A. Line Items

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Institute Medical Service T&M Line Item, Severable Services, July 2026 - July, 2027	1 Job		NOT TO EXCEED:
0002	Travel (non-conference) All travel in accordance with Federal Travel Regulation All travel expenses require prior written approval from the COR Approved funding for Travel will be added as needed via modification Cost Line Item, Severable Services, July 2026 - July 2027	1 Lot		NOT TO EXCEED:

Option 1 Items:

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
1001	Institute Medical Center T&M Line Item, Severable Services, July 2027 - July 04, 2028	1 Job		
1002	Travel (non-conference) All travel in accordance with Federal Travel Regulation All travel expenses require prior written approval from the COR Approved funding for Travel will be added as needed via modification Cost Line Item, Severable Services, July 5, 2027 - July 04, 2028	1 Lot		NOT TO EXCEED:

Option 2 Items:

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
2001	Institute Medical Service T&M Line Item, Severable Services, July 5, 2028 - July 04, 2029	1 Job		
2002	Travel (non-conference) All travel in accordance with Federal Travel Regulation All travel expenses require prior written approval from the COR Approved funding for Travel will be added as needed via modification Cost Line Item, Severable Services, July 5, 2028 - July 04, 2029	1 Lot		NOT TO EXCEED:

A.1. Medical Service will be coordinated with the COR as needed; however, payment will be based on actual services provided in accordance with Contract Pricing Schedule - Attach 4: T&M Pricing Template.

A.2. Pricing based vendor quote for estimated regional services as described in the Statement of Work (SOW).

A.3. The Government reserves the right to Increase the Extended Price (Not to Exceed) Amount by exercising FAR 52.217-6 Option to Increase Quantity.

A.4. Invoicing for services shall be against the CLIN during which the services are ordered, not the date of test performed or received.

B.1. This is a **total small business set-aside** procurement. This acquisition is being sole sourced in accordance with FAR Part 13.1 Simplified Acquisition Procedures

The NAICS Code is 621999 – All Other Miscellaneous Ambulatory Health Care Services – SBA size standard of $21M annual revenue

The PSC is Q403 - Medical- Evaluation and Screening Services

B.2. Type of Contract

This is a Time-and-Material (T&M) contract. A base year plus two option years for a total of 3-years.

B.3. Severability

Severability determination: These activities are deemed to be **Severable.** The services are continuous and recurring in nature;

- the agency realizes ongoing benefits as the services are provided;

- the agency would realize benefits even if the period of the contract was not fully performed,

- the services can be separated into components that feature independent value.

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services. (Deviation April 20, 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

1. CDC intends to award a 3-year Time-and-Material contract from a total small business (SB) set-aside.

2. Award will be made based on a Lowest Price Technically Acceptable determination.

3. SB proposal will be submitted as two documents:

I. Technical Proposal

II. Price Proposal, which must include "Attach 4_T&M Pricing Template" filled out by the offeror

3. Price will be assessed for fair and reasonable, providing best value to the Government. CDC will be looking for discounts indications from the offerors' open-market prices.

INSTRUCTIONS TO OFFERORS

1. LPTA – Lowest Price Technically Acceptable.

2. Technical Proposal: CDC will evaluate all quotes to include the proper tests and capacity to meet all 4 geographic location requirements.

3. Price Proposal: Offerors are also required to submit a pricing proposal for all estimated tests pricing per year, which must include an offeror price break out utilizing "**Attach 4_T&M Pricing Template"** Excel Sheet, annual value for CLIN 0001, 1001, 2001. Travel CLIN 0002, 1002, 2002, should be estimated travel values to perform the estimated number of tests in the SOW broken out by geographic location. All Travel estimates must include a written justification for estimated Travel. Per diem rates | GSA

4. Once deemed technically acceptable, CDC will make an award to the lowest price for annual estimated fulfilment of NIOSH Medical Service needs as stated in the SOW.

3. **Proposal Due Date: via email to wlv7@cdc.gov – Monday, July 20, 2026, No Later Than 3:00 PM ET. NO LATE PROPOSALS will be accepted, please request confirmation of receipt to confirm timely submission.**

4. **Questions Due Date:** please submit any questions about RFQ 75D301-26-Q-78995_SOW_T&M rv2 via email to wlv7@cdc.gov no later than 3:00 PM ET on Tuesday, July 14, 2026.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Statement of Work

Medical Support Services for NIOSH_4 Geographic Locations

Period of Performance:
Base: July 2026 to July 2027
Option One: July 2027 to July 2028
Option Two: July 2028 to July 2029

1. **Background and Need**

The contractor shall provide medical services for the National Institute of Occupational Safety and Health (NIOSH) in accordance with the Statement of Work. NIOSH consists of four campuses: Cincinnati, OH, Morgantown, WV, Pittsburgh, PA, and Spokane, WA.

