REQUEST FOR QUOTATIONS
(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE.

PAGE 1 OF PAGES 26

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
75D301-26-Q-79007		000HCCRJ-2026-98474	▶	

5a. ISSUED BY
Centers for Disease Control and Prevention
Chamblee Campus Building 102, MS S102-4
4770 Buford Hwy
Atlanta GA 303413717

6. DELIVERY BY *(Date)*

7. DELIVERY
☐ FOB DESTINATION ☐ OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(No collect calls)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Sandra Adams	(770)	488-5543 x

8. TO:			9. DESTINATION	
a. NAME	b. COMPANY		a. NAME OF CONSIGNEE	
c. STREET ADDRESS			b. STREET ADDRESS	
			c. CITY	
d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	The requirement is for one Nicolet Summit X Fourier Transform Spectrometer (FTIR)which is being solicited as a Sole Source to Thermo Fisher Scientific FTIR Instruments. Please submit questions and quote responses via email to ab41@cdc.gov and utj4@cdc.gov. Questions shall be submitted by 10:00 am EST on 6/22/2026 to Sandra Adams @ ab41@cdc.gov and Marie Claxton @ utj4@cdc.gov. Quotes submissions shall be submitted by 10:00 a.m. EST on 29 June 2026.				

12. DISCOUNT FOR PROMPT PAYMENT ▶	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER				
b. STREET ADDRESS			16. SIGNER	
			a. NAME *(Type or print)*	b. TELEPHONE AREA CODE
c. COUNTY				
d. CITY	e. STATE	f. ZIP CODE	c. TITLE *(Type or print)*	NUMBER

Line Items

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Nicolet Summit X Fourier Transform Infrared spectrometer (FTIR) MODEL #: 912A1139 The Contractor shall provide one Nicolet Summit X Fourier Transform Infrared spectrometer (FTIR) Spectrometer including all required software, and accessories necessary for operation IAW the Statement of Work. The contractor shall ensure that the system is fully functional, compatible with current operating systems and software, and sutable for analysis of respirable dusts samples in support of the Rapid Quartz Analysis method. Period of Peformance: Date of award to 30 September 2026. Firm Fixed Price Custodial Account #: 00435	1 EACH		
0002	Warranty Extended Warranty for the Summit X Fourier Transform Infrared Spectrometers (FTIR) Contractor shall provided a manufacturer warranty which includes information and support details in accordance with the SOW. Severable Services Firm Fixed Price Period of Performance: Date of award to 30 September 2026 Custodial Account #: 00435	1 JOB		

Statement of Work / Performance Work Statement

Title: Purchase of Nicolet Summit X Fourier Transform Infrared (FTIR) Spectrometer
Model# 912A1139

SECTION 1 – BACKGROUND The National Institute for Occupational Safety and Health Mining Program conducts research to develop and implement monitoring methods for respirable crystalline silica exposure in mining environments. A key component of this work is the Rapid Quartz Analysis (RQA) approach, which uses portable Fourier Transform Infrared spectroscopy to measure crystalline silica in respirable dust samples and support mine operators in protecting worker health.

Thermo Fisher Scientific is one of the four major manufacturers of portable Fourier Transform Infrared spectrometers. The program currently utilizes Thermo Fisher Scientific spectrometers; however, these instruments are older models that are approaching manufacturer end-of-life and are no longer fully supported for service. In addition, stakeholders implementing the RQA approach who purchase from Thermo will purchase the new instrument models since the older models have been discontinued. Additionally, the existing National Institute for Occupational Safety and Health-developed data processing tools are not compatible with updated software platforms. Acquisition of the Nicolet Summit X FTIR spectrometer is required to maintain compatibility with current instrumentation, ensure continuity of research capabilities, and support stakeholder needs.

SECTION 2 – PURPOSE/OBJECTIVE

The purpose of this acquisition is to procure a Nicolet Summit X Fourier Transform Infrared spectrometer and associated components to support ongoing research and stakeholder implementation of the Rapid Quartz Analysis monitoring approach. The objective is to provide the National Institute for Occupational Safety and Health with current-generation instrumentation that is compatible with modern software platforms, supports development and validation of analytical methods, and enables continued support of mine operators and stakeholders implementing respirable crystalline silica monitoring technologies.

