

U.S. DEPARTMENT OF ENERGY
memorandum

DATE August 19, 1980

REPLY TO EV-30
ATTN OF

SUBJECT Marshall Islands

402869

R

TO R. Clusen, ASEV
H. Hollister, DASEV/R
W. W. Burr, D/OHER
J. Deal, OES
J. Blair, HHAD
T. McCraw, OHER
R. Ray, NVOO
V. Bond, BNL
W. Robison, LLL
W. Bair, PNL

Attached are the latest musings from Interior and others. They include

1. Interior's RFP for health care under the Burton Bill. We did not see a final draft prior to release.
2. Letter of August 8, 1980, plus attachments, from Charles Domnick, Deputy Secretary of Foreign Affairs, Government of the Marshall Islands, to Wallace Green.
3. Interior's letter of August 13, 1980, to Charles Domnick. We were not consulted on this response even though Interior committed us to attend meetings.

These are for your info only. Please return or discard if you do not wish to retain.



Bruce W. Wachholz, Ph.D.
Office of Health and Environmental
Research, Office of Environment

Attachments



United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

OC
4/2/80
8/18/80
Letter A/R

AUG 08 1980

Memorandum

To: Prospective Offerors

From: Branch of Procurement Management

Subject: Request for Proposals (RFP) 14-01-0001-80-R-75

The High Commissioner of the Trust Territories of the Pacific Islands solicits your organization to submit a proposal to develop a Health Plan for the Marshall Islands.

Offerors must submit their proposals in accordance with the requirements set forth herein. The proposals shall be submitted in two (2) separate parts: a "Technical Proposal" and a "Business Management Proposal" as set forth herein. Four (4) copies of your Business Management Proposal and six (6) copies of your Technical Proposal, signed by an official authorized to bind the offeror shall be submitted not later than 4:00 p.m. local time on September 3, 1980, to:

U.S. Department of the Interior
Office of the Secretary - PMO
Branch of Procurement Management
Room 2619, 18th & E Streets, N.W.
Washington, D.C. 20240
Attn: Gregory D. Rothwell

It is contemplated that a Cost Reimbursement Type of contractual arrangement will be negotiated; however, other types of contracts will be considered. The General Provisions, additional clauses, and specifications will be made a part of any resultant contract, and in addition to other clauses required by Public Law, Executive Orders, and Government Procurement Regulations which are in effect at the time of award.

It should be noted that you will not be participating in a formally advertised procurement. Issuance of this solicitation does not constitute an award commitment on the part of the Government. Further, the Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official file on this matter without obligation to the Government.

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STANDARD FORM 33

SOLICITATION INSTRUCTIONS AND CONDITIONS

CONTRACT PRICING PROPOSAL (OF 59)

REPRESENTATIONS AND CERTIFICATIONS

Evaluation Criteria

Proposals received in accordance with this RFP will be evaluated by a Technical Evaluation Committee consisting of Federal agency representatives and such additional personnel as the Government may select to participate.

1. Offeror's Understanding of the Project 40 points

a. Understanding of the project objectives and capability for response to specific questions.

b. understanding of the information needed for policy analysis;

c. identification of the problems to be encountered in performance;
and

d. familiarity or past experience with all relevant data resources which are available.

2. Personnel and Organizational Qualifications 20 points

a. Personnel qualifications (experience/training) - the Project Director and/or Principal Investigator and any assigned project assistants;
and

b. organizational qualifications, resources, objectivity, report quality and related experience.

3. Methodology and Work Plan 30 points

a. Soundness and breadth of approach;

b. utilization of all resources and new research if needed.

4. Management of the Project 10 points

a. Adequacy of involvement of key individuals;

b. commitment to meeting scheduled milestone particularly with respect to reporting requirements.

Total 100 points

Background Paper on a Health Plan
for the Marshall Islands

Article 1--Introduction

P.L. 96-205 requires the Secretary of the interior to develop an integrated, comprehensive health care program and a program of environmental research and monitoring for the peoples of the Marshalls for any injury, illness, or condition which may be the result directly or indirectly of the U.S. nuclear weapons testing program.

1. The statute. The pertinent statute is Public Law 96-205, approved March 12, 1980, which provides in section 102:

"(a) In addition to any other payments or benefits provided by law to compensate inhabitants of the atolls of Bikini, Enewetak, Rongelap, and Utirik, in the Marshall Islands for radiation exposure or other losses sustained by them as a result of the United States nuclear weapons testing program at or near the atolls during the period 1946 to 1958, the Secretary of the Interior (herein after in this section referred to as the 'Secretary') shall provide for the people of the atolls of Bikini, Enewetak, Rongelap, and Utirik and for the people of such other atolls as may be found to be or to have been exposed to radiation from the nuclear weapons testing program, a program of medical care and treatment and environmental research and monitoring for any injury, illness, or condition which may be the result directly or indirectly of such nuclear weapons testing program. The program shall be implemented according to a plan developed by the Secretary in consultation with the Secretaries of Defense, Energy, and Health, Education, and Welfare and with the direct involvement of representatives from the people of each of the affected atolls and from the government of the Marshall Islands. The plan shall set forth, as appropriate to the situation, condition, and needs of the individual atoll peoples:

- "(1) an integrated, comprehensive health care program including primary, secondary, and tertiary care with special emphasis upon the biological effects of ionizing radiation;
- "(2) a schedule for the periodic comprehensive survey and analysis of the radiological status of the atolls to and at appropriate intervals, but not less frequently than once every five years, the development of an updated radiation dose assessment, together with an estimate of the risks associated with the predicted human exposure, for each such atoll; and

"(3) an education and information program to enable the people of such atolls to more fully understand nuclear radiation and its effects;

"(b) (1) The Secretary shall submit the plan to the Congress no later than January 1, 1981, together with his recommendations, if any, for further legislation. The plan shall set forth the specific agencies responsible for implementing the various elements of the plan. With respect to general health care the Secretary shall consider, and shall include in his recommendations, the feasibility of using the Public Health Service. After consultation with the Chairman of the National Academy of Sciences, the Secretary of Energy, the Secretary of Defense, and the Secretary of Health, Education, and Welfare, the Secretary shall establish a scientific advisory committee to review and evaluate the implementation of the plan and to make such recommendations for its improvement as such committee deems advisable.

"(2) At the request of the Secretary, any Federal agency shall provide such information, personnel, facilities, logistical support, or other assistance as the Secretary deems necessary to carry out the functions of this program; the costs of all such assistance shall be reimbursed to the provider thereof out of the sums appropriated pursuant to this section.

"(3) All costs associated with the development and implementation of the plan shall be assumed by the Secretary of Energy and effective October 1, 1980, there are authorized to be appropriated to the Secretary of Energy such sums as may be necessary to achieve the purpose of this section.

"(c) The Secretary shall report to the appropriate committees of the Congress, and to the people of the affected atolls annually, or more frequently if necessary, on the implementation of the plan. Each such report shall include a description of the health status of the individuals examined and treated under the plan, an evaluation by the scientific advisory committee, and any recommendations for improvement of the plan. The first such report shall be submitted not later than January 1, 1982."

2. What the statute requires. Section 102, quoted above, is not free of ambiguity. It has been argued by some that the plan required of the Secretary of the Interior, and the program resulting from it, should be restricted solely to the four named atolls, and then only to injuries, illnesses, or conditions resulting from the nuclear testing program. It has been argued by others that the plan, and the resulting program, should apply to all atolls and islands of the Marshall Islands, and should provide comprehensive medical care to all people of the Marshall Islands.

The Interior Department has not reached any definitive position with respect to the scope of the plan required, or of the program to arise from it. It would welcome the early expressions of views from any source as to the requirements of the statute. Preliminarily, the Interior Department suggests that the most reasonable reading of the statute appears to be that the Secretary's plan should provide for comprehensive health care for the inhabitants of the four listed atolls -- Bikini, Enewetak, Rongelap, and Utirik; and that the inhabitants of additional atolls should also be afforded comprehensive health care if they have been affected by radiation from the nuclear weapons testing program. In deciding whether the inhabitants of additional atolls have been so affected, the Secretary would consider information obtained from on-site health evaluations of the people of those atolls, and other relevant evidence presented to him.

3. The Interior Department has asked the Department of Energy to provide advice to Interior by mid-November 1980 as to the details of the schedule required by subsection (a)(2), pertaining to environmental research and monitoring, radiation dose assessments, and risk estimates, and the education and information program required by subsection (a)(3). The Department of Energy has agreed to provide this detailed advice by that date.

4. Background information:

(a) Rongelap and Utirik

The medical monitoring and follow-up care program of the exposed people of Rongelap and Utirik atolls commenced after the Bravo Shot Fallout of March 1, 1954. This program has been the responsibility of the Atomic Energy Commission, the Energy Research and Development Administration, and now the Department of Energy. The medical monitoring and follow-up medical care program of the exposed residents of these two atolls, and for members of selected "comparison" groups, has from the onset of the program been contracted to the Brookhaven National Laboratory, Associated Universities, Upton, New York.

Brookhaven now has 26 years of medical research findings and experience in the field with the people of Rongelap and Utirik. It is regarded, therefore, as essential that any health care organization that develops a plan for future health care of the people of the "affected atolls" work closely with the Medical Department of the Brookhaven National Laboratory on past and current medical activities, as well as recommendations for the future. It is estimated that costs to the Medical Department of Brookhaven National Laboratory to participate in this phase of the planning work will be in the range of \$40,000 to \$50,000. The basic contract must include reimbursement funds for the Brookhaven National Laboratory for participation in the overall health plan contract.

The Brookhaven medical program for the people of Rongelap and Utirik basically has been a medical research program, but this mandate has, of necessity, over the years been expanded to include care of non-radiation related diseases. This has been occasioned by the lack in the past of adequate primary medical care in the Marshall Islands.

In 1954, 84 Rongelapese were exposed to fallout. Of these 84 originally exposed individuals, 50 are still living. There are also some 500 to 600 unexposed Rongelapese, made up of descendants of the exposed group plus the Marshallese who have Rongelapese blood or marriage affiliation. About 500 of the unexposed Rongelapese have been used on occasion as a "comparison" group to the exposed population.

The original Utirik exposed group consisted of 158 individuals, of which 120 still are alive. Another 500 unexposed Utirikese, made up of descendants of the exposed group and Marshallese with Utirik blood or marriage affiliation, also fall into the Utirik category. Some 375 of this larger group have been studied as a "comparison" group to the exposed Utirikese.

(b) Bikini

Bikini Atoll was the site of 23 U.S. atmospheric tests. The 170 Bikinians resident there in 1946 were removed from the atoll in March 1946 prior to the start of the testing program. After several years of very unsatisfactory resettlement efforts in other parts of the Northern Marshalls, the Bikinians were resettled in March 1948 on the isolated island of Kili in the southern Marshalls. Thus, from March 1948 onward the main body of the people of Bikini have lived well outside the zone of the nuclear tests.

No radiological monitoring or medical examinations were conducted on any Bikinians until the early 1970's, after a small group returned to Bikini Island. The group, at first consisting of workers, then expanded to family groups, periodically was radiologically monitored. In April 1978, some 99 of the 145 residents on Bikini island had whole body count examinations as well as medical examinations. These 145 residents were evacuated from Bikini Island in late August 1978. Some of this group have been given follow-up monitoring examinations since the August 1978 removal.

Today there are over 900 Bikinians. Some 500 or so reside on Kili Island, another 140 live on Ejit Island near Majuro, some 100 or so live in Majuro, and another 100 or so live on Ebeye. Small numbers are scattered in other parts of the Marshalls.

In 1969, after certain parts of Bikini Atoll were considered safe for resettlement, small numbers of Bikinians began to return to Bikini Island. The first returnees, as noted above, were workers in the cleanup and rehabilitation program started in 1970. Gradually, family members joined the workers and by the mid-1970's some 60 or so Bikinians were in residence on Bikini Island. By 1978, the group had grown to 145 individuals. It was this group that was evacuated from Bikini Island in late August 1978 when the Interior Department concluded that "body burden levels" exceeded acceptable standards. Cesium 137 ingestion from locally grown foods primarily appeared to be the cause for the rising body burden levels. As a result, it now has been determined that Bikini Island must be off limits for another 60 years.

Additionally, some 50-60 Marshallese of non-Bikini descent lived and worked on Bikini Island for varying periods between 1970-76. These individuals also must be considered.

There has also been close association, including inter-marriage, between the people of Rongelap and people of Bikini. At least one exposed Rongelapese and his family were resident on Bikini Island in 1978 when the last evacuation occurred.

The latest resettlement proposal of the people of Bikini involves living on the island of Eneu in the Bikini Atoll, probably on a rotation basis, and the maintenance of a community on Kili Island. Should this proposal be feasible, health care must be planned for (1) the Kili Island community, (2) a possible community on Eneu Island, Bikini Atoll, (3) a small Bikini community in Majuro, and (4) several hundred other Bikinians residing at Ebeye and other parts of the Marshalls.

(c) Enewetak

In 1947, the 142 residents of Enewetak Atoll also were evacuated from their home atoll. They were settled on Ujelang Atoll, which lies 124 miles southeast of Enewetak, in the Northern Marshalls. From 1948 to 1958, there were 43 test detonations performed at Enewetak Atoll.