NIOSH has employees that are part of the CDC Emergency Response Team as well as the PHS Commissioned Corps Readiness Team. These teams are involved in incident management activities to include the prevention of, preparedness for, response to, and recovery from terrorism, major natural disasters, and other major emergencies. Depending on the type and magnitude of the emergency, additional NIOSH employees not currently on the team may be called to respond to an emergency. This would require immediate medical services which would include responder readiness (general fit for duty) medical clearance (See attachment 1) and may also include immunizations and/or respiratory medical clearance. It is essential that the contractor administering the medical surveillance program for the NIOSH sites be located near the facilities (within approximately 20 miles) or be able to provide services in that vicinity within eight (8) hours of request for services.

2. **Project Objective** – The following objectives are established for the contractor to provide the minimum services:

   - Medical monitoring and surveillance
   - Monitored care when appropriate
   - Records and Data Management
   - Support as required for the emergency and disaster preparedness team
   - Other occupational medical services described herein
   - Additional Services as described herein.

3. **Scope of Work –**

The contractor shall provide medical service to NIOSH employees. The services that are required depend on the charges must include the administrative time of the physician to complete necessary paperwork, dictation, overhead, supplies, etc. Services, in addition to those provided outside the scope of medical services, shall be a separate charge and shall be approved prior to services being performed. Those types of services may include respirator clearance exams (may include spirometry and OSHA questionnaire review), hearing tests for mandatory hearing conservation program, testing for Beryllium exposure, etc. Results of the examination and additional services will be sent to the patient/employee.

4. **Services required / Estimated volume by location:**

Quotes shall be priced per unit per item. Any estimated quantity provided in this scope of work is not a guaranteed minimum and is used solely for estimation purposes and as a determination as to the acceptability and reasonableness of the prices proposed by the offeror. The Government will decide as to the acceptability and reasonableness of the prices proposed by the offeror. Prices shall be fully burdened and inclusive of overhead, G&A, profit, etc. for the performance periods. It will be clearly stated whether burdened rates include deployment costs, or if deployment will be a separate cost. Services include:

Services Cincinnati, OH	Estimated quantity (per year not a guaranteed minimum)
Responder Readiness Medical Clearance	20
Responder Readiness Program Interim Medical Evaluation	20
Post-Deployment Health Assessment	20
Respiratory Medical Evaluation Questionnaire	71
Respiratory Fit testing	71
Titer/ Immunization	21
Beryllium Surveillance BeLPT (blood work)	3
Hearing Test for mandatory Hearing Conservation Program	58
Influenza **on site clinic**	50

Services Morgantown, WV	Estimated quantity (per year not a guaranteed minimum)
Responder Readiness Medical Clearance	10
Responder Readiness Program Interim Medical Evaluation	10
Post-Deployment Health Assessment	10
Respiratory Medical Evaluation Questionnaire	80
Respiratory Fit testing	80
Beryllium Surveillance BeLPT (blood work)	5
Hearing Test for mandatory Hearing Conservation Program	5
Laser Eye Exam	2
Influenza **on site clinic**	50

Services Pittsburgh, PA	Estimated quantity (per year not a guaranteed minimum)
Underground Mining Physical	8
Respiratory Medical Evaluation Questionnaire	10
Respiratory Fit testing	10
Hearing Test for mandatory Hearing Conservation Program	6
Laser Eye Exam	4
Influenza **on site clinic**	50

Services Spokane, WA	Estimated quantity (per year not a guaranteed minimum)
Respiratory Medical Evaluation Questionnaire	30
Respiratory Fit testing	30
Beryllium Surveillance BeLPT (blood work)	2
Hearing Test for mandatory Hearing Conservation Program	5
Laser Eye Exam	2
Influenza **on site clinic**	25

5. **Travel / Deployment to 4 CDC NIOSH Locations:**

a. The Contractor shall also be prepared for Ad Hoc Travel to all 4 geographical locations as scheduled with the COR. Technical proposals should include description of deployments procedures, and Pricing Proposals should itemize any deployment costs.

b. Travel shall be in accordance with, and not to exceed, the General Services Administration Federal Travel Regulation per diem rates. Per diem rates | GSA. *See* 41 C.F.R. Subtitle F and FAR Part 31. The NPA Contractor shall obtain written approval from the COR prior to undertaking any travel.

c. Travel funds must be added to the contract via modification prior to any travel occurrence.

d. Travel does not include conferences. If the need for conference travel occurs, the Contract will be modified to separately add funding.

