoTox database.
  - The databases searched and search parameters used shall be documented as part of the report.
  - The results of the search shall be provided as a deliverable and will include a reference list with sufficient information for a person to find the information if more detail is needed.

## 4.2. Objective 2: Evaluate Information

The purpose of this objective is to evaluate the information obtained from the literature searches for its significance on the potential long-term health of human volunteers who were exposed to these agents. To achieve this objective, the contractor will be expected to do the following:

- Compare information from the literature searches to what is known regarding the circumstances under which the test subjects were exposed to the agent(s) to identify potential long-term health effects, if any. This will require access to records or information available on the human test subjects, including substances to which exposed, dosages, dates of exposure, routes of exposure.
- Prepare a matrix to indicate significance of relevant reference to potential long-term health effects of subjects, if any. The points of contact for these records and/or this information include USAMRIID, USAMRICD, and DOD Force Health Protection and Response (FHP&R).

## 4.3. Objective 3: Prepare Report

The purpose of this objective is to prepare a report that will summarize the findings and their significance to the long-term health of these populations. The intended outcome of the report is the following:

- The report shall include an assessment of the long-term health effects associated with the test subjects' participation. It should be modeled after the format used for previous reports on this topic, so that it can complement the studies already published in the literature.
- The report will prepared and written in a manner that will allow the public to understand the significance of the information being provided.

## 5. Special Requirements.

5.1. Neither the Contractor nor any of its subcontractors shall disclose or cause to disseminate any information concerning operations of military activities. Such action(s) could result in violation of the contract and possible legal actions.

5.2. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned of as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, shall be directed to the appointed COR and the KO.

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5.3. The Contractor shall only conduct business with designated government personnel listed as points of contact (POCs). Names of authorized personnel shall be provided to the Contractor by the Government, in writing, and updated as necessary throughout the contract period.

5.4. The U.S. Government shall retain ownership of records, copies of original results and reports, verified original data, corrected data, and corrected supporting final reports which may be in possession of the Contractor. The U.S. Government reserves the right to use this information for its purposes. These files/results must be surrendered to the COR upon completion of the contract.

## 6. Deliverables.

The contractor shall provide deliverables as described in the below table and subsequent TASK ORDERS. Deliverables shall be specified by the government.

The minimum required deliverables are the following:

- Contract Progress & Quality Assurance Surveillance Plan (QASP) Reports. Reports will be submitted monthly to the COR.
- Search Strategy. Includes proposed databases to be searched and search terms to be used. The strategy shall be provided to the COR for Government review prior to execution of the search.
- Search Results. A consolidated bibliographic list of search results shall be provided for each agent. The reference will include the abstract of the journal article. These results shall be provided to the COR for Government review. If no results were found, it shall be clearly stated as such.
- Draft Report. A draft report will be prepared and submitted to the COR for Government review and comment. The report will include the performance requirements in Paragraph 3.
- Final Report. The final report is defined as a report ready for public release, with all formatting and editorial corrections completed. If the report is not determined by the Government to be of an acceptable quality, the Contractor will be responsible for making the required corrections, at no additional cost to the Government.

Item #	Deliverable	Description	Milestone/ Frequency
1	Contract Progress Report	Describes progress on contract execution	Monthly
2	Contract QASP Report	Measures performance relative to quality benchmarks established	Monthly
3	Search Strategy	Describes strategy and search terms to be used to conduct literature search.	Prior to execution
4	Search Results	A bibliographic list of search results on each agent	Upon completion
5	Draft Report	A draft report, summarizing the findings and significance to the human test subjects	Upon completion
6	Final Report	Report ready for publication and release to the public	Upon completion

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#### Appendix:

#### List of Relevant Biological and Chemical Agents, Drugs, Medications and Substances

#### • Biological Agents and/or Vaccines

- o Q-fever
- o Tularemia
- o Vivax Malaria
- o Staphylococcal Enterotoxin B (SEB)
- o Pseudomonas Endotoxin
- o Sand Fly Fever, Sicilian Strain
- o Venezuelan Equine Encephalomyelitis Virus
- o Eastern Equine Encephalomyelitis Virus
- o Western Equine Encephalomyelitis
- o Typhoid Fever
- Rocky Mountain Spotted Fever Virus
- o Botulism
- Plague Vaccine
- o Adenovirus Vaccine, live
- o Yellow Fever 17-D Vaccine
- o Rift Valley Fever Virus Vaccine
- o Chikungunya Virus Vaccine

#### Anticholinesterases

- o Diisopropyl fluorophosphate
  - DFP
  - Diisopropyl phosphorofluoridate
  - CAS 155-91-4
- o EA 1152
  - DFP (military designation)
  - Diisopropyl phosphorofluoridate
  - CAS 55-91-4
- o EA 1205
  - GA (military designation)
  - Tabun
  - Dimethylamidoethoxyphosphoryl cyanide
  - Ethyl dimethylamidocyanophosphate
  - CAS 77-81-6
- o EA 1208
  - GB (military designation)
  - Sarin
  - CAS 107-44-8
- o EA 1210
  - GD (military designation)
  - Soman
  - CAS 96-64-0
- o EA 1212
  - GF (military designation)
  - Cyclosarin
  - Cyclohexyl methylphoshonofluoridate
  - CAS 329-99-7
- o EA 1701
  - VX (military designation)
  - CAS 70938-84-0

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- o EA 3148
  - V-agent
  - O-cyclopentyl S-(2-diethylaminoethyl) methylphosphonothiolate
  - CAS 93240-66-5
- o G-V
  - 2-(Dimethylamino)ethyl N,N-dimethylphosphoramidofluoridate
  - P-[2-(Dimethylamino)ethyl]-N,N-dimethylphosphonamidic fluoride
  - CAS 141102-74-1
- o Malathion
  - CAS 121-75-5
- o Physostigmine
  - Eserine
  - Antilirium
    CAS 57 47
  - CAS 57-47-6

## Anticholinergics

- o 27349
- o 226086
  - CAR-226,086
  - L-2α-Tropinyl L-cyclopentylphenylglycolate
  - CAS 64471-85-8
- o 301060
  - CAR-301,060
  - cis-2-Methyl-3-quinuclidinyl cyclopentylphenylglycolate
- o 302196
  - CAR-302,196
  - N-methyl-4-piperidyl cyclopentylmethylethynylglycollate
  - CAS 53034-67-6
- o 302282
  - 1-Methyl-4-piperidyl phenyl-(3-methylbut-1-yn-3-enyl)-glycolate
- o 302368
  - 3-Quinuclidinyl (1-hydroxycyclopentyl) phenylacetate
- o 302537
  - 3-Quinculidinyl cyclopentyl-(2 –propenyl)-glycolate
- o 302668