Ujelang Atoll is within the region of low level fallout. At least once during the nuclear testing period, it is reported that the U.S. Navy temporarily evacuated the people of Ujelang by taking the entire community to sea during a test operation.

Today approximately 500 people make up the Ujelang-Enewetak community, with another 40 or so Ujelangese living on Ebeye or Majuro.

With the start of the cleanup and rehabilitation program of Enewetak Atoll in 1976, a small revolving community of some 60 Ujelangese was permitted to live on Japtan Island in the southern part of Enewetak Atoll. Most of the members of the Ujelang community have thus lived for at least a six month period on Japtan Island during the timespan of 1976-1980. In April 1980, the Japtan community was expanded to 140 individuals. As of July 1, 1980, 265 Enewetakese had returned to the three new communities. Most of the remaining population on Ujelang is expected to return to Enewetak and Medren within the coming year. Ujelang Atoll, however, will continue to be used as a source of fresh food supply and will be in continual use for the next 8-10 years by the Enewetak people, either by having an outpost community there or a revolving community. Health care for the people of Enewetak, accordingly, must be provided at Ujelang if a community remains there as well as Enewetak.

The Department of Energy in the spring of 1980 carried out a "whole body" count on the entire Ujelang group prior to the planned return to the southern parts of Enewetak Atoll. No basic medical survey of the Enewetak group has as yet been carried out.

(d) Other Atolls of the Northern Marshalls

The Government of the Marshall Islands has expressed considerable concern that other atolls in the Northern Marshalls known to be in the areas of low level radiation fallout, should in reality be listed in the category of "affected atolls".

In early 1979, the Government of the Marshall Islands on the basis of results of interviews, questionnaires, and examinations of the people of Likiep Atoll came to the conclusion that there is more than a normal incidence of thyroid disorders, throat problems, and other medical abnormalities among the people of that atoll.

The Government of the Marshalls has requested that the health of the people of Likiep and associated atolls be studied. The Department of Energy has agreed to provide a biochemical screening profile of the people of Likiep Atoll, and of the people of one other atoll in the Marshalls to be selected as a comparison population. Medical staff would be included in the survey team. Negotiations between the Department of the Interior, the Department of Energy, and the Government of the Marshall Islands currently (summer 1980) are underway to accomplish the carrying out of the screening profile of the people of Likiep Atoll.

(e) Current practice

Annual costs for the medical monitoring, follow up care, and environmental monitoring program of the Department of Energy for the people of Rongelap and Utirik currently are in the range of \$3-4 million. In contrast, in FY 80, the entire health budget of the Marshall Islands Government was \$2.7 million. This amount had to provide curative and preventive medical care and programs for a population of over 30,000 people, many scattered on outer islands. This amount supported the major hospital at Majuro, which serves as the only major in-patient facility in the Marshalls. The current hospital facility in Majuro has 90 beds and is in very poor condition, but funds for a new hospital have been appropriated. In addition to the Majuro hospital and an Ebeye sub-hospital, the Marshalls Health Department supports some 56 out-island dispensaries. Some of these are under-manned and ill-equipped.

Administrative and professional staffing of the health services of the Marshalls has not met minimum acceptable health standards in the past. In an attempt to improve health care, the Marshall Islands Government recently concluded an agreement with a "medical care adjunct" of the Seventh-Day Adventist Mission in Guam to take over the control and management of health services from the Ministry of Health Services. This new health care service agency should be brought into any planning exercise by the contractor at an early stage.

(f) Special Problems Related to Diversity of Residence

Monitoring and special health care for the people of Rongelap, Utirik, Bikini, and Enewetak must be provided not only in their home atolls but in other parts of the Marshall Islands where considerable numbers of these individuals now reside either on a temporary or permanent basis. For example, there often are as many Rongelapese and Utirikese living on Ebeye and/or Majuro as are in residence on Rongelap and Utirik Atolls. The past and current medical program under the auspices of the Department of Energy has had to be tailored to the places where the residents are living at the time of the quarterly or annual surveys. This pattern can be expected to continue in the future and must be an integral part of any proposed health care program.

Large numbers of Bikinians also are scattered throughout the Marshalls and these individuals also will be entitled to medical care. Although the people of Enewetak, having lived on the isolated atoll of Ujelang for the past 34 years, are the most cohesive group, under the current return program to the atoll of Enewetak, four communities will be in existence. There will be new communities on (1) Enewetak Island, on (2) Medren Island, and on (3) Japtan Island in the southern part of Enewetak Atoll. Distance between these islands is too great to permit one centralized local health facility. For the foreseeable future also, there very likely will be an Enewetak community of varying size on (4) Ujelang Atoll, which is 124 miles southeast of Enewetak, and this community also must be provided with medical care.

Article II. Objective

The purpose of this study is to provide the Secretary of the Interior with recommendations on which he can base a health care plan for the peoples of the Marshalls identified in P.L. 96-205. He must submit the plan to Congress no later than January 1, 1981.

5. Definition of Comprehensive Health Care

The contractor should use the following definition of comprehensive health care:

Primary Care

Primary care is the care received when the patient first seeks assistance from the medical care system. The care at that point would include the care and treatment of the simpler and/or more common illnesses, or determine the need for consultation with or referral to medical specialists. In addition to immediate care, primary care may also include ongoing responsibility for the patient in both health maintenance and therapy.

Secondary Care

Secondary care is the care provided by medical specialists who generally do not have first contact with the patient, for example, neurologists, internists, and dermatologists. This care generally cannot be provided at the primary care level and is obtained upon consultation or referral through the primary health care system.

Tertiary Care

Tertiary care consists of services provided by highly specialized medical personnel, for example, neurologists and neurosurgeons. Such services generally require highly sophisticated technological and support facilities, such as intensive care units and specialized surgical facilities. These specialized services and facilities generally are not available at the secondary care level.

Article III--Specific Task

6. Responsibilities of the Contractor

The Department of the Interior requires the contractor to offer advice, by mid-November, on at least the following:

(a) A plan to provide for comprehensive health care for the peoples of Bikini, Enewetak, Rongelap, and Utirik, and for the peoples of additional atolls if they have been affected by radiation from the nuclear weapons testing program. In deciding whether the peoples of additional atolls have been so affected, the Secretary would consider information obtained from on-site health evaluations of the people of those atolls, and other relevant information presented to him.

It would be anticipated that the health evaluations would focus initially on atolls of the Northern Marshall Islands, beyond the four specified. The sequence in which atolls would be investigated would be developed following consultation with the representatives of the people of each of the affected atolls and the Government of the Marshall Islands.

Comprehensive health care would encompass primary, secondary, and tertiary care, as herein defined. Such comprehensive care would include the necessary infrastructure, including communication and transportation capability. The health care program would give special emphasis to the detection and treatment of any injury, illness, or condition that may be the result, directly or indirectly, of the nuclear weapons testing program.

The contractor should undertake to insure that, to the extent possible, the services and activities to be provided under the proposed plan be integrated to achieve maximum efficiency. In particular, the health care functions of the Government of the Marshall Islands should be coordinated with the health care program established pursuant to the statute. The contractor will be required to provide cost estimates for this plan.

(b) Although the Interior Department's preliminary view is that a plan for comprehensive health care for all of the Marshalls exceeds the boundaries of the statute, it asks the contractor also to develop an integrated, comprehensive health care program for all atolls and islands of the Marshalls. As the statute provides, the extent of care to be provided would be appropriate to the "situation, condition, and needs of the individual atoll peoples". The contractor will be required to provide costs estimates for this plan.

(c) Although the Interior Department's preliminary view is that a program for health care that is more extensive than that outlined in (a) above, and less extensive than that outlined in (b), exceeds the boundaries of the statute, it asks the contractor to develop a health care program for the Marshalls along the following lines:

The Interior Department would initiate promptly implementation of a comprehensive health care plan, including health evaluation, of all of the peoples of Rongelap, Utirik, Bikini, and Enewetak, and would provide them primary, secondary, and tertiary care. Access to secondary and tertiary medical care would be afforded by appropriate communication and transportation capabilities (that is, voice and visual communication with the medical center at Majuro, and emergency evacuation capabilities), as part of the comprehensive health care program.

Concurrently, the Secretary would begin to establish a basic primary health care capability on other inhabited atolls. This basic primary health care would generally consist of a trained aide, a dispensary, and communication and transportation capabilities. Subsequent to the health care evaluation of the four named atolls, the Secretary would carry out a health evaluation of the peoples of other inhabited atolls in the Marshall Islands. The extent to which additional health care services may be included would be determined by the information obtained from the health evaluation of the peoples of these atolls. The Secretary would carry out the health evaluation at other atolls in a sequential manner, to be determined following consultation with representatives of the people of the atolls and the government of the Marshall Islands. The contractor will be required to provide cost estimates for this plan.

(d) Although the Interior Department's preliminary view is that a program for health care that is less extensive than that outlined in (a) above may not meet the requirements of the statute, it asks the contractor to develop a plan to provide health care for the people of Bikini, Enewetak, Rongelap, Utirik, Likiep, Mejit, Ailuk, Wotho, Wotje, Ujae, and Lae atolls, with respect to any injury, illness, or condition that may be the result, directly or indirectly, of the nuclear weapons testing program. The contractor will be required to provide cost estimates for this plan.

(e) To the extent relevant to each of the foregoing plans, the Contractor should provide information with respect to the following:

(1) Rongelap and Utirik peoples. What will be required by way of staff, facilities, transportation, communications, equipment, etc., to provide for the continuance of special medical screening and care of the exposed persons and expansion of this special program to provide comprehensive health care for all inhabitants of Rongelap and Utirik. To the extent appropriate, alternative methods of providing this specialized care, plus comprehensive health care, should be presented, along with estimated annual costs. The plan must provide for On-Atoll and Off-Atoll residents.

(2) Enewetak. What will be required by way of staff, facilities, transportation, communications, equipment, etc., to provide for radiological screening of the people of Enewetak in their new communities on Enewetak Atoll and to provide also a comprehensive health care program for them. To the extent appropriate, alternative methods of providing this specialized radiological screening and comprehensive health care should be presented, along with estimated annual costs.

(3) Bikini. What will be required by way of staff, facilities, transportation, communications, equipment, etc., to provide for radiological screening of the people of Bikini if they return to part of the Bikini Atoll? What will be required to provide a comprehensive health care program for the Bikinians in the various locations in which they may reside in the foreseeable future. To the extent appropriate, alternative methods of providing this specialized radiological screening and comprehensive health care should be presented, along with estimated annual costs.

(4) Responsibilities of and services available from the Government of the Marshall Islands. The constitution of the Marshall Islands "recognizes the right of the people to health care, education, and legal services and the obligation to take every step reasonable and necessary to provide these services". (Section 15, Art. 1. Constitution of the Marshall Islands.) The Government of the Marshall Islands has a Ministry of Health and an on-going program of health care.

Any program of health care for the people affected by radiation should be integrated, to the maximum extent possible, with a future health care program of the Government of the Marshall Islands. The contractor, accordingly, will be required to examine current facilities and proposed hospital and dispensary facilities and staff to determine how such local staff and facilities can be utilized to provide comprehensive health care for the peoples of the affected atolls.

(5) Primary care. Because many of the peoples concerned will be living in an "out-island" context, the contractor should set forth recommendations on how "primary care" can best be provided to the people in such a context. This should include recommendations on the type of staff, facilities, training of practitioners, etc. It will be necessary to determine whether present out-island facilities and programs maintained by the Government of the Marshalls Islands can be upgraded and subsidized to provide this essential primary care for the peoples concerned, or whether a separate primary health care system, supported and operated by the U.S, will be required?

(6) Secondary and Tertiary care. The contractor will be required to set forth recommendations on where and in what manner secondary and tertiary care can be most effectively provided, both from treatment and cost standpoints.

(7) Cost of Provision of Comprehensive Health Care for all of the Marshalls. The peoples of the designated affected atolls will require both "on-atoll" and "off-atoll" comprehensive care. Many of the individuals requiring the comprehensive care will be in the present major populated centers. The numbers away from the home atolls may well run into several thousand. The contractor will be requested to draw up cost estimates of a comprehensive health care program for all of the Marshalls that would give the type of comprehensive care required for the peoples of the affected atolls.

Article IV - Deliverables

A. Letter Progress Reports

The contractor shall prepare and submit two letter progress reports not to exceed five pages in length. Each of these reports shall:

1. Identify project status, including an estimation of percentage completion.
2. Report expenditures in period of report and cumulatively and explain deviations from estimated expenditure levels; and
3. Summarize work performed; accomplishments; and problems encountered during period of report; plans for succeeding period; and actions requested for the Department of the Interior.

These reports shall be submitted six (6) copies, five to the Contracting Officer's Technical Representative (COTR) and one to the Branch of Contracts.

Delivery: Not later than the 4th week and the 5th week of the contract.

B. Detailed Work Plan

After gathering and assimilating relevant available information on the subject of this work effort, the contractor shall prepare a detailed sentence outline of the final report. This shall be submitted to the Department of the Interior for review and comment in six (6) copies as indicated in A above. The COTR will reply by approving or recommending modifications to the outline within two (2) weeks of its receipt. If necessary the COTR may request a meeting with key contractor personnel during the two-week period to discuss the proposed detailed outline.