6. **Description of medical support service needs:**

I. Medical Surveillance

The Medical Surveillance Program shall establish baseline medical data prior to, or at the time of, initial assignment or deployment. Baseline medical evaluations shall serve as the reference point for comparison with subsequent periodic, exposure-related, return-to-work, and exit medical evaluations to identify and monitor changes in an individual's health status that may be associated with occupational exposures. The Medical Surveillance Program shall include, at a minimum, medical assessments, ongoing health monitoring, analysis of medical surveillance data to identify occupational health trends, maintenance of medical records, and compliance with all applicable federal regulations, standards, and agency-specific requirements.

II. Underground Mining Physical

An initial physical exam is provided for new or reassigned employees whose position description requires them to go underground into mines. This physical is comprised of the following: vision, height, weight, pulse, temperature, lab blood work (CMP12+LP+TP+TSH+6AC+CBC/D/P), chest x-ray, spirometry, audiogram, blood pressure, urine lab test, and EKG. All components of the physical are to be provided at one location. A copy of the employee's position description will be provided along with an OF-178 Certificate of Medical Examination for the physician to complete. The charge per exam must include the administrative time of the physician to complete necessary paperwork, dictation, overhead, supplies, etc. The completed OF-178 will be returned to the NIOSH Pittsburgh designated POC.

III. Respirator Medical Evaluation Questionnaire

Conduct medical evaluation for respirator use in accordance with 29 CFR 1910.134 (including appendix C) upon completion, will provide clearance decisions to the NIOSH site Respiratory Protection Program administrator. SCBA clearances will include same clearance requirements as other respirators plus a Pulmonary Function Test and possibly a stress test (to be determined by contractor based on health status and age of employee).

Facility operations may require respiratory protection against multiple contaminants in a broad variety of exposure situations, and that these requirements may not be predictable, each participant will generally need to be cleared for several types of respirators under varying levels of exertion and physical stressors. The contractor will provide clearance decisions that are specific to the types of respirators and usage conditions each participant may encounter. The contractor will also maintain a list of clearances in an electronic format that can be exported to Microsoft Excel for use in Respiratory Protection Program administration. This information will be provided as part of the monthly report. SCBA clearances will include same clearance requirements as other respirators plus a Pulmonary Function Test and possibly a stress test (to be determined by contractor based on health status and age of employee).

IV. Hearing Conservation

Hearing Conservation (audiometric testing): Audiometric screening shall be performed as needed for emergency responders and for workers in high-risk noise positions in accordance with 29 CFR, 1910.95. In addition, the contractor will provide medical follow up with anyone exhibiting standard threshold shift (STS).

V. Laser Eye Exam

Provide initial eye exams for laser users in accordance with American National Standards Institute (ANSI) Z136.1, Safe Use of Lasers as per Appendix E, Medical Surveillance Examinations for placement of laser users of class 3B and 4 laser systems in accordance with ANSI Z136.1-2000 to include:

a) Examination Protocols E2.2.
   - Ee.2.1: Ocular history: Past and family history reviewed
   - E2.2.2: Visual Acuity: via some standardized and reproducible methods.
   - E2.2.3: Macular function via Amsler Grid Test or similar pattern
   - E2.2.4: Color Vision: via Ishihara or similar color vision tests
   - E2.2.5: Ocular Fundus with an Ophthalmoscope (only if warranted by any abnormal test results above)
   - E2.2.7: Skin Examination: Not required for placement of workers or routinely. But recommended for Those with history of photosensitivity or working with ultraviolet lasers.

b) Periodic Examinations: Not required.

VI. Beryllium Surveillance (BeLPT)

Beryllium surveillance in accordance with 10 CFR 850.34 - https://www.gpo.gov/fdsys/pkg/CFR-2011-title10-vol4/pdf/CFR-2011-title10-vol4-sec850-34.pdf - for personnel participating in on-site work at beryllium facilities. Beryllium is a hard, lightweight metal that is very strong and easy to shape. It has many industrial uses. Beryllium-copper alloys and beryllium-oxide ceramics are used in the electronic, nuclear and aerospace programs. Beryllium parts for nuclear weapons were manufactured and used at a number of Department of Energy (DOE) laboratories. This manufacturing process continues at some laboratories today.