## • 4-(1-methyl-1,2,3,6-tetrahydropyridyl)-Methyl-Isopropylphenylglycolate

- o Atropine methyl nitrate
  - Metatropine
  - M-Atro
  - Benactyzine HCL
    - Benactizine hydrochloride
    - CAS 302-40-9
- o Ditran

0

- 70% 1-ethyl-2-pyrrolidinylmethyl-alpha-phenylcyclopentylglycolate
- 30% 1-ethyl-3-piperidyl-alpha-phenylcyclopentylglycolate
- CAS 8015-54-1
- o EA 2277
  - BZ (military designation)
  - QNB
  - Quinuclidinyl benzilate
  - CAS 6581-06-2 (free base)
  - CAS 13004-56-3 (hydrochloride)
  - CAS 24572-08-5 (hydrobromide)
  - CS 4030
- o EA 3167

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- 3-Quinuclidinyl phenylcyclopentylglycolate
- CAS 26758-53-2
- CAS 29125-55-1 (hydrochloride)
- o EA 3443
  - N-Methyl-4-piperidyl cyclopentylphenylglycolate
  - CAS 37830-21-0
- o EA 3580
  - N-Methyl-4-piperidyl cyclobutylphenylglycolate
  - CAS 54390-94-2
- o EA 3834
  - N-Methyl-4-piperidyl isopropylphenylglycolate
- o EA 4929
  - Benzetimide
  - CAS 5633-14-7
- o Toxogonin Atropine Benactyzine
  - TAB
  - BTA

#### Lysergic Acid Compounds

- Acetyl lysergic acid diethylamide
  - ALD
  - Lysergamide
  - N-acetyl-LSD
- o Bromo-lysergic acid diethylamide
  - BOL
  - 2-Bromo-LSD
  - 2-bromolysergic acid diethylamide
  - CAS 478-84-2
- o EA 1729/EA 1653/EA 3528
  - lysergic acid diethylamide
  - LSD (free base)
  - LSD (tartrate salt)
  - LSD (maleate salt)
  - CAS 50-37-3
- Oximes
  - o EA 3475
    - Toxogonin
    - LuH6
    - CAS 114-90-9
  - o EA 1814
    - TMB4
    - CAS 56-97-3 (bromide)
    - CAS 3613-81-9 (chloride)
  - o P2S
    - Pralidoxime methane sulfonate
    - CAS 154-92-2
- Irritants
  - o Brombenzyl cyanide
    - CA (military designation)
    - CAS 5798-79-8
  - o Chloroacetophenone
    - CN (military designation)
    - CAS 532-27-4
  - o CS-DM
    - T792DM

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- o Diphenylaminechloroarsine
  - Adamsite
  - Dibenzo-1-chloro-1,4-arsenine
  - DM
  - CAS 578-94-9
- o EA 1778
  - nonanoyl morpholide
  - CAS 5299-64-9
- o EA 1779
  - CS (military designation)
  - T792
  - o-Chlorobenzylidene malononitrile
  - 2-Chlorobenzalmalonitrile
  - CAS 2698-41-1
- o EA 2097
  - Benzylidene malonitrile
- o EA 2542
  - 2-Bromoethyl-bromoacetamide
  - EA 3547
    - CR
      - Dibenzoxazepine
      - CAS 257-07-8
- o EA 4923
  - CHT
  - 1-Methoxy-1,2,5-cycloheptatriene
  - CAS 1728-32-1
- Incapacitants

0

- o 218437
  - an indolylalkyl piperazine (hypotensive)
- o 219362
- o 220548
  - Oriphane (benzomorphan)
- o 302034
  - Benzomorphan butyrophenone (analgesic)
- o 302089
  - Butyrophenone derivative (sedative)
- o 302582
  - Butyrophenone derivative (sedative)
- o EA 1476
  - Dimethylheptyl pyran
  - DMHP
  - CAS 32904-22-6
- o EA 2148-A
  - Phencylidine
  - Sernyl
  - SNA
  - Phenylcyclohexyl piperidene monohydrobromide
  - PCB
  - Angel Dust
  - CAS 956-90-1
- o EA 2233
  - Acetate of EA 1476
  - Dimethylheptyl pyran
  - DMHP

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- CAS 39624-99-2
- o EA 2233-1
  - isomer of EA 1476
  - Dimethylheptyl pyran
  - DMHP
  - CAS 14950-75-5
- o EA 2233-2
  - isomer of EA 1476
  - Dimethylheptyl pyran
  - DMHP
  - CAS 14950-76-6
- o EA 2233-3
  - isomer of EA 1476
  - Dimethylheptyl pyran
  - DMHP
  - CAS 15077-23-3
- o EA 2233-4
  - isomer of EA 1476
  - Dimethylheptyl pyran
  - DMHP
  - CAS 14950-77-7
- o EA 2233-5
  - isomer of EA 1476
  - Dimethylheptyl pyran
  - DMHP
  - CAS 14950-78-8
- o EA 2233-6
  - isomer of EA 1476
  - Dimethylheptyl pyran
  - DMHP
  - CAS 14950-79-9
- o EA 2233-7
  - isomer of EA 1476
  - Dimethylheptyl pyran
  - DMHP
  - CAS 15206-43-6
- o EA 2233-8
  - isomer of EA 1476
  - Dimethylheptyl pyran
  - DMHP
  - CAS 14950-80-2
- o EA 2233-24
  - isomer of EA 1476
  - Dimethylheptyl pyran
  - DMHP
  - CAS 39624-99-2
- Vesicant
  - o Sulfur mustard
    - Bis(2-chloroethyl) sulfide
    - HD (distilled sulfur mustard)
    - Mustard gas
    - CAS 505-60-2
- Miscellaneous
  - o 5-HTP

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- 5-hydroxytryptophan
- Oxitriptan
- Oxytryptophan
- CAS 56-69-9
- Chloropicrin 0
  - PS
  - Trichloronitromethane
  - CAS 76-06-2 .
- Nitrogen dioxide 0
  - CAS 10102-44-0 •
- Octylamine 0
  - N-Octylamine
  - CAS 68037-94-5
- PABA 0
  - Para-amino benzoic acid
  - CAS 150-13-0
- Propylene glycol 0
- Anitbiotics 0
  - Chloramphenicol •
  - Chloromycetin
  - Tetracycline
- Diagnostic •

0

0

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- Antipyrine 0
  - Phenazone
  - CAS 60-80-0
- Indocardio green 0
  - ICG (pharmaceutical)
  - Indocyanin green
  - CAS 3599-32-4
  - Sodium aminohippurate
    - PAH •
    - Aminohippuric acid
    - CAS 61-78-9 .
  - Sulfobromophthalein
    - BSP (pharmaceutical)
    - CAS 71-67-0
- **CNS Active Drugs** 
  - Marsilid 0
    - Iproniazid
- **Barbiturates**