Delivery: Three weeks after contract award.

C. Draft Report

The contractor shall submit a draft report in six (6) copies as indicated in A above. This report should include the results of all the research and any findings. Submission of this draft report should mark the completion of the major elements of the contract, except incorporation of the Department's comments and preparation of the final report. The DOI shall have two (2) weeks to respond to the draft report. If the contractor does not receive a reply or a request for an extension of time within two (2) weeks, the contractor may assume the content of the draft report is acceptable. The DOI may, at its option, request a meeting with the contractor to discuss the draft report during the two (2) week review period.

Delivery: Six (6) weeks after contract award.

D. Final Report

After receipt of the department's comment on the draft report, the contractor shall prepare and submit the final report to the Department in six copies as indicated in A above. The Department will have two (2) weeks to review the final report and indicated to the contractor its acceptability or minor modifications required. If the contractor does not receive a reply from the Department within two (2) weeks, the contractor may presume the final report is acceptable. After acceptance or minor modification of the final report, the contractor shall prepare and submit thirty (30) copies of the final report and a reproducible copy to the COTR. One copy shall be sent to the Branch of Contracts.

Initial Delivery: Seven (7) weeks after contract award.

Final Delivery: Eight (8) weeks after contract award.

E. Briefings

At a time to be arranged by the COTR, but no earlier than the twenty first week of the contract, the contractor shall arrange to have key staff, consultants and subcontractors in attendance at a meeting at the Department of the Interior, Washington, D.C., to present their specific assignments and areas of speciality and the answer to questions on Western coal industry from Department personnel.

Article V - Period of Performance

The contractual period of performance shall be for two months from the date of the contract award.

Article VI - Government's Estimate of Workload

The Government estimates workload for this proposed project to be forty-eight man-months.

1 CONTRACT (PRC INST APPRO) NO _____ 2 SOLICITATION NO **14-01-0001-80-R-75** 5 DATE ISSUED **8/8/80** 6 REQUISITION PURCHASE REQUEST NO **TA**
 ADVERTISED (IFB) NEGOTIATED (RFP)

7 OFFER BY CODE **PMO** 8 ADDRESS OFFER TO (If other than block 7)
 Department of the Interior
 Office of the Secretary, Branch of Procurement Mgt
 Room 2619, 18th & E Streets, N.W.,
 Washington, D.C. 20240

In advertised procurement, offer and offeror shall be construed to mean bid and bidder

SOLICITATION

9 sealed offers in original and **3** copies for furnishing the supplies or services in the Schedule will be received at the place specified in block 8, or
 if hand-carried, in the depository located in See Block 7 until **4:00** local time **3 SEP 80**
 (Hour) (Date)

If this is an advertised solicitation, offers will be publicly opened at that time.
ATTENTION - LATE OFFERS: See parts 7 and 8 of Solicitation Instructions and Conditions.
 Offers are subject to the following:

- 1. The Solicitation Instructions and Conditions, SF 33-A, n/a edition which is attached or incorporated herein by reference.
- 2. The General Provisions, SF 32, n/a edition, which is attached or incorporated herein by reference.
- 3. The Schedule included herein and/or attached hereto.
- 4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in schedule.)

10 INFORMATION CALL (Name & telephone no.) (No collect calls) ▶ **Gregory D. Rothwell (202)343-2105**

SCHEDULE

ITEM NO	11 SUPPLIES SERVICES	12 QUANTITY	13 UNIT	14 UNIT PRICE	15 AMOUNT
	Health Plan for Marshall Islands	XXX	XX	XXX	XXX

See continuation of schedule on page 4

OFFER (pages 2 and 3 must also be fully completed by offeror)

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

16 SCOUNT FOR PROMPT PAYMENT (See par. 6 SF 33-A)
 10 CALENDAR DAYS 20 CALENDAR DAYS 30 CALENDAR DAYS _____ CALENDAR DAYS

17 OFFEROR CODE _____ FACILITY CODE _____

18 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

19 SIGNATURE _____ 20 OFFER DATE _____

21 OFFEROR ADDRESS (Type or print)
 NAME AND ADDRESS (incl. city, state, ZIP code)
 CODE AND TELEPHONE NO ▶ _____

Check if remittance address is different from above - enter such address in Schedule

AWARD (To be completed by Government)

22 ACCEPTED AS TO ITEMS NUMBERED	22 AMOUNT	23 ACCOUNTING AND APPROPRIATION DATA
24 SUBMIT INVOICES (4 copies unless other use specified) ADDRESS SHOWN IN BLOCK _____	25 NEGOTIATED PURSUANT TO	26 U.S.C. 2304(b)(1) _____ U.S.C. 252(c)(1) _____
27 ADMINISTERED BY (Type or print) (Other than block 7) CODE _____	27 PAYMENT WILL BE MADE BY CODE _____	28 UNITED STATES OF AMERICA BY _____ (Signature of contracting officer)
29 AWARD DATE		

Search for name of contractor on Standard Form 26 or by other official written notice

SOLICITATION INSTRUCTIONS AND CONDITIONS

APPROVED OMB 39-20006

DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

(c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

(g) Code boxes are for Government use only.

2. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS. Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see paragraphs 7 and 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either:

(1) It was sent by registered or certified mail not later than the 5th calendar day prior to the date specified for the receipt of bids (e.g., a bid

submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in (a), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish:

(1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS.

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

(1) It was sent by registered or certified mail not later than the 5th calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

or

(3) It is the only proposal received.

(b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a) (1) and (a) (2) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish:

(1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding (a), (b), and (c), of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

Note: The term "telegram" includes mailgrams.

Note: The alternate late proposals, modification of proposals and withdrawal of proposals provision prescribed by 41 CFR 1-3.802-2(b) shall be used in lieu of provision 8, if specified by the contract.

DISCOUNTS.

(a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and accept-

CONTRACT PRICING PROPOSAL

Office of Management and Budget
Approval No. 29-RO183

This form is for use when submission of cost or pricing data (see FPR 1-3.807-3) is required.

PAGE NO. _____

NO OF PAGES _____

NAME OF OFFEROR _____

SUPPLIES AND/OR SERVICES TO BE FURNISHED _____

HOME OFFICE ADDRESS _____

QUANTITY _____

TOTAL AMOUNT OF PROPOSAL _____

DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED _____

GOVT SOLICITATION NO. _____

COST ELEMENTS		PROPOSED CONTRACT ESTIMATE			
		TOTAL COST ¹	UNIT COST ²	REFERENCE ³	
1. DIRECT MATERIAL ⁴	a. PURCHASED PARTS ⁵				
	b. SUBCONTRACTED ITEMS ⁶				
	c. OTHER MATERIAL	(1) RAW MATERIAL ⁷			
		(2) STANDARD COMMERCIAL ITEMS ⁸			
	(3) INTERDIVISIONAL TRANSFERS (at other than cost) ⁹				
	2. MATERIAL OVERHEAD ¹⁰				
	3. INTERDIVISIONAL TRANSFERS AT COST ¹¹				
	4. DIRECT ENGINEERING LABOR ¹²				
	5. ENGINEERING OVERHEAD ¹³				
	6. DIRECT MANUFACTURING LABOR ¹⁴				
	7. MANUFACTURING OVERHEAD ¹⁵				
	8. OTHER COSTS ¹⁶				
	9. SUBTOTALS				
	10. GENERAL AND ADMINISTRATIVE EXPENSES ¹⁷				
	11. ROYALTIES ¹⁸				
	12. FEDERAL EXCISE TAX ¹⁹				
	13. SUBTOTALS				
	14. PROFIT OR FEE				
	15. TOTAL PRICE (Amount)				

1. HAS ANY EXECUTIVE AGENCY OF THE UNITED STATES GOVERNMENT PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER GOVERNMENT PRIME CONTRACT OR SUBCONTRACT WITHIN THE PAST TWELVE MONTHS?

YES NO (If yes, identify below)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL _____

TELEPHONE NUMBER/EXTENSION _____

2. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS PROPOSED CONTRACT?

YES NO (If yes, identify on reverse or separate page)

3. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT?

YES NO (If yes, identify) ADVANCE PAYMENTS PROGRESS PAYMENTS OR GUARANTEED LOANS

HAVE YOU BEEN ADVISED BY THE CONTRACTING OFFICER THAT THIS COST SUMMARY CONFORMS WITH THE COST PRINCIPLES APPLICABLE TO YOUR CONTRACT?
 YES NO (If yes, show customer(s) and contract numbers on reverse or a separate page)

DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES APPLICABLE TO YOUR CONTRACT?
 YES NO (If no, explain on reverse or separate page)

This proposal is submitted for use in connection with and in response to _____

_____ and reflects our best estimates as of this date, in accordance with the Instructions to Offerors and the Footnotes which follow.

*Describe RFP, etc.

OFFEROR NAME AND TITLE		SIGNATURE	
NAME OF FIRM		DATE OF SUBMISSION	

FOOTNOTES

NOTE 1. Enter in this column those necessary and reasonable costs which in the judgment of the offeror will properly be incurred in the efficient performance of the contract. When any of the costs in this column have already been incurred (e.g., on a letter contract or change order), describe them on an attached supporting schedule. When "pre-production" or "startup" costs are significant or when specifically requested in detail by the contracting officer, provide a full identification and explanation of same. Identify all sales and transfers between your plants, divisions, or organizations under a common control, which are included at other than the lower of cost to the original transferor or current market price.

NOTE 2. The use of this column is optional for multiple line item proposals, except where the contracting officer determines that a separate Optional Form 99 is required for selected line items.

NOTE 3. Attach separate pages as necessary and identify in this column the attachment in which the information supporting the specific cost element may be found. No standard format is prescribed; however, the cost or pricing data must be accurate, complete and current, and the judgment factors used in projecting from the data to the estimates must be stated in sufficient detail to enable the Contracting Officer to evaluate the proposal. For example, provide the basis used for pricing the bill of materials such as by vendor quotations, shop estimates, or invoice prices; the reason for use of overhead rates which depart significantly from experienced rates (reduced volume, a planned major rearrangement, etc.); or justification for an increase in labor rates (anticipated wage and salary increases, etc.). Identify and explain any contingencies which are included in the proposed price, such as anticipated costs of rejects and defective work, anticipated costs of engineering redesign and retesting, or anticipated technical difficulties in designing high-risk components.

NOTE 4. Provide a list of principal items within each category of material indicating known or anticipated source, quantity, unit price, competition obtained, and basis of establishing source and reasonableness of cost.

NOTE 5. Include material for the proposed contract other than material described in the other footnotes under the cost element entitled "Direct Material."

NOTE 6. Include parts, components, assemblies, and services to be produced or performed by other than you in accordance with your designs, specifications, or directions and applicable only to the prime contract.

NOTE 7. Include raw and processed material for the proposed contract in a form or state which requires further processing.

NOTE 8. Include standard commercial items normally fabricated in whole or in part by you which are generally stocked in inventory. Provide explanation for inclusion at other than the lower of cost or current market price.

NOTE 9. Include all materials sold or transferred between your plants, divisions or organizations under a common control at other than cost to the original transferor and provide explanation of pricing method used.

NOTE 10. Indicate the rates used and provide an appropriate explanation. Where agreement has been reached with Government representatives on the use of forward pricing rates, describe the nature of the agreement. Provide the method of computation and application of your overhead expense, including cost breakdown, and showing trends and budgetary data as necessary to provide a basis for evaluation of the reasonableness of proposed rates.

NOTE 11. Include separate breakdown of costs.

NOTE 12. Provide a separate breakdown of labor by job category and furnish basis for cost estimates.

NOTE 13. Include all other estimated costs (e.g., special tooling, facilities, special test equipment, special plant rearrangement, prearranged packaging and packing, spoilage and rework, and warranty) which are not otherwise included. Identify separately each category of cost and provide supporting details. If the proposal is based on a F.O.B. destination price, indicate separately all outbound transportation costs included in total amount.

NOTE 14. If the total cost entered here is in excess of \$250, provide on a separate page the following information on each separate item of royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description, including any part or model numbers of each contract item or component on which the royalty is payable; percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the contracting officer, a copy of the current license agreement and identification of applicable claims of specific patents shall be provided.

NOTE 15. Selling price must include any applicable Federal excise tax on finished articles.

INSTRUCTIONS TO OFFERORS

1. The purpose of this form is to provide a standard format by which the offeror submits to the Government a summary of incurred and estimated costs (and attached supporting information) suitable for detailed review and analysis. Prior to the award of a contract resulting from this proposal the offeror shall, under the conditions stated in FPR 1-3.807-3 be required to submit a Certificate of Current Cost or Pricing Data (see FPR 1-3.807-3(b) and 1-3.807-4).

2. As part of the specific information required by this form, the offeror must submit with this form, and clearly identify as such, cost or pricing data (that is, data which is verifiable and factual and otherwise as defined in FPR 1-3.807-3(h)). In addition, he must submit with this form any information reasonably required to explain the offeror's estimating process, including:

- a. the judgmental factors applied and the mathematical or other methods used in the estimate including those used in projecting from known data, and
- b. the contingencies used by the offeror in his proposed price.