All personnel working with or visiting sites that use beryllium will be enrolled in beryllium surveillance. The surveillance will be the beryllium lymphocyte proliferation test (Be LPT). The Be LPT is a blood test used to detect a person's sensitivity to beryllium.

VII. Immunization Program

Administer necessary immunizations to at-risk employees identified by the Project Officer. The Contractor shall provide individual employees with records of immunizations documented in their chart as may be required for occupational health or international travel purposes, in accordance with the CDC/ATSDR Occupational Immunization Program. The Contractor shall also enter this data into an electronic records system (such as a spreadsheet) daily. These immunizations may include, but are not limited to, the following licensed vaccines, toxoids, or globulins: tetanus-diphtheria toxoids, immune globulins, hepatitis-A vaccine, hepatitis-B vaccine, influenza vaccine, immune measles, mumps, and rubella vaccine, meningococcal vaccine, and poliomyelitis vaccine.

The Immunization Program provides immunizations at no cost to employees who have potential occupational exposure to infectious agents. The Program provides immunizations to laboratory workers, engineering personnel, field investigators, and other individuals who may be at potential risk of exposure to disease agents. Contract employees are not eligible for these immunizations unless pre-approved by the Project Officer. Immunizations

included in the program are Influenza, Rubella, Adult Tetanus-Diphtheria (Regular), Adult Tetanus-Diphtheria (Adacel), Pneumococcus, Hepatitis A, Varicella, Polio and MMR.

VIII. Influenza Clinic

Administer influenza vaccine annually to the NIOSH workforce. The influenza immunization campaign shall be conducted at the NIOSH facilities in the 4th quarter of the Calander year. The Contractor and Project Officer will review historical data regarding the number of persons who received the vaccine in the prior year, and any employee population increase to determine the number of vaccinations to plan for each year. Influenza immunizations are offered annually to all employees by the contractor. An "all employees" announcement of availability of the vaccine is issued in the fall with two flu clinics held on each NIOSH site. Additional influenza vaccines may be administered at the contractor's office.

7. <u>Technical Requirements</u> –

Operations – Provide personnel and medical supplies to support operations that include the following services:

1. Provide qualified medical personnel. The contractor's workforce shall be board-certified by their appropriate occupational health or medical discipline.
2. Provide administrative oversight to manage personnel, pharmaceuticals, medical records, equipment and supplies.
3. Conduct employee physical examinations, including analysis of clinical results and patient interaction. Examinations will include vital signs (height, weight, blood pressure, pulse, and respirations) as well as the actual physical exam and assessment performed by the physician. This may include an assessment and review of systems (head, ears, eyes, heart, lungs, extremities, etc.).
4. Provide respirator certifications as needed for job specific occupational exposure. Employees who may be exposed to hazardous atmospheres in the conduct of their work will require respirator clearance.
5. Maintain appropriate corresponding medical inventories including a supply of vaccines (tetanus-diphtheria, Hepatitis B, Hepatitis A, MMR, TB testing materials, etc.) to accomplish the requirements in the SOW.
6. Provide employee medical record maintenance and administrative support for medical records of current and former employees in accordance with Federal, state, and local laws.
7. Protect the privacy of employees, confidentiality and physical security of all employees medical records and provide access to employee medical and behavioral health records, in a manner consistent with: 1) The Privacy Act as codified in 10 CFR 1008; 2) "Access to Exposure and Medical Records" as codified in 29 CFR 1910.1020 (OSHA Standard); and 3) The Health Insurance Portability and Accountability Act.
8. Provide copies of medical records to other professional medical and behavioral health providers and third-party medical claims processors as appropriate and in a manner consistent with all applicable laws and standards.
9. Manage durable medical supplies.
10. Provide consultation services for occupational health issues for services provided by this contract.
11. The contractor shall supply pharmaceuticals, and other controlled medical supplies, as appropriate to accomplish the work under this contract.
12. The contractor shall furnish the infrastructure, equipment, and supplies (consumable medical supplies and general office supplies, to include lab equipment, clinic furniture, medical beds, exam tables, etc.) to enable the services described herein.
13. NIOSH shall provide space only during the on-site influenza clinic.