0

Amobarbital 0

- Amytal .
  - CAS 57-43-2
- Phenobarbital
  - CAS 50-06-6
- **Additional compounds** 
  - 12202 0
    - Arsenic 0
    - Capsaicin 0
      - Pepper spray
    - 0 Cyanide
      - Hydrogen cyanide

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- AC (military designation)
- Hydrocyanic acid
- Prussic acid
- CAS 74-90-8
- o Dimethyltryptamine
  - DMT
  - *N*,*N*-Dimethyltryptamine
- o Dioxins
  - Polychlorinated dibenzodioxins
  - PCDDs
- o Lewisite
  - Chlorovinylarsine dichloride
  - CAS 541-25-3
- o MDMA
  - CAS 42542-10-9
  - N-Methyl-3,4-methylenedioxyamphetamine
- o Mescaline
  - 3,4,5-trimethoxyphenethylamine
  - Peyote
  - Trimethoxyphenethylamine
  - CAS 54-04-6
- o Phosgene
  - CG (military designation)
  - Carbonic dichloride
  - CAS 75-44-5
- o Phosgene Oxime
  - CX (military designation)
  - Dichloroformoxime
  - CAS 1794-86-1
- o Psilocybin
  - Psilocybine
  - CAS 520-52-5
- o Pyridine
  - CAS 110-86-1
- o CS Arsenic

Period of Performance -

•

- Base Year: 30 September 2014 through 29 September 2015
- Option Year 1: 30 September 2015 through 31 March 2016

POINTS OF CONTACT: The points of contact for this task order are:

- Contracting Officer Ms. Tonya Kreps, DSN 343-2519, or Commercial (301) 619-2519.
- Contracting Specialist Mr. John Niziolek, DSN 343-1348, or Commercial (301) 619-1348.

Contracting Officer Representative- Mr. Mark Dertzbaugh, DSN 343, 7527, or Commercial (301) 619-7527.

	0	RDER FOI	R SUPPI	LIES OR S	ERVIC	CES			I	PAGE 1 OF	16
1. CONTRACT/PURCH.ORDER/ 2. DELIVERY ORDER/ CALI AGREEMENT NO. W81K04-16-D-0036 0002			R/CALL NO.	3. DATE OF ORI ( <i>YYYYMMMD)</i> 2017 Jun 01		4. REQ./ F	URCH.REQUES	ΓΝΟ.	5.P	RIORITY	
6. ISSUED BY W40M USA HLTH CONTRACTING ACT CTR FOR HEALTH CARE CONTR 2199 STORAGE ST BLDG 4197 STE 68 JBSA FT SAM HOUSTON TX 78234-5074				7. ADMINISTERED BY ( <i>if other than 6</i> ) CODE W81K04 W40M USA HLTH CONTRACTING ACT CTR FOR HEALTH CARE CONTR POC: SELMA RIVERA 2199 STORAGE ST BLDG 4197 STE 68 JBSA FORT SAM HOUSTON TX 78234-5074					8. DELIVERY FOB X DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR CODE 1D969 NATIONAL ACADEMY OF SCIENCES NAME · AND 2101 CONSTITUTION AVE NW ADDRESS WASHINGTON DC 20418-0007				FACILITY 10. DELIVER TO FOB POINT BY (YYYYMMMDD) SEE SCHEDULE 12. DISCOUNT TERMS Net 30 Days			Date) 11.	tte) 11.MARK IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED			
							IAIL INVOICE Item 15	S ТО ТНІ	E ADDRES	S IN BLOCK	-
14. SHIP TO W03H USA PUBLIC HEAI W03H USA PUBLIC HEAI BLDG E5165 5158 BLACKHAWK ROAD ABERDEEN PROVING GI	TH COMMAND	W 23MW P	DFAS 8899	AYMENT WIL 5-INDY VP GFEE 5-6TH STREET NAPOLIS IN 46:	S	DE BY	CODE HQ045	00		MARK AL ACKAGES PAPERSWI DENTIFICAT NUMBERS .OCKS1A	AND ITH FION IN
16. DELIVERY/ TYPE CALL	X This delivery or	der/call is issued or	another Gove	rnment agency or i	n accordanc	e with and s	subject to terms and	l conditions	of above num	bered contract.	
OF PURCHASE	Reference your of Furnish the follo	uote dated owing on terms spe	cified herein. R	REF:							
	ORDER AS I	CE. THE CONT T MAY PREVIO TIONS SET FO	DUSLY HAV	E BEEN OR IS	SNOW M	ODIFIED	, SUBJECT TO				ASE
	NAME OF CONTRACTORSIGNATURETYPED NAME AND TITLEDATE SIGNED (YYYMMMDD)If this box is marked, supplier must sign Acceptance and return the following number of copies:1										
17. ACCOUNTING AND See Schedule	D APPROPRIATIO	ON DATA/ LOO	CAL USE								
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SE			CES	20. QUANTITY ORDERED/ ACCEPTED* 21. UNIT 22. UI		22. UNIT	PRICE	23. AMO	DUNT	
		SEE SCHE	-								
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				iguez.civ@mail			ordering offi		25. TOTAI 26. DIFFERENCI		.00 E S T
27a. QUANTITY IN CO	RECEIVED A	EEN ACCEPTED, AN CONTRACT EX									
b. SIGNATURE OF AU	THORIZED GOVE	ERNMENT REP	RESENTAT	ΓIVE	c. DATE (YYYYM)		d. PRINTED GOVERNMEN				RIZED
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 28. SHIP NO. 29. DO VOUCHER NO. 30. INITIALS											
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36. I certify this account is correct and proper for payment. 31. PAYMENT 34. CHECK NUMBER											
a. DATE (YYYYMMMDD) b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				LEK	COMPLETE PARTIAL FINAL			35. BILL O	BILL OF LADING NO.		
		39. DATE I ( <i>YYYYM M</i>		40.TOTA CONT	AL AINERS	41. S/R ACCO	UNT NO.	42. S/R VC	UCHER NO		

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Section B - Supplies or Services and Prices

ITEM NO 0001	SUPPLIES/SERVICES Toxicology & Related Scie COST Biological and Chemical T The contractor shall perfor (PWS).	oxicology Study	UNIT Job ng to the per	UNIT PRICE	AMOUNT \$417,822.00
	FOB: Destination PURCHASE REQUEST N	UMBER: 0010974	4685-0002		
	ACRN AA CIN: GFEBS00109746850	00001		ESTIMATED COST	\$417,822.00 (EST.) \$417,822.00
ITEM NO 0002	SUPPLIES/SERVICES Contractor Manpower Rep FFP Annual Data reporting IAV performance not to exceed fiscal year and must be rep Reporting Period : 1 June 2 Report Due: NLT 31 Octob FOB: Destination PURCHASE REQUEST N	W the PWS. Report 12 months ending orted by October 3 2017 - 31 May 201 ber 2017	September 3 31 of each ca 8.	0 of each government	AMOUNT NSP