3. Attach separate pages if necessary and identify in this column the attachment in which the information supporting or otherwise relating

to the specific cost element may be found. When attachment of supporting cost or pricing data to this form is impracticable, the data will be specifically identified and described (with schedules as appropriate), and made available to the Contracting Officer or his representative upon request.

4. The formats for the "Cost Elements" and the "Proposed Contract Estimate" are not intended as rigid requirements. These may be presented in different format acceptable to the Contracting Officer if required for more effective and efficient presentation. In all other respects this form will be completed and submitted without change.

5. By submission of this proposal offeror, if selected for negotiation, grants to the Contracting Officer, or his authorized representative, the right to examine, for the purpose of verifying the cost or pricing data submitted, those books, records, documents and other supporting data which will permit adequate evaluation of such cost or pricing data, along with the computations and projections used therein. This right may be exercised in connection with any negotiations prior to contract award.

FOR REPLIES TO QUESTIONS II, IV AND V

List of Possible Contractors who have Expressed Direct Interest
in Preparing a Health Plan Proposal Under Section 102 of
P.L. 96-205

1. Dr. James Crawford
Dean, School of Health
Loma Linda University
Loma Linda, California 92350

2. Dr. Terrence A. Rogers
Dean, Medical School
University of Hawaii
Honolulu, Hawaii 96844

3. Dr. Harold J. Simon
Director of International Health Programs (M-022)
School of Medicine
University of California at San Diego
La Jolla, California 92093

4. Dr. Judith Selzidge
B.D.M. Corporation
7915 Jones Branch Drive
McLean, Virginia 22102

5. Dr. Richard F. Tonigan & Associates, Ltd.
7209 Vista del Arroyo N.E.
Albuquerque, New Mexico 87109

6. Mr. Earl Gilmore
Holmes & Narver, Inc.
999 Town & Country Road
Orange, California 92668

- 7.

7. Dr. Nishioto
Hiroshika School of Medicine
Hiroshika University
Hiroshima, Japan

Street 7

KASUMI-CHO



United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

Memorandum

August 12, 1980

To: Prospective Offerors

From: Branch of Procurement Management

Subject: Request for Proposals (RFP) 14-01-0001-80-R-75
Health Plan for the Marshall Islands

By letter dated August 8, 1980, this office mailed a Request for Proposal to you inviting you to submit a proposal for developing a Health Plan for the Marshall Islands.

By letter dated August 11, 1980, this office mailed the "Representations and Certifications" to you.

The purpose of this letter is to transmit to you Amendment 1 of the Request for Proposals (RFP). This amendment makes two administrative corrections to the original RFP.

Questions regarding this letter may be directed to the undersigned at 202-343-2105.

Sincerely,

A handwritten signature in black ink that reads "Gregory D. Rothwell".

Gregory D. Rothwell
Chief, Branch of Procurement
Management

Enclosure

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 AMENDMENT/ MODIFICATION NO 1	2 EFFECTIVE DATE 12 AUG 80	3 REQUISITION/PURCHASE REQUEST NO TA	4 PROJECT NO (If applicable)
--	--------------------------------------	--	------------------------------

5 ISSUED BY U.S. Department of the Interior Office of the Secretary, Branch of Procurement Management, Room 2619 8th & E St. N.W., Washington, D.C. 20240	6 ADMINISTERED BY (If other than block 5)
---	---

7 CONTRACTOR NAME AND ADDRESS Prospective Offerors	8 AMENDMENT OF SOLICITATION NO <input checked="" type="checkbox"/> 14-01-0001-80-R-75
9 DATED 8 AUG 80 (See block 9)	10 MODIFICATION OF CONTRACT/ORDER NO
	11 DATED _____ (See block 11)

11 THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended. is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning 1 copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

13 THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of _____
 It modifies the above numbered contract as set forth in block 12.

14 DESCRIPTION OF AMENDMENT/MODIFICATION

(a) Reference Page 13, Paragraph 5, Subparagraph entitled "Secondary Care":
 CHANGE the word "neurologists" (in the second sentence) to "urologists".

(b) Reference Page 18: Delete Paragraph E entitled "Briefings" in its entirety.

End of Amendment No 1

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

15. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT		<input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE	
16. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		17. UNITED STATES OF AMERICA BY <u>Gregory D. Rothwell</u> (Signature of Contracting Officer)	
18. NAME AND TITLE OF SIGNER (Type or print)	19. DATE SIGNED	20. NAME OF CONTRACTING OFFICER (Type or print)	21. DATE SIGNED
		Gregory D. Rothwell	12 AUG 80



United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

Memorandum

August 11, 1980

To: Prospective Offerors

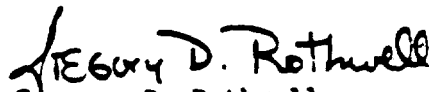
From: Branch of Procurement Management

Subject: Request for Proposals (RFP) 14-01-0001-80-R-75
Health Plan for the Marshall Islands

By letter dated August 8, 1980, this office mailed a Request for Proposal to you inviting you to submit a proposal for developing a Health Plan for the Marshall Islands.

The enclosed "Representations and Certifications" were inadvertently left out of all packages transmitted to potential offerors. The Representations and Certifications must be completed, signed, and returned to this office with any proposal you may submit.

Sincerely,


Gregory D. Rothwell
Chief, Branch of Procurement
Management

Enclosure

UNITED STATES
DEPARTMENT OF THE INTERIOR

THIS ATTACHMENT SHALL BE EXECUTED BY AN OFFICIAL AUTHORIZED TO BIND THE OFFEROR,
DETACHED AND MADE A PART OF HIS BUSINESS MANAGEMENT PROPOSAL

REPRESENTATIONS AND CERTIFICATIONS

The offeror makes the following representations and certifications as part of his
proposal (check or complete all appropriate boxes or blanks).

SMALL BUSINESS REPRESENTATION

He is, is not, a small business concern. If the offeror is a small
business concern and is not the manufacturer of the supplies offered, he also
certifies that all supplies to be furnished hereunder will, will not, be
manufactured or produced by a small business concern in the United States, its
possessions, or Puerto Rico. A small business concern for the purpose of Government
procurement is a concern, including its affiliates, which is independently owned
and operated, is not dominant in the field of operation in which it is quoting on
Government contracts, and can further qualify under the criteria concerning number
of employees, average annual receipts, or other criteria, as prescribed by the
Small Business Administration. (See Code of Federal Regulations, Title 13, Part
121, as amended, which contains detailed industry definitions and related
procedures).

REGULAR DEALER - MANUFACTURER REPRESENTATION (Applicable only to supply
contracts exceeding \$10,000)

He is a regular dealer in, manufacturer of, the supplies offered.

TYPE OF ORGANIZATION

He operates as an INDIVIDUAL, a PARTNERSHIP, a JOINT VENTURE
consisting of _____ and _____,
 a CORPORATION incorporated under the laws of the State of _____,
 an EDUCATIONAL INSTITUTION, a NON-PROFIT ORGANIZATION organized and
existing under the laws of the State of _____, or a STATE or
LOCAL AGENCY organized and existing under the laws of the State of _____.

4. DUNS CONTRACTOR ESTABLISHMENT NUMBER

Following is the Contractor Establishment Identification number issued to
the offeror by Dun and Bradstreet, Inc.: _____

5. CONTINGENT FEE REPRESENTATION (Applicable only to proposals in which the aggregate amount involved exceeds \$10,000)

The offeror represents: (a) that he has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) that he has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Chapter 1, Subpart 1-1.5).

6. EQUAL OPPORTUNITY REPRESENTATION [FPR 1-11.805-4(b) and Temporary Regulation 19, dated September 15, 1970]

a. The offeror represents that he has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, and the clause originally contained in Section 301 of Executive Order No. 11114; that he has, has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

b. If required compliance reports were filed, the name of the agency requiring the reports: _____

c. The offeror represents that (1) he has developed and has on file, has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) he has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

7. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (Applicable to all bids and proposals over \$10,000 except requests for technical proposals in connection with two-step formal advertising involving firm fixed-price contracts and fixed-price contracts with escalation and contracts for utility services where rates are set by law or regulation)

a. By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to the matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

b. Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to a.(1) through a.(3) above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to a.(1) through a.(3) above, and their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to a.(1) through a.(3) above.

This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

d. An offer will not be considered for award where a.(1), a.(3), or b. above has been deleted or modified. Where a.(2) above has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

6. CERTIFICATION OF NONSEGREGATED FACILITIES [FPR 1-12.803-10(d)] (Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks,

locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

BUY AMERICAN CERTIFICATE

The bidder or offeror hereby certifies that each end product, except the end product listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act") and that components of unknown origin have been considered to have been mined, produced or manufactured outside the United States.

Excluded end products (show country or origin for each excluded end product):

10. PERCENT OF FOREIGN CONTENT

The offeror/Contractor will represent (as an estimate), immediately after the award of a contract, the percent of the foreign content of the item or service being procured expressed as a percent of the contract award price (accuracy within plus or minus 5 percent is acceptable).

Percent of Foreign Content: _____

11. DUPLICATION OF COST

The Contractor represents and certifies that any charges contemplated and included in his estimate of cost for performance are not duplicate of any charges against any other Government contract, subcontract, or other Government source.

12. CONTRACTOR'S DATA

The bidder (or offeror) hereby certifies that he has, has not, delivered or is obligated, is not obligated, to deliver to the Government under another contract or subcontract the same data as specified by this Request for Quotation (or Proposal). Contracts and/or subcontracts under which the same data has been or is to be delivered are as follows, including identification of the administering activities for the contract(s) or subcontract(s):

13. PLACE OF PERFORMANCE AND MAIN OFFICE

Following is the name and location of the main office and of the plant or place of business where the item(s) will be produced or supplied from stock or where the services will be performed:

Place of Performance (City, County, and State) (Congressional District No.)

Main Office (City, County, and State) (Congressional District No.)

14. ACCEPTANCE PERIOD

The offeror agrees that he will allow _____ days from the date of this proposal for acceptance thereof by the Government.

15. DISCLOSURE STATEMENT OF COST ACCOUNTING PRACTICES AND CERTIFICATION

Any contract in excess of \$100,000 resulting from this solicitation except (1) when the price negotiated is based on (a) established catalog or market prices of commercial items sold in substantial quantities to the general public or (b) prices set by law or regulation, or (2) contracts which are otherwise exempt [see 4 CFR 331.30(b) and FPR 1-3.1203(a)(2)], shall be subject to the requirements of the Cost Accounting Standards Board. Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirement of the Cost Accounting Standards Board must, as a condition of contracting, submit a Disclosure Statement as required by regulations of the Board. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation [see (I) below] unless (i) the offeror, together with all divisions, subsidiaries, or affiliates under common control, did not receive net awards exceeding the monetary exemption for disclosure as established by the Cost Accounting Standards Board [see (II) below]; (ii) the offeror exceeded the monetary exemption in the Federal Fiscal Year immediately preceding the year in which this proposal was submitted but, in accordance with the regulations of the Cost Accounting Standards Board, is not yet required to submit a Disclosure Statement [see (III) below]; (iii) the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal [see (IV) below]; or (iv) post award submission has been authorized by the Contracting Officer. See 4 CFR 351.70 for submission of a copy of the Disclosure Statement to the Cost Accounting Standards Board.

Caution: A practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed to practice for pricing proposals or accumulating and reporting contract performance cost data.

Check the appropriate box below:

I. CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT(S)

The offeror hereby certifies that he has submitted, as a part of his proposal under this solicitation, copies of the Disclosure Statement(s) as follows: (i) original and one copy to the cognizant Contracting Officer and (ii) one copy to the cognizant contract auditor.

Date of Disclosure Statement(s):

Name(s) and Address(es) of Cognizant Contracting Officer(s) where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

II. CERTIFICATE OF MONETARY EXEMPTION

The offeror hereby certifies that he, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts subject to cost accounting standards totaling more than \$10,000,000 in either Federal Fiscal Year 1974 or 1975 or net awards of negotiated national defense prime contracts and subcontracts totaling more than \$10,000,000 in Federal Fiscal Year 1976 or in any subsequent Federal Fiscal Year preceding the year in which this proposal was submitted.

Caution: Offerors who submitted or who currently are obligated to submit a Disclosure Statement under the filing requirements previously established by the Cost Accounting Standards Board are not eligible to claim this exemption unless they have received notification of final acceptance of all deliverable items on all of their prime contracts and subcontracts containing the Cost Accounting Standards clause (FPR 1-3.1204-1).

III. CERTIFICATE OF INTERIM EXEMPTION

The offeror hereby certifies that (i) he first exceeded the monetary exemption for disclosure, as defined in (II) above, in the Federal Fiscal Year immediately preceding the year in which this proposal was submitted, and (ii) in accordance with the regulations of the Cost Accounting Standards Board [4 CFR 351.40(f)], he is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made by March 31 of the current Federal Fiscal Year, he will immediately submit a revised certificate to the Contracting Officer, in the form specified under (I) above, or (IV) below, as appropriate, to verify his submission of a completed Disclosure Statement.