SECTION 3 – SCOPE OF WORK

The contractor shall provide one Nicolet Summit X Fourier Transform Infrared spectrometer, including all required hardware, software, and accessories necessary for operation. The contractor shall ensure that the system is fully functional, compatible with current operating systems and software, and suitable for analysis of respirable dust samples in support of the Rapid Quartz Analysis method.

The scope of work includes delivery of the instrument, installation (if required), and provision of all standard documentation, licenses, and warranties. The contractor shall ensure that the equipment meets manufacturer specifications and is delivered in new condition.

The scope is limited to the provision of the instrument and associated components and does not include ongoing analytical services beyond installation and initial support.

SECTION 4 – TASKS TO BE PERFORMED

Task 1: Equipment Provision and Delivery

1.The contractor shall provide

a.NICOLET SUMMIT X FTIR SPECTROMETER

i. LightDrive Optical Engine technology
ii. Single-point source with non-migrating hotspot (10-year warranty)
iii. Interferometer with KBr/Ge coated beamsplitter and dynamic alignment,
iv. 7800-350 cm-1 (10-year warranty)
v. Solid-state, temperature controlled diode laser (10-year warranty)
vi. High-Performance - Deuterated Triglycine Sulfate (DTGS) detector
vii.Integrated LightBar for visual feedback on pass/fail results
viii.Desiccated optical compartment sealed in a Al alloy chassis
ix. Integrated heat and humidity electronic sensors to protect the bench from potential damage due to extreme environments
xi. Auto-align energy optimization
xii. Factory verified specifications, including:
xiii. 1 minute signal to noise of better than 35,000:1
xiv. 0.6 cm-1 standard resolution
xv. System Performance Verification (SPV) kit to automatically monitor system status including:

1.~ Hardware Diagnostics
2.~ Performance Verification based on ASTM E1421
3.~ Internal 1.5 MIL (38 micron) NIST traceable polystyrene (supplied with certificate)

2. OMNIC Paradigm Desktop Software includes these standard features:

a. Dashboard/Home screen for quick access of recent work.
b. Visual, drag and drop workflow creator with example templatesc.
c. Live displays of data collection and spectral data previewd.
d. Connectivity to OMNIC Anywhere cloud-based applicatione.
e. Smart Background features cuts analysis time by 50%f.
f. ATR Crystal Clean Detection provides visual indication of crystal cleanlinessg.
g. Advanced instrument health information tracking (optional)h.
h. Software updates available for download onlinei.
i. Flexible, one-click library creationj.
j. Pre-defined reporting templates exportable to Microsoft Office Suitek.
k. Multi-component search functionalityl.
l. Includes Pharmacopeia workflows (Ph. Eur., USP, JP, CP)m.

m. Full spectral processing and analysis tools (baseline correction, spectral math, peak area, peak height, etc…)
n. Qcheck correlation for QA/QC data analysis
o. TQ EZ for quantification method development and prediction (Measure Only, Similarity Match, Beer`s Law, and CLS)
p. Automated workflow creator based on user behavior
q. Includes over 5,000 library spectra of a variety of materials
r. Free upgrades included for the first 12-months
s. Includes one copy of Paradigm workstation software
t. OMNIC Paradigm Touchscreen Software includes these standard features:
u. Multi-point, ultra-responsive software interface
v. Simplified visual layout for streamlined application analysis
w. Push-button simplicity to run dedicated workflows and analyses
x. Spectral viewer with basic processing tools (i.e. peak area)

3. iD1 Transmission Accessory for the Nicolet Summit
   a. Holds a wide variety of transmission accessories
   b. Fits gas cells and cuvettes up to 10 cm

4. Nicolet Summit Hard-Sided Shipping Case

Task 2: Installation and Setup

1. The contractor shall install the instrument at the Government facility, if required.
2. The contractor shall ensure the instrument is fully operational upon installation.
3. The contractor shall verify proper system performance in accordance with manufacturer specifications.