NET AMT

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#### ITEM NO SUPPLIES/SERVICES QUANTITY 0003 1

UNIT UNIT PRICE AMOUNT NSP

Contractor Manpower Report (CMR) FY18 FFP

Annual Data reporting IAW the PWS. Reporting shall be for the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by October 31 of each calendar year. Reporting Period : 1 June 2017 - 31 May 2018. Report Due: NLT 31 October 2018 FOB: Destination PURCHASE REQUEST NUMBER: 0010974685-0002

NET AMT

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Section C - Descriptions and Specifications

#### PERFORMANCE WORK STATEMENT

#### PERFORMANCE WORK STATEMENT (PWS)

## LONG TERM EFFECTS ON ARMY HUMAN TEST SUBJECTS OF RELEVANT BIOLOGICAL AND CHEMICAL AGENTS, DRUGS, MEDICATIONS AND SUBSTANCES: A CRITICAL REVIEW REPORT.

1. GENERAL. This is a non-personal services contract to provide toxicology and related scientific services through surveys, analysis, and reports from leading experts in the field of toxicology as ordered by the Department of Defense (DOD). The government shall not exercise any supervision or control over the contract service providers (CSPs) performing the services herein. Such CSPs shall be accountable solely to the contractor who in turn is responsible to the government.

1.1. Background. The 1863 Congressional Act of Incorporation requires the National Academy of Sciences (NAS) to investigate, examine, experiment and report upon any subject of science whenever called upon by any department of the Government. The primary resources for addressing the relevant needs of the DOD are the National Research Council Committee on Toxicology (COT), its professional staff, and the staff and collection of the Toxicology Information Center (TIC). The combination of these resources, with broad policy guidance of the Board on Environmental Studies and Toxicology, provides an efficient and economic utilization of scientific expertise and technical support facilities. The U.S. Army has been responsible since 1982 for contracting toxicology services with the NAS on behalf of the DOD.

1.2. Scope of work. The NAS Committee on Toxicology published three reports for the DoD from 1983-1985 addressing long-term health effects from short-term exposure to a variety of chemicals (254) in experimental testing scenarios involving human subjects. For many of the chemicals, information was insufficient to assess the likelihood of adverse health outcomes. In 2006, the Veterans Health Administration sent notification letters to DoDidentified veterans who were considered exposed, notifying them of potential health benefits. In 2009, a class action lawsuit was filed by the Vietnam Veterans of America et al. v. Central Intelligence Agency et al. requesting that the Court determine that the Defendants have a duty to notify all test subject veterans and to provide them with medical care going forward. In 2014, the Army filed a report with the Court describing efforts to identify newly acquired information which included information concerning the participant's experience during his specific tests and information concerning the long-term health effects that may affect the participant's well-being. The Army concluded that no newly acquired information existed. The court reviewed the plan and considered the efforts to acquire new information to be vague. In 2014, the Army contracted another review of the literature to assess if there was any new information relevant to evaluating exposure to these chemicals and adverse health outcomes. This resulted in the report entitled "Assessment of Long Term Effects on Army Human Test Subjects of Relevant Biological and Chemical Agents, Drugs, Medications and Substances". The Court also issued an injunction that the Army provide health care for conditions proximately caused by exposures while serving as a test subject. In order to fulfill this obligation, it is necessary to identify health conditions potentially (and then proximately) associated with human testing scenarios. The DoD is therefore requesting that the NAS provide expert consensus opinion by reviewing the contractor generated report entitled "Assessment of Long Term Effects on Army Human Test Subjects of Relevant Biological and Chemical Agents, Drugs, Medications and Substances" as well as available literature, reports, and data culminating in a report to the DOD. The specific task is determine what conditions, if any, might be considered proximately related to exposure to the identified agents under the conditions of testing, on an at least as likely as not basis, using a weight of evidence approach. The contractor shall provide a committee of subject matter experts in this area to meet, deliberate, reach consensus opinion, and publish a final report to the DoD. The committee will also assess whether the information in the above report is adequate to identify the long term effects of exposure to the test substance(s) outlined in the report.

1.3 The contractor shall comply with all applicable laws, rules and regulations, including but not limited to those listed in paragraph 6 of the PWS.

1.4. Quality Control (QC). The contractor is responsible for quality control. The contractor shall establish and maintain a complete Quality Control Plan (QCP) that shall ensure the requirements of the contract are provided as

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specified in this PWS. The contractor shall provide copies of the quality control plan to KO and the COR not later than 20 days after contract award.

1.5. Quality Assurance (QA). The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). The QASP is the government's internal plan for performing QA, and as such does not become part of the resultant contract. To comply with the QASP, the contractor will provide quarterly progress reports to the government to indicate that sufficient progress has been made on assigned tasks.

1.6. Travel. Arrangements for and cost of all travel, transportation, meals, lodging and incidentals are the responsibility of the contractor. All travel and transportation shall utilize commercial sources and carriers, provided the method used for the appropriate geographical area results in reasonable charges to the government. The government will not pay for business class or first class travel. Lodging and meals shall be reimbursed in accordance with the standard per diem rates in the DOD Travel Regulation.

1.7. Place of Performance. The place of performance is at the National Academy of Science, Washington D.C.

Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in DOD 6025.18-R, DOD 8580.02-R, Privacy Rule or Security Rule means the section currently in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DOD 6025.18-R, DOD 8580.02-R, the HIPAA Privacy Rule or the HIPAA Security Rule.

1.8. Personally Identifiable Information (PII) Requirements. None.

#### 2. DEFINITIONS AND ACRONYMS

2.1. Definitions.

2.1.1. Contractor. The term as used in this contract refers to the prime.

2.1.2. Contracting Officer. A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The KO is the only individual who can legally bind the government.

2.1.3. Contracting Officer's Representative (COR). An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions. Only an employee of the US Government may be appointed as a COR. A COR does NOT have authority to change any terms or conditions of the contract or task order(s).

2.1.4. Quality Assurance. The various functions, including inspection, performed by the Government to determine whether a contractor has fulfilled the contract obligations pertaining to quality and quantity.

2.1.5. Quality Control. All necessary measures taken by the contractor to assure that the quality of an end product or service shall meet contract requirements.

2.2. Acronyms.

COTCommittee on ToxicologyDODDepartment of Defense

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NAS	National Academy of Science
NRC	National Research Council
QASP	Quality Assurance Surveillance Plan

3. GOVERNMENT FURNISHED ITEMS AND SERVICES. None.

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision and other items and non-personal services necessary to provide toxicology and related scientific services to the DOD in accordance with the PWS.