Caution: Offerors may not claim this exemption if they are currently required to disclose because they exceeded monetary thresholds in Federal Fiscal Years prior to Fiscal Year 1976. Further, the exemption applies only in connection with proposals submitted prior to March 31 of the year immediately following the Federal Fiscal Year in which monetary exemption was exceeded.

IV. CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT(S)

The offeror hereby certifies that the Disclosure Statement(s) were filed as follows:

Date of Disclosure Statement(s):

Name(s) and Address(es) of Cognizant Contracting Officer(s) where filed:

The offeror further certifies that practices used in estimating costs in preparing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

COST ACCOUNTING STANDARDS - EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS - CERTIFICATION

If this proposal is expected to result in the award of a contract of \$500,000 or less and the offeror is otherwise eligible for an exemption, he shall indicate by checking the box below that the exemption of the Cost Accounting Standards clause (FPR 1-3.1204) under the provisions of 4 CFR 331.30(b)(8) [see FPR 1-3.1204(h)] is claimed. Where the offeror fails to check the box, he shall be deemed to have the opportunity to make an election in writing to the Contracting Officer prior to award. Failure to check the box below or make such an election shall mean that the offeror cannot claim the exemption to the Cost Accounting Standards clause or that the offeror elects to comply with such clause.

CERTIFICATE OF EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 33.30(b)(8) and certifies that he has received notification of final acceptance of all items or work on: (i) any prime contract or subcontract in excess of \$500,000 which contains the Cost Accounting Standards clause; and (ii) any prime contract or subcontract of \$500,000 or less awarded after January 1, 1975, which contains the Cost Accounting Standards clause. The offeror further certifies he will immediately notify the Contracting Officer in writing in the event he is awarded any other contract or subcontract containing the Cost Accounting Standards clause subsequent to the date of this certificate but prior to the date of any award resulting from this proposal.

ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS - CERTIFICATION

a. Cost accounting standards will be applicable and effective as promulgated by the Cost Accounting Standards Board to any award as provided in the Federal Procurement Regulations Subpart 1-3.12. If the offeror presently has contracts or subcontracts containing the Cost Accounting Standards clause, a new standard becomes applicable to such existing contracts prospectively when a new contract or subcontract containing such clause is awarded on or after the effective date of such new standard. Such new standard may require a change in the offeror's established cost accounting practices, whether or not disclosed. The offeror shall specify by appropriate entry below, the effect on his cost accounting practice.

b. The offeror hereby certifies that an award under this solicitation would, would not, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in his established cost accounting practices affecting existing contracts and subcontracts.

Note: If the offeror has checked "would" above and is awarded the contemplated contract, he will also be required to comply with the clause entitled Administration of Cost Accounting Standards.

16. LABOR SURPLUS AREA REPRESENTATION

The offeror represents that a substantial portion of the work to be performed under the contract will, will not, be performed in a labor surplus area. If a substantial portion of the work will be performed in a labor surplus area, the offeror has, has not, been certified by the Department of Labor.

17. MINORITY BUSINESS ENTERPRISE

The offeror represents that he is, is not, a minority business enterprise. A minority business enterprise is defined as "a business, at least 51 percent of which is owned by minority group members or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts.

18. WOMAN-OWNED BUSINESS

The offeror represents that he is, is not, a woman-owned business. A woman-owned business is defined as "a business which is at least 51 percent owned, controlled and operated by a woman or women." Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management. For the purpose of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, woman-owned if this information is available.

19. HANDICAPPED

The Offeror certifies with respect to the Employment of the Handicapped clause as follows:

1. He has, has not previously been awarded a contract which includes the clause. (If affirmative, execute 2.)

2. The time specified for contract performance exceeded 90 days, did not exceed 90 days. (If more than 90 days, execute 3.)

3. The amount of the contract was less than \$500,000, more than \$500,000, and he has, has not published his program for the employment of the handicapped. (If more than \$500,000, execute 4.)

4. He [] has, [] not submitted the required annual report to the Assistant Secretary of Labor for Employment Standards.

5. He [] has, [] has not made a good faith effort to effectuate and carry out his affirmative action program.

6. He will not award subcontracts to persons or concerns that have not published programs and submitted annual reports as required by the clause.

20. CONFLICT OF INTEREST CERTIFICATION

a. The offeror (or bidder) hereby certifies that:

(1) He [] is, [] is not, a former U.S. Department of the Interior (USDI) regular or special employee whose USDI employment terminated within one year prior to submission of this bid or proposal.

(2) The offeror [] does, [] does not, employ a former USDI regular or special employee, whose USDI employment terminated within one year prior to submission of this bid or proposal, and who will be involved directly or indirectly in the management, administration, or performance of any contract resulting from this bid or proposal.

(3) The offeror [] will, [] will not, employ as a consultant on any contract resulting from this bid or proposal a former regular or special USDI employee whose USDI employment terminated within one year prior to submission of this bid or proposal.

(4) A former USDI employee whose USDI employment terminated within one year prior to submission of this bid or proposal or such employee's spouse or child [] does, [] does not, hold a controlling interest in the offeror.

21. CLEAN AIR AND WATER CERTIFICATION (Applicable if the bid or offer exceeds \$100,000, of the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC §1857c-8(c)(1)] or the Federal Water Pollution Control Act [33 USC §1319(c)] and is listed by the Environmental Protection Agency [EPA], or is otherwise not exempt.)

The bidder or offeror certifies as follows:

a. Any facility to be utilized in the performance of this proposed contract [] has, [] has not, been listed on the Environmental Protection Agency List of Violating Facilities.

b. He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed in the EPA List of Violating Facilities.

c. He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

22. PERSONS AUTHORIZED TO CONDUCT NEGOTIATIONS FOR OFFERORS SHALL BE LISTED AS FOLLOWS:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>

23. OFFEROR'S FINANCIAL AND TECHNICAL ABILITY

Offeror represents that he:

1. Has adequate financial resources or the ability to obtain such resources to perform the contract.
2. Has the necessary organization, operational controls, technical skills, production and technical equipment and facilities, or the ability to obtain them, to perform the contract.
3. Is in a position to comply with all provisions of any contract which may result from this offer, in addition to its other business commitments, commercial as well as Government.

24. CERTIFICATE OF CURRENT COST OR PRICING DATA (JUNE 1973)

This is to certify that, to the best of my knowledge and belief, cost or pricing data submitted, either actually or by specific identification in writing to the Contracting Officer or his representative in support of _____,*
 are accurate, complete, and current as of _____ day month year.**

(Previously Submitted)

Firm _____

Name _____

Title _____

Date of Execution

* Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g., RFP NO. S0395062).

** This date shall be the date when the price negotiations were concluded and the contract price was agreed to. The responsibility of the contractor is not limited by the personal knowledge of the contractor's negotiator if the contractor has information reasonably available [see FPR 3.807-5(a)] at the time of agreement, showing that the negotiated price is not based on accurate, complete, and current data.

*** This date should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



GOVERNMENT OF THE MARSHALL ISLANDS

MAJURO, MARSHALL ISLANDS 96960

CABLE: GOVMAR

August 8, 1980

The Honorable Wallace O. Green
Acting Deputy Assistant Secretary
Territorial & International Affairs
U.S. Department of Interior
Office of the Secretary
Washington, D.C. 20240

Dear Wallace:

The Government of the Marshall Islands appreciated the opportunity to meet with you and other United States government officials on August 6, 1980 to present to you some preliminary reactions to the "Discussion Paper" dated August 1, 1980 prepared by the Department of the Interior (DOI) regarding the implementation of Section 102 of Public Law 96-205. We were quite disturbed however that the United States executive agencies were unable at that meeting to share with us their views as to the requirements imposed on them by the statute or to engage in any meaningful dialogue on this essential first question. We continue to await anxiously such an opportunity for consultations with the United States executive agencies at which time an exchange of views and, we are confident, a resolution of differences can take place.

As Secretary deBrum indicated to you in his letter of July 26, 1980, the Government of the Marshall Islands was extremely disappointed that DOI declined to prepare the promised first draft of a scope of work document in time for the August 6 meeting, and indeed had no document of any kind prepared for Secretary deBrum to consider at the time of his meeting with members of your office on July 23, 1980. Although he received the "Discussion Paper" by cable in Geneva, Switzerland only Saturday morning, August 2, 1980, and it provided no clear indication of the Department's thinking, Secretary deBrum, nevertheless, immediately interrupted the Marshall Islands participation in the crucial United Nations Conference on the Law of the Sea to return to Washington in the hope that clarification of the Department's views could be obtained in a meeting with you. Regretably,

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Acting Deputy Assistant Secretary
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however, it has become apparent to the Government of the Marshall Islands from our earlier meetings, and was again emphasized in the meeting on August 6, 1980, that no meaningful consultations as mandated by Public Law 96-205 can take place until the United States Executive Branch is prepared to put forward orally or in writing some clear notion of its interpretation of the statute so that areas of difference can be identified and a mutually satisfactory health care plan developed.

Although we appreciate that we all must proceed expeditiously, the Government of the Marshall Islands must insist that it be provided a reasonable period of time to review and to discuss with you any scope of work document and draft contract before their presentation to an outside contractor and that the Government of the Marshall Islands be provided an opportunity to meet with the contractor before it proceeds to carryout any contract. Hopefully this consultation can take place in the Marshall Islands where the people to be involved in the health care program can be afforded an opportunity to participate. The Government of the Marshall Islands does not seek to delay for even one day or one minute the delivery of health care to the people of the Marshall Islands as provided by Public Law 96-205. We have been seeking to consult with the United States to develop a health care plan since March 12, 1980 when Public Law 96-205 came into force. However, we must insist that the implementation of the statute be carried forward in accordance with the Congressional intent that there be meaningful consultation with the Government of the Marshall Islands so that the people of the Marshall Islands receive the full range of health services to which they are entitled under this statute. We believe that with an opportunity for meaningful consultation and careful thought the plan called for in Public Law 96-205 can be prepared by January 1, 1981 as directed by the Congress and we are committed to working cooperatively with you to the fullest extent possible toward that goal.

With these thoughts in mind, the Government of the Marshall Islands offers the following preliminary comments on the Discussion Paper which we reviewed in our August 6, 1980 meeting. We have had only a short time to consider this paper and therefore reserve the opportunity to provide further comments on the Discussion Paper at a later date

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and, more importantly, to comment on and be consulted with regard to any scope of work document or draft contract prepared in connection with Section 102 of Public Law 96-205.

On page three of the Discussion Paper, the Interior Department offers a preliminary reading of Section 102 which raises several questions. The first issue is raised by the use of the word "inhabitants" and its implication of a residency requirement. Section 102 quite carefully refers to "people" of atolls and it is the view of the Government of the Marshall Islands that Congress intended this term to be interpreted consistent with customary Marshallese concepts of relationship between people and atolls which do not require residency on an atoll by any particular individual.

The most important issues raised by the DOI preliminary reading are the method for determining the atolls whose people are entitled to health care and the method for determining whether a particular injury, illness or condition of any person within the group of entitled people is eligible for treatment. The statute quite clearly sets up two tests for determining whether a particular person is entitled to treatment in a particular case:

1. Is that person one of the "people" of
 - a. Bikini, Enewetak, Rongelap or Utirik; or
 - b. Any other atoll of the Marshall Islands exposed to radiation from the nuclear weapons testing program;
- and
2. Is the injury, illness or condition for which treatment is being sought one which "may be the result directly or indirectly of such nuclear weapons testing program."

The preliminary reading of DOI seems to ignore these two statutorily established standards and to unjustifiably discriminate between the injuries, illnesses or conditions which will be treated with regard to people of group 1(a) above and group 1(b) above. As to the people of Bikini, Enewetak,

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Rongelap and Utirik, DOI appears to contemplate that every injury, illness or condition of such people will be eligible for treatment regardless of whether it is established that such injury, illness or condition "may be the result directly or indirectly of such nuclear weapons testing program." In contrast, as to the people of other atolls in the Marshall Islands, DOI appears to contemplate that the people of all other atolls are entitled to treatment under test #1 but that a particular injury, illness or condition will only be eligible for treatment if it is established that such injury, illness or condition "may be the result directly or indirectly of such nuclear weapons testing program."

The Government of the Marshall Islands completely agrees that, in addition to the people of Bikini, Enewetak, Rongelap and Utirik, the people of all other atolls of the Marshall Islands are entitled to the medical care provided for in the statute. Section 102 of Public Law 96-205 clearly states that medical care and treatment and environmental research and monitoring shall be provided to the people of "such other atolls as may be found to be or to have been exposed to radiation from the nuclear weapons testing program." (emphasis added) The Department of Energy has repeatedly asserted and confirmed that every atoll of the Marshall Islands was exposed to radiation from the nuclear weapons testing program. Consequently, the people of every atoll must be entitled to care under the terms of the statute.