8. <u>Reporting Schedule</u> –

The contractor shall provide a monthly detailed report of services rendered during the month by price, type/category, quantity, and patient. The report must list all services rendered including physical exam, immunizations, questionnaires, and any other services provided. Detailed reports must not include Personally Identifiable Information (PII).

The contractor shall provide each employee who undergoes a physical:
1) a copy of all forms completed, test results, exam reports, etc.,
2) post-exam counseling only (no formal follow-up communication is expected/required),
3) an advisement letter explaining medically significant data with any abnormal findings,
4) written (typed in English) recommendations for addressing these concerns.

9. Government Furnished Property

- The Government shall provide space for the contractor during fall influenza clinics.
- The Government may provide space for the contractor to conduct medical examinations.

10. Special Considerations

10.1.-Privacy Act: It has been determined that this contract is subject to the Privacy Act of 1974, because this contract provides for the design, development, or operation of a system of records on individuals.

10.2 Section 508 and Accessibility Requirements

Part A – Provision

HHSAR 352.239-78 Information and Communication Technology Accessibility Notice. (Deviation FEB 2024)
[(a) Any offeror responding to this solicitation must comply with established HHS Information and Communication Technology (ICT) accessibility standards. Information about Section 508 is available at https://www.hhs.gov/web/section-508/index.html.

(b) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-79 Information and Communication Technology Accessibility. In order to facilitate the Government's determination whether proposed ICT supplies, products, platforms, information, and documentation meet applicable Section 508 accessibility standards, offerors must submit an appropriate HHS Section 508 Accessibility Conformance Checklist (see https://www.hhs.gov/web/section-508/accessibility-checklists/index.html) or an Accessibility Conformance Report (ACR) (based on the Voluntary Product Accessibility Template (VPAT) see https://www.itic.org/policy/accessibility/vpat), in accordance with the completion instructions. The purpose of the checklists and conformance reports are to assist HHS acquisition and program officials in determining whether proposed ICT supplies, products, platforms, information, and documentation conform to applicable Section 508 accessibility standards. Checklists and ACRs evaluate—in detail—whether the ICT conforms to specific Section 508 accessibility standards and identifies remediation efforts needed to address conformance issues.

(c) If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, *i.e.*, after award of a contract or order, that supplies, products, platforms, information, documentation, or services support delivered do not conform to the described accessibility standards, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(d) In order to facilitate the Government's determination whether proposed ICT supplies meet applicable Section 508 accessibility standards, offerors must submit an Accessibility Conformance Report, in accordance with its completion instructions and tailored to the requirements in the solicitation. The purpose of the Report is to assist HHS acquisition and program officials in determining whether proposed ICT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document, in detail, whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the Template are available at https://www.section508.gov/.

(e) Additionally, offerors must provide enough information to assist the Government in determining that the ICT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(f) Respondents to this solicitation must identify any inability to conform to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(g) Items delivered as electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at http://508.hhs.gov/. Materials, other than items incidental to contract management, that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Contracting Officer's Representative.

Part B - Clause

HHSAR 352.239-79 Information and Communication Technology Accessibility. (Deviation FEB 2024)
(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all information and communication technology (ICT) supplies, products, platforms, information, documentation, and services, or support developed, acquired, maintained or delivered under this contract or order must comply with the Revised 508 Standards, which are located at 36 C.F.R. 1194.1 and Appendices A, B, and C, and are available at https://www.access-board.gov/ict/. Information about Section 508 is available at https://www.hhs.gov/web/section-508/index.html.

(b) Additional Section 508 accessibility standards applicable to this contract or order are identified as follows:

205 WCAG 2.0 Level A & AA Success Criteria

302 Functional Performance Criteria

502 Inoperability with Assistive Technology

504 Authoring Tools

602 Support Documentation

603 Support Services

If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) In the event of a modification(s) to this contract or order, which adds new ICT supplies or services or revises the type of, or specifications for, supplies, products, platforms, information, documentation, or services support, the Contracting Officer shall require that the Contractor submit a completed HHS Section 508 Accessibility Conformance Checklist (see *https://www.hhs.gov/web/section-508/accessibility-checklists/index.html*) or an Accessibility Conformance Report (ACR) (based on the Voluntary Product Accessibility Template (VPAT) see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(d) If this is an Indefinite-Delivery type contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include ICT supplies, products, platforms, information, documentation, or services support will define the specifications and accessibility standards for the order. In those cases, the Contractor shall be required to provide a completed HHS Section 508 Accessibility Conformance Checklist (see *https://www.hhs.gov/web/section-508/accessibility-checklists/index.html*) or an ACR (based on the VPAT see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies, products, platforms, information, documentation, or services support conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) The contractor shall identify to the Contracting Officer any perceived exception or exemption to Section 508 requirements for review by the agency Section 508 Program.