#### 5. DESCRIPTION OF WORK.

5.1. The contractor shall convene, via the COT, an independent multidisciplinary committee that will deliberate on the report entitled: "Assessment of Long Term Effects on Army Human Test Subjects of Relevant Biological and Chemical Agents, Drugs, Medications and Substances as well as available literature, reports, and data culminating in a report to the DOD".

5.1.1. An ad hoc committee will evaluate the report Assessment of Potential Long-term Health Effects on Army Human Test Subjects of Relevant Biological and Chemical Agents, Drugs, Medications and Substances: Literature Review and Analysis. The committee will determine whether the report appropriately identifies potential long-term health effects from exposure during testing and uses an adequate weight-of-evidence approach to characterize the strength of association between agents and their potential effects.

5.1.2. The general approach developed by the Army to evaluate agent- and outcome-specific associations will also be reviewed. The committee will prepare two reports: an interim letter report that documents the committee's overarching findings and their supporting evidence, followed by a final report at the end of the project that provides additional technical detail.

5.1.3. The source of information for the subcommittee will come from information accessed through the TIC as well as preliminary information or reports provided by the DOD at the initiation of the task.

5.2 The period of performance for this task is anticipated to be 12 months from the date of award. While performing the task, the contractor shall be required to provide quarterly progress reports and other quality assurance measures of progress for each task as identified on individual task orders to the COR and contracting officer. However, each task will be considered complete when a final report (in the form of a book or booklet) has been submitted to the COR on completion of the task as identified on the task order. This book will summarize the consensus findings of the subcommittee and any recommendations arising from their deliberations. The reports will also be made available online at the national academies press website <a href="http://www.nap.edu">http://www.nap.edu</a>. Reports shall be made available to the public without restriction within 10 calendar days upon completion of the final report.

5.3. Contractor Manpower Reporting.

5.3.1.The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the CHCC via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <u>http://www.ecmra.mil/</u>. Reporting inputs will be for the labor executed during the period of performance during each government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2017. Contractors may direct questions to the help desk at <u>http://www.ecmra.mil/</u>.

5.3.2. Sexual Assault Reporting. The contractor will immediately (within 24 hours) report an incident of sexual assault to the COR.

5.3.3. Sexual Harassment Reporting. The contractor will immediately (within 24 hours) report an incident of sexual harassment to the COR.

5.4. The deliverable for each requested study (task) will be a final report and/or publication that has been peer reviewed in an independent rigorous process as defined under the Guidelines for the Review of National Academy

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Reports. As a courtesy, a prepublication report as identified on each individual task order shall be sent electronically to the COR for submission prior to the final report/publication. Reports will be produced in response to requests from DOD sponsors. Reports resulting from this effort shall be prepared in sufficient quantity to ensure their distribution to the sponsor and to other relevant parties, in accordance with National Academy policy. 5.4.1. The contractor shall include the following disclaimer statement in all publications and final consensus reports, as result of a study requested through this contract. Disclaimer: "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the organizations or agencies that provided support for this work." This disclaimer shall be displayed on the copyright page.

5.4.2. The contractor will deliver, via e-mail and hard copy, quarterly progress reports identifying the progress of the COT and any tasks that have been assigned for that period.

5.5 Anti-Terrorism and Operational Security (AT/OPSEC) Requirements: There are no requirements for AT/OPSEC in this Task Order PWS.

6. APPLICABLE REGULATIONS AND MANUALS.

6.1. Mandatory.

6.1.1. OTSG/MEDCOM Policy Memo 13-062.

6.2. Advisory. None.

7. EXHIBITS AND ATTACHMENTS.

Quality Assurance Surveillance Plan For National Academy of Sciences Contract

1. Purpose. This Quality Assurance Surveillance Plan (QASP) is a government developed and applied document used to provide a standard of surveillance for monitoring the National Academy of Sciences contract and provides the approach the government will use to conduct surveillance over the performance aspects of the effort. The intent is to ensure that the contractor performs in accordance with performance metrics set forth in the contract documents, that the government receives the quality of services called for in the contract, and that the government only pays for the acceptable level of services received.

#### 2. Scope.

The QASP is established to provide government surveillance oversight of the contractor's quality control efforts to assure they are timely, and effective, and results are performed as specified in the contract. The QASP is not a part of the resulting contract nor is it intended to duplicate the contractor's internal quality management efforts.

3. Government Roles and Responsibilities. The following personnel shall oversee and coordinate surveillance activities.

3.1. Contracting Officer (KO). The KO is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer's Representative (COR) and the contractor. The KO will designate a COR as the government representative for performance management. The number of additional government representatives serving as inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the KO.

3.2. COR. The COR is designated in writing by the KO to act as his or her authorized representative. The COR will assist the KO with the technical administration of the contract to ensure proper government surveillance of the

contractor's performance. Any COR limitations will be identified with the designation letter. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes the contractor deems may affect contract price, terms, or conditions shall be referred to the KO for action. The COR is responsible for quality assurance (QA) monitoring and completion of forms/reports used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the terms and conditions of the contract for inspection.

3.3. Other Key Government Personnel. Upon award, the government may enter performance monitors, clinical quality experts, etc., who may provide input to the COR for reporting purposes.

4. Methods of Inspection.

4.1. The below listed methods of surveillance may be used in the administration of this QASP. They can occur quarterly, monthly, or as needed:

4.1.1. 100% Inspection. The COR may conduct 100% inspections of the work defined in the performance work statement (PWS). The COR will also review information submitted in the required reports defined in the PWS (if applicable).

4.1.2. Periodic Inspection. The government may conduct periodic inspections monthly, quarterly, or on an as-needed basis. The periodic inspection shall be conducted by the COR.

4.1.3. Random Inspection. The government may conduct random monitoring by reviewing information/reports required and submitted in accordance with the contract. The random monitoring shall be performed by the COR.

4.1.4. Performance Evaluation Meetings. The contractor and the COR will meet as often as necessary to review the contractor's performance and address any contract discrepancy reports (CDRs) issued during the period. A mutual effort will be made to resolve identified issues.

4.1.5. Customer Feedback – The COR may provide and collect customer surveys or complaints regarding performance. A mutual effort will be made to resolve any problems/issues identified.

5. The level of surveillance may be conducted on a monthly, quarterly or as-needed basis and an analysis of the results will determine if the contractor met the standards or did not met the standards identified in the PWS/contract.