The Government of the Marshall Islands also agrees that, in keeping with the intention of Congress to provide a comprehensive health care program in an efficient manner for all eligible individuals, the most logical, cost effective and technically feasible way to proceed is not to require that a particular eligible individual seeking treatment establish that his injury, illness or condition may relate directly or indirectly to the weapons testing program. We have been advised by several medical experts that it is virtually impossible to establish medically that any particular injury, illness or condition of an individual residing anywhere in the Marshall Islands may not be radiation related or, more broadly, related to the "nuclear weapons testing program." Moreover, the cost to procure and utilize sophisticated equipment and personnel necessary even to

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attempt to make such determinations would, we are advised, far exceed the cost of providing treatment to every person eligible for the treatment program contemplated in Section 102 of Public Law 96-205.

The Government of the Marshall Islands therefore agrees with the test that DOI appears to contemplate in relation to the people of Bikini, Enewetak, Rongelap and Utirik. However, we find no statutory basis for discriminating between people of these atolls and the equally eligible program participants from the other exposed atolls with regard to the determinations which will be required prior to treatment of a particular injury, illness or condition. We find it medically and morally unacceptable to turn away any individual entitled to treatment because that person cannot establish a scientifically unestablishable connection between an injury, illness or condition and the nuclear weapons testing program. We applaud DOI's inclination not to require such a test for the people of Bikini, Enewetak, Rongelap and Utirik but we insist that all other Marshallese from "exposed" atolls must be accorded that same consideration.

The logic of our position is borne out by the facts of the nuclear weapons testing program. Prior to the weapons testing, the people of Bikini and Enewetak were removed from their islands. Except for the people of Bikini who were returned to Bikini in the early 1970's and later evacuated, the people of Bikini and Enewetak were exposed to no higher levels of radiation than the other people on whose atolls they were residing. Conversely, people of other atolls who participated in the clean-up of contaminated atolls likely have been exposed to higher levels of radiation than the people of Bikini and Enewetak. As the Government of the Marshall Islands has previously indicated to the Government of the United States, we are quite concerned that the people involved in the Enewetak resettlement program may now receive new, medically hazardous levels of radiation exposure. Other than this group, however, there is no justifiable basis for concluding that injuries, illnesses or conditions of the people of Bikini or Enewetak are more likely to be radiation related, and therefore subject to any different test of radiation relatedness, than the injuries, illnesses or conditions of peoples of other atolls.

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The Government of the Marshall Islands is extremely pleased that pursuant to Public Law 96-205 the people of Rongelap and Utirik finally will be afforded medical treatment, rather than merely being the subjects of medical research. The background information regarding Rongelap and Utirik in the Discussion Paper raises one very important point regarding the feasibility of conducting any survey to establish the medical effects of radiation exposure on a population the size of the Marshall Islands, all of whom have been exposed to some level of radiation. As part of the medical research conducted on Rongelap, Rongelap people not on Rongelap at the time of the 1954 disaster have been used as a comparison population. Some of the comparison group are actually descendants of exposed people. Both the medical personnel of Brookhaven National Laboratories and other medical experts we have consulted agree that, particularly in light of the genetic abnormalities which can be caused by radiation exposure and passed through generations and the fact that all of the Marshallese people have received radiation exposure, a medically "normal" Marshallese control population simply cannot be found.

We are extremely disturbed by subpart (d) on page 6 of your paper regarding discussions between the Government of the Marshall Islands and the Government of the United States concerning the severe, potentially radiation related, medical problems which appear to exist among Marshallese people of atolls other than Bikini, Enewetak, Rongelap and Utirik. Shortly after taking office on May 1, 1979, the Government of the Marshall Islands received preliminary data indicating repeated cases of medical abnormalities of a type often related to radiation exposure in people of several northern atolls. The greatest bulk of the first information was received from the people of Likiep. The Government of the Marshall Islands brought this preliminary, yet alarming, data to Washington later in May and presented it to an interagency meeting. The Government requested that persons with untreated medical problems be provided with care at the earliest possible date and also asked the United States to assist the Government of the Marshall Islands in identifying those people in need of such care. The description in your Discussion Paper mischaracterizes these events in several important ways.

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The Government of the Marshall Islands did not present to the United States a "survey." We presented preliminary information, informally gathered indicating the existence of serious medical problems. We made no assertion regarding the "normal incidence" of such medical problems in the Marshall Islands, in fact, as explained above we do not believe that a determination of normalcy can be made for our population. On several previous occasions the Government of the Marshall Islands has objected to your characterization of these problems as "Likiep" problems. We received our first data from Likiep, but have advised you repeatedly that our efforts to determine the medical needs and to obtain care have focused on several atolls close to the areas of the highest levels of fallout concentration in the Bravo shot fallout pattern. Finally, the Government of the Marshall Islands has not requested that our people be "studied;" we have requested assistance in identifying medical problems and, more importantly, have requested that medical doctors be sent immediately to provide desperately needed medical care. We know that many people are seriously ill and suspect that many other people are similarly in need of care. We are requesting treatment, not scientific analysis and we anxiously await the doctors which you promised to send us over a year ago.

During the meeting in your offices on July 23, 1980 we presented to Department of Interior and Department of Energy officials a letter from our medical consultant, Dr. Robert G. Loeffler, suggesting several modifications to the proposed medical survey of Likiep atoll. I have attached a copy of that letter for your personal attention. (Attachment 1) We would appreciate a response to these suggestions at the earliest possible date.

The people of the Marshall Islands quickly are losing any hope which they may still retain that the United States is prepared to treat the serious medical problems left by the nuclear weapons testing program on atolls other than Bikini, Enewetak, Rongelap and Utirik. Frustrated with the slowness of the response of the United States to the information presented by the Government of the Marshall Islands in May of 1979, the people of Wotje Atoll commissioned Dr. Reuben Merliss to visit their atoll to report first hand on the scope of the medical problems in Wotje and their possible relation to radiation exposure.

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We submitted to you at the August 6, 1980 meeting a copy of Dr. Merliss' letter presenting his findings. A second copy is attached here. (Attachment 2) During his short visit, Dr. Merliss became aware of a shocking number of thyroid tumors, visual difficulties, birth anomalies and other disorders--medical problems strikingly similar to those reported by the people of Likiep. With regard to the thyroid tumors, Dr. Merliss concluded:

"There appears to be little doubt that the tumors, benign or malignant, are radiation-induced. There are just too many of them to be anything else. Otherwise one would have to postulate that the Marshallese had a remarkably high incidence racially of tumors of the thyroid, this existing before 1946, and the old people I spoke to denied this. They denied that prior to the bombs there was any particular epidemic of lumps in the neck. I cannot therefore accept the belief that the Marshall Islanders simply by virtue of their heredity have a tendency toward thyroid tumors."

Dr. Merliss further stated that:

"I think that these three: the tumors of the thyroid including cancer, disturbances in vision probably due to cataracts, and deformities of birth are a part of the radiation injury, and that the continuing injury is in large part due to food-chain entry by long-lived radioactive elements. I strongly suspect that the leukemias were radiation induced."

Dr. Merliss related an extremely disturbing account of the lack of medical care in Utirik and elsewhere in the Marshall Islands, as follows:

"For example, there was a general complaint of dimming vision some five or six years ago on Utric (sic), probably due to an increased incidence of cataracts. None of the people from Utric (sic) that I spoke to told me that any physician examined their eyes in such a way as to be able to recognize cataracts. Instead I was told that two boxes of eyeglasses were shipped to the island being of various models and frames, and the people were to come in and choose whichever eyeglass seemed to

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help them. And this was the sum of the investigation and treatment of the eye problems,--of what I think is a unique epidemic of cataracts.

The follow-up care of patients with total ablation of the thyroid also appears inadequate. Some had stopped their medicine because of side reactions and appear hypothyroid to my eyes. No regular follow-up has been pursued to allow change of thyroid medication, or increase or decrease of dosage."

Dr. Merliss makes several recommendations which we believe merit serious consideration in connection with the proposed medical surveys to be conducted in the Marshall Islands in the course of implementing Public Law 96-205. We request that you and other appropriate United States government officials review Dr. Merliss' findings and recommendations and meet with us to determine how his recommendations can be implemented and the medical problems which he identifies can be treated in the most expeditious manner.

In order to obtain useful information from the outside contractor which the Interior Department proposes to use to assist in developing the health care plan, the contract document must be carefully drafted and the questions to be answered clearly stated. We request that the contractor be asked to address the following questions:

1. In light of the fact that no dose assessment was carried out in the Marshall Islands at the time of the nuclear weapons testing program, how can it now be determined whether certain atolls of the Marshall Islands were "exposed" to radiation from the nuclear weapons testing program?
2. What level of radiation exposure can be definitively medically determined to have zero potential effect on the natural or human environment of an atoll?

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3. Where actual radiation dosage cannot be determined, where a medically "normal" control population cannot be identified, and where social and living patterns have been fundamentally altered, in what way would you seek to determine whether a particular injury, illness or condition may be related, directly or indirectly, to the nuclear weapons testing program? In what way can it be established that a particular injury, illness, or condition could not possibly be related in any fashion to the nuclear weapons testing program?

4. What would be the estimated cost per individual of attempting to make the medical determinations referred to in Question 3? How does this compare to the cost of providing necessary treatment?

5. Given that primary, secondary and tertiary medical care must be made available at a minimum to the people of Bikini, Enewetak, Rongelap and Utirik wherever they may reside in the Marshall Islands, and given that hospital facilities, medical equipment, medicines, doctors and other personnel must be brought to and maintained in the Marshall Islands for this purpose, and transportation and communication lines must be established for this purpose, what would be the additional incremental cost of making these facilities available to the rest of the Marshallese population?

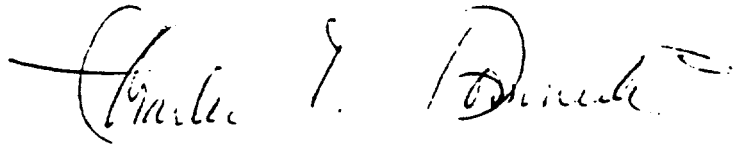
The primary concern of the Government of the Marshall Islands is that medical care be provided to people in need as contemplated by Section 102 of Public Law 96-205. In order to assist us in reaching this goal, we suggest one idea for your consideration. President Carter in his statement upon signing Public Law 96-205 referred to the provision

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of medical care to the northern Marshall Islands. The Government of the Marshall Islands firmly believes that every atoll in the Marshall Islands was "exposed to radiation from the nuclear weapons testing program" within the meaning of the statute. However, in order to accommodate the President's focus on the northern Marshall Islands, we suggest the following possible cooperative approach which follows the historical Marshallese definition of the "northern Marshall Islands." With regard to the people of the northern atolls, those from Aur north in the eastern Ratak chain and from Kwajalein north in the western Ralik chain, the Government of the United States would provide comprehensive primary, secondary and tertiary medical care, including associated transportation and communication, as required by Section 102 of Public Law 96-205. With regard to the people of the remainder of the Marshall Islands, the southern atolls, the Government of the Marshall Islands would assume the responsibility of the United States under Section 102 of Public Law 96-205 to provide primary medical care. The United States would make available to the people of these atolls secondary and tertiary care, and associated transportation and communication, on the same basis as that provided to the people of the northern atolls.

We look forward to the opportunity to consult with you on these matters.

Sincerely,



Charles T. Domnick
Deputy Secretary of
Foreign Affairs

Enclosures

CTD/cpf

cc: The Honorable Phillip Burton
The Honorable Henry M. Jackson
Ambassador Peter R. Rosenblatt
Mr. Jeffrey Farrow
Richard D. Copaken, Esq.

Attachment #1

Robert G. Loeffler, M.D.
9521 Woodington Drive
Potomac, MD 20854

July 23, 1980

Mr. Richard D. Copaken
Covington & Burling
888 Sixteenth Street, N.W.
Washington, D.C. 20006

Dear Richard,

I have had the opportunity to review the most recent communication from Wallace O. Green, Deputy Under Secretary, Territorial and International Affairs, to President Amata Kabua, wherein certain "clarifications" are detailed by Mr. Bruce W. Wachholz, german; to the proposed agreement of March 27, 1980 for the medical survey of the inhabitants of Likiep Atoll. I find these clarifications most welcome since they specify, to a degree, the proposed "biochemical screening profile".

Before commenting specifically on them, I must appraise you of some general considerations in light of our April 23, 1980 meeting with representatives of the Department of Energy (DOE), Brookhaven National Laboratory (BNL), and the Department of Interior. I also found this meeting helpful and informative, specifically discussions with Dr. Pratt, whose extensive medical experience and data gathering at the Marshall Islands clearly detailed major foreseeable difficulties with the proposed studies by the Department of Interior and the Department of Energy.

It is blatantly clear that interpretation of biochemical analyses requires a reference standard of comparison normal values. Simply put, such a normal standard currently does not exist for the Marshallese population at large. Dr. Pratt informed us that several prior attempts of gathering biochemical and hematological data from populations in the Marshall Islands, other than Rongelap and Utirik, to be used as normal standard reference, could not be meaningfully interpreted for two reasons:

- 1) The data obtained varied considerably from established norms, and
- 2) the quantity of data collected was not large enough to be statistically significant.