10.3 CDC Local Clauses / Contract Administration Data

Contract Representative:

Contracting Officer (CO) responsible for this contract:
Nathan R. Amador
Office of Acquisition Services (OAS)
Centers for Disease Control and Prevention (CDC)
Telephone: 770.488.2690
Email: wlv7@cdc.gov

Contracting Officer Representative (COR) responsible for this contract:
Shared after Award

CDCG.02 Contracting Officer's Representative (COR) (Jul 2017)
Performance of the work hereunder shall be subject to the technical directions of the designated COR for this contract.

As used herein, technical directions are directions to the Contractor which fill in details, suggests possible lines of inquiry, or otherwise completes the general scope of work set forth herein. These technical directions must be within the general scope of work and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in the stated contract price/cost, or any stated limitation thereof.

In the event that the Contractor believes full implementation of any of these directions may exceed the scope of the contract, he or she shall notify the originator of the technical direction and the Contracting Officer, immediately or as soon as possible, in a letter or e-mail separate of any required report(s). No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract.

The Government COR is not authorized to change any of the terms and conditions of this contract. Contract changes shall be made only by the Contracting Officer through properly written modification(s) to the contract.

The Government will provide the Contractor with a copy of the COR delegation memorandum upon request.

CDCG.03 Contracting Officer (Jul 1999)

(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

(b) No information, other than that contained in an authorized modification to this contract, duly issued by the Contracting Officer, received from any person employed by the United States Government, or otherwise, shall be

considered grounds for deviation from any stipulation of this contract.

CDCG.04 Contract Communications/Correspondence (Jul 1999)
The Contractor shall identify all correspondence, reports, and other data pertinent to this contract or order by imprinting thereon the contract (and order number if applicable) from Page 1 of the contract.

CDCG.07 Payment by Electronic Funds Transfer (Feb 2018)

(a) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-33, Payment by Electronic Funds Transfer –System for Award Management, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) In the case that EFT information is not within the System of Award Management, FAR 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management, requires mandatory submission of Contractor's EFT information directly to the office designated in this contract to receive that information (hereafter: "designated office"); see below. The contractor shall submit the EFT information within the form titled "ACH Vendor/Miscellaneous Payment Enrollment Form" to the address indicated below. Note: The form is either attached to this contract (see Section J, List of Attachments) or may be obtained from the CDC Office of Financial Resources at 678-475-4500 or cpbapinv@cdc.gov.

(c) In cases where the contractor has previously provided such information, i.e., pursuant to a prior contract/order, and been enrolled in the program, the form is not required unless the designated financial institution has changed.

(d) The completed form shall be mailed or sent via facsimile after award, but no later than 15 calendar days before an invoice is submitted, to the following address:

The Centers for Disease Control and Prevention
Office of Financial Resources (OFR)
P.O. Box 15580
Atlanta, GA 30333

CDCH.13 Government Property (Jul 2017)

(a) Government-Furnished Property (GFP). In accordance with the terms of FAR 52.245-1, Government Property, the Government reserves the right to supply the Contractor, as Government-furnished property, any additional supplies, equipment, and materials determined by the Contracting Officer to be necessary and in the best interest of the Government.

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

(c) Accountable and Sensitive Government Property. The Government will provide property labels and other identification for contractor-acquired Government property that is considered Accountable as defined in the HHS Logistics Management Manual (LMM) or considered Sensitive as defined in CDC's Sensitive Items List (http://intranet.cdc.gov/ofr/documents/contracts/Authorized-Prohibited-List.pdf)

(d) The contractor shall be responsible for the control and accountable record keeping of any Government property used in the performance of this contract predominately outside the confines of a Government controlled workspace in accordance with the HHS Contracting Guide found on the OSSAM Government Property and Contractors Property intranet page.

(e) The Chief of the Office of Safety, Security and Asset Management (OSSAM), Asset Management Services

Office, Centers for Disease Control and Prevention (CDC), is hereby designated as the Property Administrator for this contract. The Contractor shall identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator, and shall follow the guidance set forth in the HHS Contracting Guide for Contract of Government Property.