Performance	Performance	Acceptable Quality	Method of	Performance
Objective	Standard	Level AQL	Surveillance	Incentive/Remedy
PWS Para 5.2	Deliver to COR	95% of reports	100% Inspection	Documented in the
Quarterly Progress	within the 5 <sup>th</sup> day	provided within		Contractor
Report to the COR	of new quarter (5	specified time		Performance
and MEDCOM	Aug, 5 Nov, 5 Feb			Assessment Report
HCAA	etc.)			
PWS Para 5.4	Within 60 days of	98% of reports	100% Inspection	Documented in the
Contractor shall	DoD sponsor	provided within		Contractor
provide a final	request	specified time		Performance
report to DoD				Assessment Report
PWS Para 5.2	Available within	No later than the	100 % Inspection	Documented in the
Contractor shall	10 calendar days	15 <sup>th</sup> calendar day		Contractor
make the final	upon completion	of final report		Performance
report available to	of the final report			Assessment Report
the public				

6. Performance Requirements Summary (PRS).

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7. Successful Performance.

7.1. Successful performance can be incentivized with favorable past performance ratings and award of follow-on opportunities.

7.2. Acceptable services for performance is demonstrated by an accepted and executed certified invoice and receiving report, as applicable.

7.3. The acceptable quality level (AQL) consists of the performance standards established for the services required by the government to meet contract requirements. The AQL will be measurable and structured to permit an assessment of the contractor's performance.

8. Documentation of Surveillance.

8.1. Effective contract surveillance relies on the COR identifying and documenting discrepancies during performance of routine daily services, or through the contractor's quality control program. The COR will report discrepancies to the contractor for timely resolution. Survelliance may consist of periodic reports, and customer feedback and timeliness of contract deliverables/reports.

8.2. The COR will maintain a complete QA file which will be retained by the COR for the life of the contract. Information in the QA file will be considered when completing the annual CPARS report.

8.3. Documented surveillance will consist of inspections performed by the COR. All paperwork that supports contract surveillance such as details of inspections or data gathering, conversations or meetings with the contractor, notes and comments that support inspection paperwork, to include quality assurance surveillance reports. If performance is deemed unacceptable, the COR will inform the contractor. Disagreements or disputes will be referred to the KO for re-address.

8.4. All documentation resulting from surveillance will be made a part of the contract file. The COR must keep the documentation files during the surveillance period, but at the conclusion of the contract and as directed by the KO, the COR must give the files to the KO for inclusion in the official contract file.

9. Corrective Actions.

9.1. The contractor will be provided the opportunity to submit proposed corrective action to resolve the discrepancy. The COR will review proposed corrective action and determine whether or not it is acceptable and whether or not the discrepancy has been corrected. If the discrepancy has been resolved, the COR will notify the contractor and document the quality assurance surveillance checklist.

9.2. The COR will notify the contracting officer of unacceptable performance if any services do not conform to contract requirements. The contracting officer may require the contractor to re-perform the services to conform with contract requirements at no additional cost to the government.

9.3. When unacceptable performance cannot be corrected by re-performance, the government may require the contractor to take action necessary to ensure future performance conforms with contract requirements.

9.4. The government may exercise other such legal remedies as the KO deems appropriate, for example:

9.4.1. Cure Notice.

9.4.2. Show Cause.

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9.4.3. Terminate the contract for cause.

10. Certification of Services. Certification of services is performed by the COR via the Invoice, Receipt, Acceptance, and Property Transfer (iRAPT) system. At the end of each billing period, the contractor inputs invoice information into iRAPT system. iRAPT automatically notifies the appropriate COR via email of pending invoice. COR accesses iRAPT and verifies the accuracy of services provided by the contractor. The COR will certify the invoice and payment is conducted by the Defense Finance Accounting System (DFAS). If the COR encounters errors in the contractor's invoice, the COR will reject the invoice, state the reason for rejection and send back to the contractor. If the contractor disagrees with the COR, the issue will be forwarded to the KO for resolution.

11. QASP Checklist, Attachment 1 to QASP

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Attachment 1 to QASP QASP Checklist

Service or Standard:

Survey Period: Surveillance Method (Check): \_\_\_\_\_ 100% Inspection \_\_\_\_\_ Periodic Inspection \_\_\_\_\_ Random Monitoring (reports) \_\_\_\_\_ Performance Evaluation Meetings Customer Feedback Level of Surveillance: (Check): \_\_\_\_\_ Monthly \_\_\_\_\_ Quarterly \_\_\_\_ As needed Analysis of Results: Contract Service Provider's Performance (Check): \_\_\_\_\_ Meets Standards \_\_\_\_\_ Does Not Meet Standards Narrative of Performance During Survey Period: 

Printed Name and Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Section E - Inspection and Acceptance

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government

#### **IRAPT**

Invoicing, Receipt, Acceptance and Property Transfer (iRAPT) - formerly known as WAWF

iRAPT is the authorized method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractor shall (i) register to use iRAPT at <u>https://wawf.eb.mil</u> and (ii) ensure an electronic business point of contract (POC) is designated in the System for Award Management at <u>https://www.sam.gov</u> within ten (10) calendar days after award of this contract/order.

#### iRAPT Instructions:

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) location listed in Block 18a of your purchase order/contract. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <a href="http://www.dfas.mil/money/vendor">http://www.dfas.mil/money/vendor</a>. Your purchase order/contract number or invoice number will be required to inquire status of your payment.

The following codes and information will be required to assure successful flow of iRAPT documents.

Foreign Vendors will submit banking information in the Comments Tab of the iRAPT invoice.

#### TYPE OF DOCUMENT [X the appropriate block]

<u>Invoice</u> (Contractor Only)

Invoice and Receiving Report (COMBO)

- X Invoice as 2-in-1 (Services Only)
- <u>Receiving Report</u> (Government Only)

CAGE CODE: 1D969

ISSUE BY DODAAC: W81K04

ADMIN BY DODAAC: W81K04

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INSPECT BY DODAAC: W23MWP

ACCEPT BY DODAAC: W23MWP

SHIP TO DODAAC: W23MWP

PAYMENT OFFICE FISCAL STATION CODE: HQ0490

EMAIL POINTS OF CONTACT LISTING: (Use Group e-mail accounts if applicable)

INSPECTOR Primary: <u>desmond.i.bannon.civ@mail.mil</u> Alternate: ACCEPTOR Primary: <u>desmond.i.bannon.civ@mail.mil</u> Alternate:

RECEIVING OFFICE POC: Primary: <u>desmond.i.bannon.civ@mail.mil</u> Alternate:

CONTRACT ADMINISTRATOR/ SPECIALIST: Ms. Selma Rivera; email: <u>selma.rivera.civ@mail.mil</u> Comm: 210-295-3805- Fax:

CONTRACTING OFFICER: See Block 31b on SF1449 for email address.

ADDITIONAL CONTACT:

Any modification requests must be in writing and submitted to:ADMIN DODAAC.