The March 27 proposal, as you know, plans on studying Likiep Atoll and one other atoll, as a "comparison population". I find it difficult to

Mr. Richard D. Copaken
July 23, 1980
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comprehend how this small sampling of another atoll, will provide a comparison standard, if, after "26 years of medical follow up study" of the inhabitants of Rongelap and Utirik, no standard on other atolls has yet been established.

The entire problem of establishing a standard reference for normals, is further complicated by a more basic issue. Even if one were to assume the current availability of a comprehensive hematological and biochemical standard, it, in itself, may not be truly "normal" because of possible direct or indirect prior effect of radiation exposure on this "standard" population.

There are several other intrinsic shortcomings of the proposed study:

1. The proposal outlines a single screening attempt at one point in time. Since radiation induced carcinogenicity entails a lengthy latency period, future interval screening of the same population would be required to assess possible radiation related health effects.
2. No provision is made for anthropometric data collection and assessment.
3. The term "clinical studies" as proposed, is generic and non-specific. If it truly implies a complete physical examination, it should be so stated. Paragraph four (indicated as "2." in the March 27 1980 proposal) should not read "The Department of Energy will send to Likiep a physician for the purpose of examining the population with respect to detecting the existence of thyroid nodules" but should read: "The Department of Energy will send to Likiep and other atolls physicians to carry out complete physical examinations on the population."
4. The proposal, as written, provides that "medical problems" (whether possibly radiation related or not) will be referred to a medical officer of the Health Services of the Government of the Marshall Islands and that treatment funding will be the responsibility of the Department of the Interior/Trust Territory of the Pacific Islands. I find this difficult to comprehend since the medical officers of the Department of Energy and Brookhaven National Laboratory advised us at our April 23, 1980 meeting, that they have in the past provided requisite treatment, including stateside transport, surgery at U.S. Hospitals, etc., for even "remotely possible radiation effects".

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5. T_4 , TSH and HTG determinations are not proposed as general screening parameters, but "as indicated to follow thyroid carcinoma". The implication is that only individuals with the established diagnosis of a carcinoma of the thyroid or suspected thyroid carcinoma on clinical grounds, will be biochemically tested; this is unacceptable.
6. As proposed, the Department of Energy will be responsible for the preparation, handling and transportation of biochemical analyses of the collected samples. Should handling, transportation and analysis be rather carried out, by an independent major laboratory? As you are aware, currently, such arrangements are being finalized and cost analyses are being prepared.

Having outlined some of my objections to the proposed Likiep study, I think that with appropriate modification, it nevertheless, should be instituted with the clear understanding that it would represent an initial phase of screening and data collection in preparation for compliance with Public Law 96-205.

The preliminary conclusions gleaned from the proposed study could, and should, be used to direct further planning and implementation of comprehensive health care to the people of each Marshall Islands atoll that was exposed to radiation — which I gather from Dr. Wachholz' comments in our meeting of April 23, 1980, includes the entire population of the Marshall Islands. Since such care has been clearly mandated by Congress and the President, the proposed Likiep screening study could well be used as an initial step.

Sincerely,



Robert G. Loeffler, M.D.

RGL:sk

Attachment #2

July 15, 1980

Gordon Stemple
Attorney at Law
9720 Wilshire Boulevard
4th Floor
Beverly Hills, California 90212

RE: Marshall Islands

Dear Mr. Stemple:

At your request I have prepared a summary of my opinions on my visit to the Marshall Islands. I was deeply impressed by the kindness of the people and by their gentleness and innate courtesy, and by the willingness of the vice speaker and the president to spend time with us and listen to us.

My medical background should be set out so that these opinions may be judged. I have practiced internal medicine for thirty-five years. I have been accredited by the Atomic Energy Commission many years ago to use radioactive isotopes in medical practice for treatment of certain thyroid diseases, including hyperthyroidism, and in the diagnosis of thyroid diseases. I think I was one of the first doctors to be so licensed for use of radioactive isotopes in their office in Los Angeles. There may have been ten or fifteen others of us at the same time. In preparation for this licensure I studied about six months at UCLA, taking courses in radioactive physics and radiation in general. I used radioisotopes for the diagnosis and treatment of thyroid disorders up until about five years ago, when space became crowded and the large scanner and the devotion of a room in my office was

no longer desirable. I am certified by the American Boards of Internal Medicine, and am a Fellow of the American Occupational Medical Association. I am registered in the states of California, Texas, and Illinois to practice medicine. Finally, as part of my internal medical training, I did one year of intensive pathology.

Now for my observation: I was immediately struck by the remarkable frequency of visual difficulties and the frequency of thyroid tumors. The frequency of thyroid tumors was shown by the examination of a number of patients who demonstrated thyroidectomy scars; by the examination of some hospital record, and most important by the history of the people telling me of the epidemic of these disorders on their islands. Since the populations on the islands varied from two hundred to more, often, particularly in the smaller islands, the individuals who spoke to me were able to give me a pretty fair idea of the number of thyroid tumors and visual difficulties that appeared on their island.

Since the nuclear explosions there has been a remarkable epidemic of thyroid tumors in the Marshall Islands, -- to my knowledge a singular epidemic since I have never seen its like before, -- starting about fifteen years or so after the onset of the atomic explosions, and continuing to the present. Some of the victims apparently were in their teens or pre-teens during the explosions and were most characteristically female but some of the victims were probably not yet born at the time of the explosion, although I do not have such a concise chronology that I can say this with absolute certainty. I recall seeing one patient young enough so that it would be hardly likely that she would have been born during the explosions.

The thyroidectomy scars that I saw on these patients were large scars, and for the most part it seems to me that the entire thyroid had been removed. This was borne

PRIVACY ACT MATERIAL REMOVED

out both by palpation of the glands of some of these people, and also their dose of thyroid replacement drugs. Since some who had run out of thyroid replacement medication clinically appeared thyroprivic therefore I feel usually the entire thyroid was removed, a type of surgery commonly performed for thyroid cancer and not a simple benign adenoma. However I understand from several sources that the Brookhaven Institute under the name of Dr. Conard and his associates reports that in the Marshall Islanders there are only very few cancers of the thyroid found, but that almost all of the lesions of the thyroid were benign adenomas. This creates a conflict in my mind, since of the patients, perhaps eighteen to twenty, who had demonstrated to me thyroid scars, one of them was identified histologically as a papillary adenocarcinoma of the thyroid, (in Guam) and this in a relatively young man; and in case of _____ he presented an unduly hard nodule in the lower portion of one of the thyroid lobes, -- so hard, and so well set apart from the thyroid tissue itself, that I fear this also might be a carcinoma. That radiation would produce so many benign adenomas and so relatively few carcinomas as I am led indirectly to believe is difficult for me to accept. I should, were I involved in further study, like to see sections of all the thyroids removed. One should know that there readily arises an honest difference of opinion that occurs between pathologists as to what constitutes malignancy in thyroid tumors and microscopic re-evaluation will be useful. A second opinion based on microscopic re-evaluation of the tissue is justified by the very high incidence of benign tumors compared with malignant tumors, in face of the known effects of radiation in producing malignancy.

There appears to be little doubt that the tumors, benign or malignant, are radiation-induced. There are just too many of them to be anything else. Otherwise one would have to postulate that the Marshallese had a remarkably high incidence racially of tumors of the thyroid, this existing before 1946, and the old people I spoke to denied this. They denied that prior to the bombs there was any particular epidemic of lumps in the neck. I cannot therefore accept the belief that the Marshall Islanders simply by virtue of their heredity have a tendency toward thyroid tumors.

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The other thing that struck me was the frequency of

visual difficulties. I am not an ophthalmologist, and brought no instruments to visualize the lenses of these people's eyes. However, I learned that on one island about fifty per cent of the population is losing its vision. This does not come to me from one informant, but comes to me from three or four informants. One informant actually said that most of the adults were losing their vision. Sometimes it was occurring in children. This again does not seem to be concomitant with the blast or follow shortly on it. One would expect the cataract changes sooner if it was due to looking directly at the blasts, and I would not expect it in individuals unborn at the time of the blasts. This appears to be perhaps one of the most disabling disabilities on the island of Utrik, and if not for the apparent willingness of the island to take care of its own there would be many people on this island suffering by reason of their dimming sight. In a colder, crueller society these people would not be able to survive.

The frequency of eye problems is complicated by also the notable frequency of diabetes. Diabetes is an adequate cause of cataracts, and older diabetics may develop cataracts. However I asked very carefully of those patients whom I saw with visual difficulties, -- I assume they had had cataracts some had been operated on and had cataract removal -- whether they were diabetic and I understand that while several were, just as many were not, and the diabetic explanation for all of the cataracts and loss of vision does not seem credible. Again this seems to be a radiation effect.

As another radiation effect there was a period of time when there were an unusual number of stillbirths or the birth of monstrosities. I have heard this called the year of the animal, although I understand this phrase to be offensive to those women who bore such offspring and I heard the particular phrase only from men and not commonly used. It was the time when children were born with incompletely formed bodies, incompletely formed arms or legs, or deformed heads. This occurred late, and not in the nine months after a near-by explosion when one would expect radiation effects. Moreover it occurred in islands distant enough so that direct radiation effects governed

by the universe square ration rule, emanating immediately from the bomb would be highly unlikely.

I think the ill effects still persisting on these islands is not only due to soil contamination but is also due to entry of the radioactive elements with a longer half life into the food, where it has been biologically concentrated, and is eaten by the people. Whether the material that contains the radioisotopes is in one particular vegetable or several or whether it is in the fish or birds, I simply do not know. One would think, that if the lagoon fish were involved, the food-chain exposure would involve only a few islands since I am told that lagoon fish usually stay in their lagoon. If the large fish on the seaside that swim between atolls are involved and carry radioactivity in their flesh, these fish also being eaten by the islanders, one would expect a wider diffusion of the effects of the radioactivity, -- which is what has happened. There certainly would be diffusion by birds and actual transfer from one atoll to another of radioactive material in the excrement of birds flying between the atolls.

The wide diffusion of radioactive effects among the islands of the Marshalls, strongly suggests entry into the food chain with transportation between islands. This is as yet only an opinion. Yet otherwise one must assume that the fallout just simply was so high, and has spread so far beyond that estimated by our finest nuclear scientists that distant islands and distant atolls in the Marshalls were involved, bringing about the radiation effects that I have described.

To my knowledge, two cases of leukemia were found, one in a high government officer, and the other in a boy. There may be others. I am suspicious also that radiation plays a part here also because of the frequency of leukemia in the Nagasaki-Hiroshima survivors.

I think that these three: the tumors of the thyroid

including cancer, disturbances in vision probably due to cataracts, and deformities of birth are a part of the radiation injury, and that the continuing injury is in large part due to food-chain entry by long-lived radioactive elements. I strongly suspect that the leukemias were radiation induced. There are other areas about which I wonder and about which I am suspicious, but as yet have formed no firm opinion. I am told by the islanders that diabetes has become very common. When I spoke to the old people who remember the way the islands were before the nuclear testing, they all routinely deny that diabetes was a great problem for the inhabitants. Now as I speak to the Marshallese, I think that they have more diabetes than the Navajo Indians, and I had always thought the highest incidence was among the Navajos. Although diabetes is exceedingly common among the Marshallese, I know of no direct radiation effect that causes diabetes. On the other hand, I do not know all that is to be known about food chain radiation injury and neither does anybody else. Our particular human experiences on radiation have been either with therapeutic radiation or the exterior type of radiation at Hiroshima and Nagasaki. Knowledge about food-chain radiation is scant and I am unable to say whether the diabetes is related to the radiation or not.

There are some sexual problems among the males of the island, or among the females. A number of men from one atoll had told me that they developed a failure of sexual interest after the explosions, this persisting, and in several cases their families did not expand after the bomb blasts. This also is likely radiation induced but I cannot say whether this is food-chain or whether this is perhaps external radiation coming from the soil, since the testicles are in an exposed position, particularly in people who so commonly sit on the ground or squat as do the people of the Marshall Islands.

Immediate effects of the radiation occurred in some individuals who spoke to me, these changes consisting of hair loss, and burns of the skin. The burns of the skin occurred in those islanders in which there was a dusty, powdery fallout after the explosion called Bravo, which was effected by meteorologic or inadvertence. There were

MISCELLANEOUS

deaths from these ulcers, according to the memory of the individuals that I spoke to. Startingly, I was told repeatedly of deaths on Utric in the month following the bomb blasts. Several people from Utric told me of three in the month following the first blast, at least two of them being in children and one, to my memory, in a young woman. One suspects that this immediate type of response is due to direct radiation connected directly with the fallout, and probably not food-chain, although absolute certainty is not available.

All of the people have consistently told me that the damage to the vegetation and the foods that they eat, -- extremely limited to start with -- has been devastating. The Marshallese eat a limited diet consisting of fish, breadfruit, coconut, and arrowroot. The most sensitive to radiation of the plants proved to be arrowroot. But this was a highly important foodstuff on these small islands. As I understood from the Marshallese that I spoke to, before the blast the arrowroot grew as a tuber or rhizome on the root of a bushy type of plant. A healthy arrowroot plant would have six or so tubers, and would yield a good deal of nutritious food. After the blast, the arrowroot plants themselves started to diminish and the number of tubers on the roots decreased until the point came at which the arrowroot has almost been lost on some of the islands and no longer serves as a staple in the diet. The Marshallese describe to me the tubers shrinking to two to three on a bush, and then to small tubers, and then to the plant just not growing at all, or growing in a deformed manner. Similar effects occurred in the coconut trees. The tops of the coconut trees turned red or brown after the blasts, and many coconut trees have not borne as well since. The breadfruit trees have borne smaller fruit and often deformed fruit. Some of the trees themselves have become deformed.