Contractors may request copies of documents referenced above from the Contracting Officer if unable to access the links.

CDCH.16 Non-Disclosure Agreement for Contractor and Contractor Employees (Jun 2020)

(a) The contractor and contractor employees shall prepare and submit Non-Disclosure Agreements (NDA) to the Contracting Officer prior to access of government information or the commencement of work at CDC.

(b) The NDAs, at Exhibit I and II, are required in service contracts where contractor's employees will have access to non-public and procurement-sensitive information while performing functions in support of the Government. The NDA also requires contractor's employees properly identify themselves as employees of a contractor when communicating or interacting with CDC employees, employees of other governmental entities, and members of the public (when communication or interaction relates to the contractor's work with the CDC). The Federal Acquisition Regulation (FAR) 37.114 (c), states "All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed."

(c) The contractor shall inform contractor employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.

(d) During the contract performance period, the contractor is responsible to ensure that all additional or replacement contractors' employees sign an NDA, and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.

(e) Contractor employees in designated positions or functions that have not signed the appropriate NDA shall not have access to any non-public, procurement sensitive information or participate in government meetings where sensitive information may be discussed.

(f) The Contractor shall prepare and maintain a current list of employees working under NDAs and submit to the Contracting Officer upon request during the contract period of performance. The list should at a minimum include: contract number, employee's name, position, date of hire and NDA requirement.

EXHIBIT I
Centers for Disease Control and Prevention (CDC)
Contractor Non-Disclosure Agreement

I. Non-public Information

[Name of contractor] understands that in order to fulfill the responsibilities pursuant to **[contract name and number]** between the Centers for Disease Control and Prevention and **[Name of CDC contractor] dated [date],** employees of **[contractor]** will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

In order to properly safeguard non-public information, **[contractor]** agrees to ensure that prior to being granted access to government information or the commencement of work for the CDC, whichever is applicable, all contractor employees will sign a Non-Disclosure Agreement (NDA) provided by the CDC prior to beginning work for the CDC. Contractor agrees to submit to the Contracting Officer the original signed copies of NDAs signed by the contractor's employees in accordance with the instructions provided by the Contracting Officer. Failure to provide signed NDAs in accordance with this agreement and instructions provided by the Contracting Officer could delay or prevent the employee from commencing or continuing work at the CDC until such agreement is signed and returned to the Contracting Officer.

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee any non-public information that the employee may obtain in connection with the performance of the employee's responsibilities to the CDC.

II. Procurement-Sensitive Information

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual, other than an authorized Government employee, any procurement-sensitive information gained while in connection with fulfilling the employee's responsibilities at the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Statements of Work (SOW), Procurement Requests (PR), and Requests for Proposal (RFP); Responses to RFPs, including proposals, questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personnel involved in the solicitation; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

Contractor understands and agrees that employee access to any procurement-sensitive information may create a conflict of interest which will preclude contractor from becoming a competitor for any acquisition(s) resulting from this information. Therefore, if an employee participates in any discussions relating to procurement-sensitive information, assists in developing any procurement-sensitive information, or otherwise obtains any procurement-sensitive information while performing duties at the CDC, contractor understands and agrees that contractor may be excluded from competing for any acquisition(s) resulting from this information.

III. Identification of Non-Government Employees

Contractor understands that its employees are not agents of the Government. Therefore, unless otherwise directed in writing by the CDC, contractor agrees to assist and monitor employee compliance with the following identification procedures:

A. At the beginning of interactions with CDC employees, employees of other governmental entities, and members of the public (when such communication or interaction relates to the contractor's work with the CDC), contractors' employees will identify themselves as an employee of a contractor.
B. Contractors' employees will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages, in connection with contractual duties to the CDC:

Employee's name
Name of contractor
Center or office affiliation
Centers for Disease Control and Prevention

C. At the beginning of telephone conversations or conference calls, contractors' employees will identify themselves as an employee of a contractor.
D. Contractors' employees should not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises. The only other exception is when a CDC management official has granted permission to use the CDC logo.
E. Contractors' employees will program CDC voice mail message to identify themselves as an employee of a contractor.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. Contractor acknowledges that contractor has read and fully understands this agreement.