(End of clause)

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Section F - Deliveries or Performance

### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	31-MAY-2018	1	W03H USA PUBLIC HEALTH COMMAND W03H USA PUBLIC HEALTH CENTER BLDG E5165 5158 BLACKHAWK ROAD ABERDEEN PROVING GND MD 21010- 5000 210-221-7928 FOB: Destination	W23MWP
0002	31-OCT-2017	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MWP
0003	31-OCT-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MWP

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Section G - Contract Administration Data

### ACCOUNTING AND APPROPRIATION DATA

AA: 09720172017013000018810110103252 S.0048442.2 COST CODE: A74BB AMOUNT: \$417,822.00 CIN GFEBS001097468500001: \$417,822.00 6100.9000021001

## Case 4:09-cv-00037-CW Document 610-4 Filed 03/22/18 Page 16 of 16

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Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.232-33 Payment by Electronic Funds Transfer--System for Award JUL 2013 Management

Agreement Between Federal Agencies

Order Requirements and Funding Information (Order) Section



BUREAU OF THE Fiscal Service LEAD. TRANSFORM. DELIVER.

Number 11152094 GT&C #	Order #	Amendment # / Mod		gency's AgreementW23 umber (Optional)W23	MWP1829001-000
PF	RIMARY ORGAN	NIZATION/OF	FICE INFOR	MATION	
4.	Request	ing Agency	S	ervicing Agency	
rimary Organization / Office	U.S. Arm	y Public Health C Attn: MCHB-PH-E		epartment of Energy / ak Ridge Operations	(
lame					
esponsible Organization / C	Aberdeer	ckhawk Road Proving Ground		ak Ridge National Lal .O. Box 2008, Oak Ri	
adiess	and the second s	UIREMENTS			<u> </u>
Modification (Mod) - For Example: for a performa Fill out the Funding Modific thanging Funding for an C Cancellation - Provi Date for the effective cance	ance period mod, fication Summar Order Line. de a brief explana	state the new p y by Line (Bloc	erformance po k 26) if the mo	eriod for this Order i od involves adding, d	n Block 27. deleting, or
26. Funding Modification Summary by Line	Line #	Line #	Line #	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$450,000.00	1			\$450,000.00
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]	1				\$0.00
Funding Change for This Mo		-	_		\$0.00
TOTAL Modified Obligation		\$0.00	\$0.00	\$0.00	\$450,000.00
Total Advance Amount (-)					\$0.00
Net Modified Amount Due	\$450,000.00	\$0.00	\$0.00	\$0.00	\$450,000.00
27. Performance Period For a performance period mo the start and end dates that in new performance period.	Start D		2018 D-YYYY		09/30/2018 M-DD-YYYY

Agreement Between Federal Agencies

1

Order Requirements and Funding Information (Order) Section



e Number y Funding Information BPOA EPOA A MAIN SUE			
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the standing that the state the			
ency Funding Cancellation Date			
g Y Fe			

Acute Exposures and Long-term Health Outcome Collaborations, see attached SOW.

North American Industry Classification System (NCAIS) Number (Optional)

Breakdown of Re	eimbursable Line	Costs and/or	Breakdown of A	ssisted Acquisition Line Cost:
Unit of Measure	See attachment fo	r cost estimate de	Contract Cost	·····································
Quantity	Unit Price	Total	Servicing Fees	
1	\$324,558.00	\$324,558.00	Total Obligated Cost	\$0.00
Overhead Fees a	ind Charges	\$125,442.00	Advance for Line (-	
Total Line Amoun	t Obligated	\$450,000.00	Net Total Cost \$0.00	
Advance Line Am	nount (-)		Assisted Acquisition Servicing Fees Explanation	
Net Line Amount	Due	\$450,000.00		
Type of Service	Requirements			and a second
• Severable	Service C	) Non-Severable	Service C	) Not Applicable

Agreement Between Federal Agencies

Order Requirements and Funding Information (Order) Section

Number	11152094			Servicing Agency's Agreement Tracking Number (Optional) W23MWP182	0001_000
	GT&C #	Order #	Amendment # / Mod #		
9. Advance	e Information (Com	plete Block 29 i	f the Advance Payment	for Products/Services was checked "Yes" on the	ne GT&C)
otal Advar	nce Amount for th	e Order <u>\$0.(</u>	0 [All Order L	ne Advance amounts (Block 28) must sum to	this total.]
evenue Re	ecognition Metho o account for the Red	dology (accor questing Agend	rding to SFFAS 7)(Ide cy's expense and the	ntify the Revenue Recognition Methodolog Servicing Agency's revenue.)	ly that
	ht-Line — Provide			and Number of Months	
Accru	al Per Work Comp	leted — Ident	ify the accounting p	ost period:	
M	onthly per work cor	npleted & invo	biced		
	ther — Explain othe crual amounts will	er regular peri be communic	iod (bimonthly, quar ated if other than b	erly, etc.) for posting accruals and hov lled.	v the
All Order L	et Order Amount: ine Net Amounts Du	e for reimbursa	ble agreements and	Net Total Costs for Assisted Acquisition Ag	reements
	must sum to this total ments (State or list a			ana ang ang ang ang ang ang ang ang ang	
Key F	Project and/or acqu	isition milesto	nes (Optional except	for Assisted Acquisition Agreements)	
leference a	ttached Statement of	Work (SOW)			+
	r Attachments (Optio				
			AND PAYMENT IN		
32. Payme	ent Method (Check	One) [Intra-go	vernmental Paymen	and Collection (IPAC) is the Preferred M	lethod.]
	tion Annan Initiate		Servicing	gency Initiated IPAC	
L	esting Agency Initiate	a IPAC		xplain other payment method and reasoning	na.
Credi	it Card			plain other payment method and reasoning	' <u>'</u>
í An Invoir	Frequency (Check ce must be submitte reimbursed (i.e., vi	ed by the Serv	icing Agency and ac ction)]	cepted by the Requesting Agency BEF	ORE
Mont		Other	r Billing Frequency (inc	ude explanation):	
	ent Terms (Check				
7 Da	ays 🛛 Other Pa	ayment Terms (	include explanation):		

BUREAU OF THE

LEAD, TRANSFORM.

DELIVER.