I am also struck by the high incidence of hypertension in the people of the Marshall Islands. The incidence of hypertension in the average white American male goes up to about five per cent depending on age. The frequency of hypertension however among the Marshallese far outnumbers that, and judging from the hospital records that I looked

at when I visited the hospital, and the answers to the questions that the people gave me, the incidence of hypertension is probably over twenty-five per cent and might be in the older people as high as forty per cent. For some years now general medical opinion indicate that hypertension is a stress disease. It can be induced in animals by crowding. If one takes experimental animals of small size, -- rodents, for example, -- and puts them into large cages where they are free to move about, there is no particular increase in hypertension. If one puts them in small cages where they are crowded a good deal, and particularly puts them in positions where, because of inadequate space or, inadequate food, competition between them for sustenance and living space developes, then the incidence of experimental hypertension increases very greatly. It has increased in western peoples in time of stress. A study in Texas City in our own nation some fifteen years ago found that when a ship blew up in the harbor, the ship carrying ammonium nitrate, and much of the seaward portion of the city was destroyed, the incidence of hypertension in the town rose greatly. It has been found also that when people with no particular ethnic hypertension are moved to areas of substantial stress in which they have to accommodate to new problems, hypertension emerges as a disease. For example, Easter Islanders, an island off the coast of Chile, have no hypertension when they remain in their ethnic niche. When these men travel to Chile and enter the competitive economic world there, they develope the same amount of hypertension as do the Chileans. In developed societies breaking of social patterns by individuals or by groups does lead to hypertension. Captain James Graham some forty years ago found that the soldiers of the British Fifth Army after defeating with Rommel's forces in North Africa developed a substantial frequency of hypertension which could not be always relieved by simple rest. Even after keeping the soldiers in a rest zone for months, some of them left with fixed hypertension which they did not have before the start of this battle. Consequently I believe that the high incidence of hypertension is in part due to the cultural upheaval that has been induced in these islands by the results, direct or indirect, of the atomic bombs. There very likely are other forces here that have induced

social changes and pressures, and it is not my belief that the only force or the only stress on these people is the effects of the atomic bombing. I think it is a major cause however.

These are my initial reactions. The recommendations which I make are as follows:

1. All slides on the tissue removed from the thyroids of the Marshallese and retained at Tripler, or Guam, or Cleveland General Hospital or Brookhaven should be examined by a single pathologist of your choice and one skillful in the recognition of thyroid cancer. I do not mean this as a reflection on the integrity or skill of the pathologists who examined the tissue initially, but I do recommend verification of the benign nature of the tumors as reported.
2. It would be highly desirable to collect firm health statistics independent of any prior statistics taken by the Trust Treaty or AEC scientists. I am not certain what criteria were used in the collection of former statistics, and I am not certain as to whether doctors were sent, and I certainly am not at all satisfied that a vigorous search has been made in respect to cataracts or other complaints that these people have. I would think that such medical investigation would should be done on a number of different islands.
3. I recommend a consultation with a geneticist, to examine the chromosomal pattern of a number of Marshallese Islanders.
4. I recommend a horticultural expert who should study the effects of the radiation on the vegetable foodstuffs and a marine biologist to consider the question of concentration of radioisotopes in the bodies of the larger fish. That some of these studies have been done before should not discourage similar studies by experts of your designation.

5. Full hospital transcripts of every patient seen at Tripler, Brookhaven Institute, the Cleveland General Hospital, or at Guam should be obtained and these full records should be returned to Marjuro for the investigation and the study of physicians who need them for treatment. It is impossible for a physician to treat with best results patients without fully knowing prior records, and from my visit to the hospital I learned rather clearly that the records from Hawaii or from the United States were not getting back to the several physicians at the hospital, thereby hampering their work.
6. All data in the possession of the AEC or Brookhaven on the radioactivity of the soil and most particularly the foodstuffs of the island should be revealed fully to the Marshall Island authorities.
7. A study of the migration of larger fishes and birds between the islands possibly carrying food-chain radioactivity should be undertaken. (I understand lobsters migrate communally relatively long distances.) Tuna and large fish swim from atoll to atoll.

I am going to state clearly however at this point and in this context, that in some circumstances I have not been impressed with the assiduity of the Trust Treaty physicians or the Atomic Energy Commission physicians. For example, there was a general complaint of dimming vision some five or six years ago on Utric, probably due to an increased incidence of cataracts. None of the people from Utric that I spoke to told me that any physician examined their eyes in such a way as to be able to recognize cataracts. Instead I was told that two boxes of eyeglasses were shipped to the island being of various models and frames, and the people were to come in and choose whichever eyeglass seemed to help them. And this was the sum of the investigation and treatment of the eye problems, -- of what I think is a unique epidemic of cataracts.

The follow-up care of patients with total ablation of the thyroid also appears inadequate. Some had stopped their medicine because of side reactions and appear hypothyroid to my eyes. No regular follow-up has been pursued to allow change of thyroid medication, or increase or decrease of dosage. A general feeling of distrust of the Treaty Trust and Atomic Energy Commission physicians is wide-spread among the Marshallese. The people of the Marshall Islands I spoke to have no great faith in these physicians, do not consider them devoted to their interests, but instead representing the interests of the Atomic Energy Commission or the Trust Treaty authorities, and were reluctant to place their health in their hands, -- although they finally did so for want of any other adequate facilities supplied by the Treaty Trust Organization. I am also impressed with the failure of the physicians to communicate findings and prognosis to the people of these islands. Each patient is entitled to have his questions answered. He should be told the nature of the lesion discovered, and, if he asks for it, a prognosis should be given. The doctor should, when he can, inform the patient of the cause of his illness. These basic rights of a patient have been in large part ignored in the Marshall Islands, and I found very few Marshallese who were acquainted with the nature of their pathology. I reject firmly the thought that the people were too primitive or uneducated, to absorb such information, since I have found this not to be true. Among them are educated and intelligent leaders who would be able to digest such information and form their own conclusions about what the islands, its vegetation, its people, and its culture has suffered.

I have planned conversations with Americans in this area of various expertise who would be useful in understanding the course of food-chain radiation and its injuries, as well as the complex picture of fallout injury. Some of these conversations have been started, and some of the correspondence is already under way.

I am writing to you instead of delivering an oral report so that you may use this written report to demon-

strate my medical opinion of the hazards that the Marshallese people are facing and will continue to face in the future. I am hopeful that the statistical and medical studies which I have recommended will delineate more clearly the injury to the Marshallese, and allow the Marshallese leaders a better opportunity to understand the problem of their islands. This collection of information can well lead to an improvement in diagnosis of hitherto unrecognized food-chain radiation caused diseases, to the identification of the channels through which injury occurs, and ultimate result in better treatment and even prophylaxis of one type of another against the development of such disease, -- for example, the prophylactic use of inorganic iodine, lessening further absorption by radioactive iodine from food by blocking iodine uptake.

Very sincerely yours,



R.R. Merliss, M.D.

RRM:ls
LTR217-F



For [unclear]

United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

AUG 13 1980

Mr. Charles T. Domnick
Deputy Secretary of Foreign Affairs
Government of the Marshall Islands
Majuro, Marshall Islands 96960

Dear Mr. Domnick:

We have your letter of August 8, concerning the implementation of Section 102 of Public Law 96-205.

We were pleased to be able to meet with representatives of the Marshall Islands Government on August 6, as its representatives had asked us to do. We regretted your absence, and the absence of other Marshall Islands Government representatives, from our August 4 consultations with other involved parties, inasmuch as the pertinent Federal agencies were more fully represented on that earlier date. As you know, we acted in June to schedule the consultations for August 4 and to invite participation by the Marshall Islands Government, so as to afford all prospective attendees many weeks of advance notice. Several of the Federal experts who had arranged to be present on the scheduled date were otherwise committed for August 6, since none of us knew until August 4 that you would not be present that day, but wanted instead to meet two days later. Nevertheless, we did our best to accommodate you on short notice, and from your letter we infer that you found our several-hour session of some value.

As you know from our Discussion Paper dated August 1, which we hand-delivered to you in Washington on that date, we are confronted with a necessarily tight time schedule in implementing Section 102, in light of the deadline for the submission of a report that the Congress has imposed upon us. We therefore cannot provide more time than we have already agreed to for comment on what we expect to ask the contractor to do. That is, as our Discussion Paper of August 1 states, before the close of business on August 18 we must have any comments you wish to offer on the material contained in our Discussion Paper under the title of "Responsibilities of the Contractor" -- which is the same as a "scope of work".

Because of our early deadline, and because the procurement process is itself time-consuming, we concluded that we needed to approach prospective contractors as soon as possible. Accordingly, this Department mailed an initial Request for Proposals to seven contractors on August 8. I so advised your counsel on August 11, enclosing a copy of the request. Enclosed herewith is a copy

Mr. Charles T. Dommick

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of my covering letter of August 11 and the Request for Proposals. As you will note, the statement of the "Responsibilities of the Contractor" is close to the same as in the August 1 Discussion Paper, but we modified it in some particulars in light of our August 4 and 6 consultations. As soon as possible after we have assessed the comments that we receive by August 18, we expect to issue a supplementary document, reflecting such changes in the Request for Proposals as we find appropriate.

Your letter of August 8, which we of course did not have when the Request for Proposals was mailed that day, contains suggestions that we will be pleased to incorporate in the supplementary document, to the fullest extent we find possible. We had already modified certain of the references to Likiep, in light of the August 6 discussions, but we will examine those references further. I would point out that your suggestion numbered 5, on page 10 of your letter, seems to us to be substantially comprehended in our statement of the Responsibilities of the Contractor.

I regret that we cannot afford a longer period for comment, as you request. We have provided the period August 1 through August 18, and given the task that needs to be accomplished in the next few months, that two and one-half weeks is all that time permits. I do not doubt, however, that there will be further opportunities for meetings and other consultations as those months unfold.

On page seven of your letter, you ask for a response from us to a letter from your medical consultant, Dr. Loeffler, to your counsel, Mr. Copaken, dated July 23, concerning the proposed medical survey of Likiep. You state that the letter was presented to Interior on July 23, but in actuality it was not. Messrs. de Brum and Copaken passed it informally to Department of Energy officials at the conclusion of the July 23 meeting, and DOE agreed to respond. We will be in touch with DOE on the subject, and will offer comments either jointly or separately.

Also on page 7 and thereafter you refer to work done by Dr. Reuben Merliss, of Beverly Hills, California, concerning Wotje Atoll. You also refer to his letter of July 15 to Gordon Stemple, a Beverly Hills attorney, a copy of which you enclosed, and you ask to meet with us concerning it. We will be glad to do so. I note that in his long letter Dr. Merliss does not mention Wotje, but the contents of his letter are such that it would be useful if DOE representatives could join us in such a meeting. If you will be in touch with my office, we will arrange a meeting at a mutually convenient time, with DOE representatives included.

Sincerely,

Wallace O. Green

Wallace O. Green
Assistant Secretary Designate
Territorial and International Affairs

Enclosures

bcc: Dr. Bruce Wachholz, DOE
cc: Hon. Phillip Burton
Hon. Henry M. Jackson
Amb. Peter R. Rosenblatt
Mr. Jeffrey Farrow
m. R. Clarke.

August 11, 1980

Mr. Richard D. Copaken
Covington & Burling
369 16th Street, N. W.
Washington, D. C. 20006

Dear Mr. Copaken:

At our meetings on August 4 and 6 concerning a health plan for the Marshall Islands, I agreed to provide you with our proposed Scope of Work to prospective contractors.

Following those meetings, we concluded that we could not hope for realistic responses to requests to prospective contractors if we deferred our initial mailing to them until sometime after August 15. As I recall, we had informally represented to you that we would probably defer that mailing until after August 15, because that is the deadline that we provided to you for comments on our proposed contract. On further consideration, however, it appeared that we could not delay that long, and still hope to have the contract results in hand by mid-November.

Accordingly, the attached communication was mailed on August 8 to seven prospective contractors. A list of the seven is attached. All names of individuals and institutions that were suggested to us by affected peoples, by the Government of the Marshall Islands, or by their lawyers, are included on the list.

You will recognize that a part of the attachment is derived from the discussion paper that was before us at the August 4 and 6 meetings. We have made some changes to reflect views then expressed.

We await whatever further suggestions you may wish to make to us by the close of business on August 18, as stated in our Discussion Paper. Following that date, we expect to issue a supplementary document, modifying the attached in light of the views submitted to us by that date.

I regret that time is so short, but we must adhere to our proposed schedule if we are to meet our January 1, 1981, statutory deadline.

Sincerely,

Wallace O. Green

Wallace O. Green
Assistant Secretary Designate
Territorial and International Affairs

Identical letter to Theodore Mitchell and Jonathan