Name of contractor: _____

Signature of Authorized Representative of Contractor:_____

Date:_____

Copies retained by: Contracting Officer and Contractor

EXHIBIT II

Centers for Disease Control and Prevention (CDC)
Contractors' Employee Non-Disclosure Agreement

I. Non-Public Information

I understand that in order to fulfill my responsibilities as an employee of **[Name of CDC contractor],** I will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

I, **[Name of Employee],** agree to use non-public information only in performance of my responsibilities to the CDC. I agree further that I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any non-public information that I may obtain in connection with the performance of my responsibilities to the CDC.

II. Procurement-Sensitive Information

I further agree that unless I have prior written permission from the CDC, I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any procurement-sensitive information gained in connection with the performance of my responsibilities to the CDC. I specifically agree not to disclose any non-public, procurement-sensitive information to employees of my company or any other organization unless so authorized in writing by the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Statements of Work (SOW), Procurement Requests (PR), and Requests for Proposal (RFP); Responses to RFPs, including proposals, questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personnel involved in the acquisition; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

I understand and agree that my access to any procurement-sensitive information may create a conflict of interest which will preclude me, my current employer, or a future employer from becoming a competitor for any resulting government acquisition derived from this information. Therefore, if I participate in any discussions relating to procurement-sensitive information, assist in developing any procurement-sensitive information, or otherwise obtain any procurement-sensitive information while performing my duties at the CDC, I understand and agree that I, my current employer, and any future employer(s) may be excluded from competing for any resulting acquisitions.

III. Special Non-Disclosure Agreement for Contractors with Access to CDC Grants Management and Procurement-Related Information Technology Systems

In addition to complying with the non-disclosure requirements and safeguards stated above, I understand that my authorization to use CDC's grants management and procurement systems is strictly limited to the access and functions necessary for the performance of my responsibilities to the CDC and which have been approved in advance by the CDC. I understand that I am not authorized to enter procurement requests for any requirements pertaining to contracts or subcontracts held by me or my employer.

IV. Identification as a Non-Government Employee

I understand that as an employee of a government contractor, I represent an independent organization and I am not an agent of the Government. Therefore, I agree that unless I have prior written authorization from the CDC, I will, at the beginning of interactions with CDC employees, employees of other governmental entities, members of the

public (when such communication or interaction relates to the contractor's work with the CDC), identify myself as an employee of a contractor. I further agree to use the following identification procedures in connection with my work at the CDC:

A. I will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages:

Employee's name
Name of contractor
Center or office affiliation
Centers for Disease Control and Prevention

B. I will identify myself as an employee of a contractor at the beginning of telephone conversations or conference calls;
C. I will not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises; the only other exception is when a CDC management official has granted permission to use the CDC logo.
D. I will program my CDC voice mail message to identify myself as a contractors' employee.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. I acknowledge that I have read and fully understand this agreement.

Name of contractor: _____

Name of Employee:_____

Signature of Employee:_____

Date:_____

Copies retained by: Contracting Officer, contractor, and Contractor Employee

CDCH.20 Non-Personal Services (Jun 2020)
(a) Personal services shall not be performed under this contract. Although the Government may provide sporadic or occasional instructions within the scope of the contract, the Contractor is responsible for control and supervision of its employees. If the Contractor (including its employees) believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The Contractor shall comply with, and ensure their employees and subcontractors comply with, CDC Policy titled *Contractor Identification and Safeguarding of Non-Public Information* (Policy No. CDC-IS-2006-01). No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work.

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

(d) The conditions above do not limit the Government's rights under other terms of the contract, including those related to the Government's right to inspect and accept or reject the services performed under this contract.

CDCH.23 Evaluation of Contractor Performance Utilizing CPARS (Aug 2021)
In accordance with FAR 42.11, Centers for Disease Control and Prevention (CDC) will review and evaluate contract performance. FAR 42.1502 and 42.1102 requires agencies to prepare evaluations of contractor performance and submit them to the Contractor Performance Assessment Reporting System (CPARS). CDC utilizes this web-based system to prepare and report contractor performance evaluations. All information contained in these assessments may be used by the Government, within the limitations of FAR 42.15, for future source selections in accordance with FAR 15.104 where past performance is an evaluation factor.

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

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

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS and reviewing and commenting on performance evaluations. The contractor must maintain a current representative to serve as the contractor representative in CPARS. It is the contractor's responsibility to notify the CDC contracting office, in writing (letter or email), when their CPARS representative information needs to be changed or updated. Failure to maintain current CPARS contractor representative information will result in the loss of an opportunity to review and comment on performance evaluations.