	IENT INTERAGENCY	BUREAU OF THE
AGREEMENT (IAA)		Fiscal Service
Agreement Between Federal Ager	ncies	1 100011 001 1100
Order Requirements and Funding L		LEAD. TRANSFORM. DELIVER.
01001	Anendment #7 Mod #	Agency's Agreement W23MWP1829001-000
vailability of Funds)	(Optional) (State and/or list funding clause	
dheres to Federal Acquistion Regulatio	t to the authority of the Economy Act of 19 in 6.002. To the best of our knowledge the th the domestic private sector. The work or homeland security objectives.	e work requested will not place DOE
6. Delivery / Shipping Information	for Products (Optional)	
Agency Name		
Point of Contact (POC) Name & Title		
POC Email Address		
Delivery Address / Room Number		
POC Telephone Number		
Special Shipping Information		
37 Program Officials	OVALS AND CONTACT INFORMA	
37. Program Officials	the Requesting Agency and Servicing Age Ifilled for this Order. The Program Official I	ency, must ensure that the scope of may or may not be the Contracting
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FS Form 7600B (04-12)

Department of the Treasury | Bureau of the Fiscal Service

June 2017 - page 4 of 5

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Agreement Between Federal Agencies

Order Requirements and Funding Information (Order) Section



LEAD. TRANSFORM. DELIVER.

A Number 11152094 GT&C #		cing Agency's Agreement W23MWP1829001-000
and the second	CONTACT INFORMATION	
9. FINANCE OFFICE Points	s of Contact (POCs)	
S, TRAROL CT. T.C.	Requesting Agency (Payment Office)	Servicing Agency (Billing Office)
Vame	PEDRO J. ANDINO	Deborah Garland
litle	Resource Management Budget Office	DOE ORO SPPO Contracting Officer
Office Address	5158 Blackhawk Rd, Attn: MCHB-BUS-RM Aberdeen Proving Ground, MD 21010	Oak Ridge National Lab, P.O. Box 2008, MS 6269, Oak Ridge, TN 37831
Telephone Number	(410) 436-1051	(865) 241-9566
Fax Number		(865) 574-9275
Email Address	pedro.j.andino4.civ@mail.mil	garlanddl@ornl.gov
Signature & Date (Optional)	ANDINO PEDRO, JAVIER, 1239667221 Descrito 31, 34 29 - 0500	
40 ADDITIONAL Points of	Contact (POCs) (as determined by each Ag NG Office Points of Contact (POCs).	gency)
This may include contraton	Requesting Agency	Servicing Agency
Name	WILLIAM G. FITZHUGH	Anthony Armstrong
Title	Medical Care Injunction, Program Director	Senior Scientist, Env Sciences Division
Office Address	5158 Blackhawk Rd, Attn: MCHB-PH-ENM, Aberdeen Proving Ground, MD 21010	Bldg 1507, Mail Stop 6407 Oak Ridge, TN 37831-6407
Telephone Number	(410) 436-1049	(865) 576-1555
Fax Number		
Email Address	william.g.fitzhugh.civ@mail.mil	armstrongaq@ornl.gov
Signature & Date (Optional)	FITZHUGH WILLIAM GRAYSON 104933562 digitaly signal by FITZHOR WILLIAM GRATION. THAT IS Date: 1948/07.91 stanling drift?	
Name	JENNIFER HOWARD	
Title	Budget Analyst, APHC	
Office Address	5158 Blackhawk Rd, Attn: MCHB-BUS-RM Aberdeen Proving Ground, MD 21010	
Telephone Number	(410) 417-2385	
Fax Number		
Email Address	jennifer.j.howard13.civ@mail.mil	
Signature & Date (Optional)	HOWARD JENNIFER JANE 1229408760 000000 50000000000000000000000000000	
Name	HEIDI L. TAYLOR	
Title	APHC, Support Agreements Manager	
Office Address	5158 Blackhawk Rd, Attn: MCHB-BUS-RM Aberdeen Proving Ground, MD 21010	
Telephone Number	(410) 436-4336	
Fax Number		
Email Address	heidi.l.taylor10.civ@mail.mil	
Signature & Date (Optional)	TAYLOR HEIDLLYNN, 1228977264 Breakly reaked by Taylon HE GLL INN 1228977264 Date 2016 (122 23 37 45 (000)	Real Astronomy and a second

8	ACCEF	PTANCE OF MIPR		2
TO (Requiring Activity Address) (	Include ZIP Code)] Inter ATTN: Mark Calderone	2. MIPR NUMBER         3. AMEN           11152094         00		
252 Blackhawk Rd. PG, MD 21010-5403	ner ATTIN, Mark Caldoone	4. DATE (MIPR Sign 02/22/2018	5. AMOUNT (As Listed on the MIPR) \$450,000.00	
The MIPR identified above is accept	ed and the items requested will be provided as f	follows: (Check as Applicable	y .	
a. 🔀 ALL ITEMS WILL B	E PROVIDED THROUGH REIMBURSEME	ENT (Category I)		
	E PROCURED BY THE DIRECT CITATION	N OF FUNDS (Category II)		
	OVIDED BY BOTH CATEGORY I AND CA		D BELOW	
d. THIS ACCEPTANC	E, FOR CATEGORY I ITEMS, IS QUALIFII ACCEPTANCE FIGURE WILL BE FURNI SSION OF BILLINGS.	ED BECAUSE OF ANTICIP	ATED CONTINGENC	IES AS TO FINAL PRICE. OF DEFINITIZED PRICES, BUT
	ER(S) IDENTIFIED IN BLOCK 13, "REMAR	RKS" IS NOT ACCEPTED (	IS REJECTED) FOR T	HE REASONS INDICATED
TO BE PROVI	DED THROUGH REIMBURSEMENT CATEGORY I	9,	TO BE PROCURED	BY DIRECT CITATION OF FUNDS CATEGORY II
TEM NO. QUANTITY	ESTIMATED PRICE	ITEM NO.	QUANTITY	ESTIMATED PRICE
a b	¢ \$450,000.00	a T	b	c
	1.2			
d. TOTAL ESTIMATED PRICE		d. TOTAL	ESTIMATED PRICE	
10 ANTICIPATED DATE OF OBL	IGATION FOR CATEGORY II ITEMS	11. GRAND	TOTAL ESTIMATED F	PRICE OF ALL ITEMS
12 FUNDS DATA (Chark if Annli	cable)			
		REQUIRED (See Justificati	on Block 13)	
	IDS IN THE AMOUNT OF S ARE F			
a. ADDITIONAL FUNDS IN THE A		D AND MAY BE WITHDRA	WN	0
	IDS IN THE AMOUNT OF \$ ARE F MOUNT OF \$ ARE NOT REQUIRE	D AND MAY BE WITHDRA	WN Performance End 9000001	Date: 30 Sep 18
a. ADDITIONAL FUNDS IN THE A b. FUNDS IN THE A 13. REMARKS DOE Point of Contact: De Phone: (865) 241-9566	IDS IN THE AMOUNT OF S ARE F MOUNT OF S ARE NOT REQUIRE borah Garland	D AND MAY BE WITHDRA Period of ALC: 8 TAS: 89 DODAA	WN Performance End 9000001	Date: 30 Sep 18