Task 3: Documentation and Warranty

1. The contractor shall provide all user manuals, software documentation, and technical specifications.
2. The contractor shall provide applicable software licenses.
3. The contractor shall provide manufacturer warranty information and support details

SECTION 5 – GOVERNMENT FURNISHED PROPERTY

No Government Furnished Property will be provided under this contract.

SECTION 6 – PLACE OF PERFORMANCE AND CONTRACT SUPPORT HOURS

SUBSECTION A – PLACE OF PERFORMANCE

Work under this contract shall be performed at the Government facility located at the CDC-NIOSH facility, 626 Cochrans Mill Rd, Pittsburgh PA 15236 USA, where the equipment will be delivered and installed.

SUBSECTION B – CONTRACT SUPPORT HOURS

The contractor shall perform delivery and installation activities during normal business hours, defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding Federal holidays, unless otherwise coordinated with the Contracting Officer's Representative.

SUBSECTION C- Observance of Legal Holidays and Administrative Leave

Holidays-Government personnel observe the following listed days as holidays:

Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Christmas Day
New Year's Day
Columbus Day
Martin Luther King Day
Any other day designated by Federal Statue
Any other day designated by Executive Order
Any other day designated by Presidential proclamation

SECTION 7 – TRAVEL

Travel will be in accordance with / and not to exceed the Federal Travel Regulation rates. Travel costs need to be approved in advance by the COR. The contractor shall be required to provide their travel policy to the Government for review.

Travel does [not] include conferences. Conference Approval Management Systems (CAMS) approval is required in advance of any travel for conferences. If the need for conference travel occurs, the contract will be modified to separately add funding.

Travel is not included in the scope of this contract.

SECTION 8 – DELIVERABLES/REPORTING SCHEDULE

Task	Deliverable	Quantity/Format	Due Date	Deliver To
Task 1	FTIR Instrument and Components	Physical delivery	Within 60 calendar days of award	Project POC, COR
Task 2	Installed and Operational System	Completed installation	Within 10 business days of delivery	Project POC, COR
Task 3	Documentation	Electronic and	At time of	Project POC,

	and Software	hard copy	delivery	COR
Task 4	Warranty Documentation	Electronic	At time of delivery	Project POC, COR

Acceptance Criteria: Equipment shall be accepted upon verification that it meets manufacturer specifications and is fully operational.

SECTION 9 – REFERENCE MATERIALS

Manufacturer specifications and technical documentation for the Nicolet Summit X FTIR spectrometer shall be used as the primary reference for performance and acceptance.

SECTION 10 – MINIMUM VENDOR QUALIFICATIONS

The contractor shall be an authorized manufacturer or distributor of the Nicolet Summit X Fourier Transform Infrared spectrometer. The contractor shall be capable of providing manufacturer-certified equipment, installation (if applicable), and warranty support.

SECTION 11 – ADDITIONAL REQUIREMENTS

Information Security and Privacy

Section V.3, Other IT Procurements: Information Technology Application Design, Development, or Support

a. The Contractor (and/or any subcontractor) must ensure IT applications designed and developedfor end users (including mobile applications and software licenses) run in the standard user context withoutrequiring elevated administrative privileges.

b. The Contractor must consult the guidelines from NIST SP 800-160 volume 1, Systems SecurityEngineering: Considerations for a Multidisciplinary Approach in the Engineering of Trustworthy SecureSystems, NIST SP 800-160 volume 2, Systems Security Engineering: Considerations for aMultidisciplinary Approach in the Engineering of Trustworthy Secure Systems, and NIST SP 800-53 toimplement security during the development of all applications and throughout the life cycle stages ofsoftware development.

c. The Contractor (and/or any subcontractor) must follow secure coding best practice requirements,as directed by United States Computer Emergency Readiness Team (US- CERT) specified standards, theOpen Web Application Security Project (OWASP), System Admin, Audit, Network and Security (SANS),HHS Policy for Software Development Secure Coding Practices, and CDC Secure Software DevelopmentStandard that will limit system software vulnerability exploits.

d.The Contractor (and/or any subcontractor) must ensure that computer software developed onbehalf of CDC or tailored from an open-source product, is fully functional and operates

correctly onsystems configured in accordance with government policy and federal configuration standards. Thecontractor must test applicable products and versions with all relevant and current updates and patchesupdated prior to installing in the CDC environment. No sensitive data must be used during software testing.

e.The Contractor must, at a minimum, segregate physically or logically, all test and developmentsystems from production systems as applicable in accordance with the HHS Standard for Segregation ofDev/Test Environments from Production.

f.The Contractor (and/or any subcontractor) must protect information that is deemed sensitive fromunauthorized disclosure to persons, organizations or subcontractors who do not have a need to know theinformation. Information which, either alone or when compared with other reasonably availableinformation, is deemed sensitive or proprietary by CDC must be protected as instructed in accordance withthe magnitude of the loss or harm that could result from inadvertent or deliberate disclosure, alteration, ordestruction of the data. This language also applies to all subcontractors that are performing under thiscontract.

Section 508 Compliance

Part A – Provision

Reference HHSAR 352.239-73[8] Electronic Information and [Communication] Technology Accessibility Notice.

(Deviation)

(a) Any offeror responding to this solicitation must comply with established HHS Information andCommunication Technology (ICT) accessibility standards. Information about Section 508 is availableat 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'sdetermination whether proposed ICT supplies, products, platforms, information, and documentation meetapplicable Section 508 accessibility standards, offerors must submit an appropriate HHS Section 508Accessibility Conformance Checklist (see https://www.hhs.gov/web/section-508/accessibility-checklists/index.html) or an Accessibility Conformance Report (ACR) (based on the Voluntary ProductAccessibility 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 islater 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 describedaccessibility standards, remediation of the supplies, products, platforms, information, documentation, orservices support to the level of conformance specified in the contract will be the responsibility of theContractor at its expense.

(d)In order to facilitate the Government's determination whether proposed ICT supplies meet applicableSection 508 accessibility standards, offerors must submit an Accessibility Conformance Report, inaccordance with its completion instructions and tailored to the requirements in the solicitation. Thepurpose of the Report is to assist HHS acquisition and program officials in determining whether proposedICT supplies conform to applicable Section 508 accessibility standards. The template allows offerors ordevelopers to self-evaluate their supplies and document, in detail, whether they conform to a specificSection 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 thatthe ICT services conform to Section 508 accessibility standards, including any underway remediationefforts addressing conformance issues.

(f)Respondents to this solicitation must identify any inability to conform to Section 508 requirements. If anofferor claims its supplies or services meet applicable Section 508 accessibility standards, and it is laterdetermined by the Government, i.e., after award of a contract or order, that supplies or services delivereddo not conform to the described accessibility standards, remediation of the supplies or services to the levelof 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 forvarious formats are available at http://508.hhs.gov/. Materials, other than items incidental to contractmanagement, that are final items for delivery should be accompanied by the appropriate checklist, exceptupon approval of the Contracting Officer or Contracting Officer's Representative.

OTHER CONSIDERATIONS AND ADDITIONAL INFORMATION FOR OFFICE OF ACQUISITION SERVICES

SECTION 1 – PROPOSED CONTRACT TYPE

Firm-Fixed-Price (FFP)**.**

Requirement is being submitted as a sole source, sole source contractor is Thermo Electron North America LLC, Contractor POC: Lauren Ostopowicz, (717) 434-8958, lauren.ostopowicz@thermofisher.com

SECTION 2 – OPTIONAL SPECIAL CONSIDERATIONS

SUBSECTION A – PAYMENT CLAUSES

Payment under this contract shall be made on a firm-fixed-price basis for the purchase, delivery, and installation (if applicable) of the Nicolet Summit X Fourier Transform Infrared spectrometer and associated components.

The contractor shall submit an invoice after delivery and Government acceptance of the equipment. Acceptance shall be determined by the Contracting Officer's Representative based on verification that the equipment is delivered, installed (if applicable), and fully operational in accordance with manufacturer specifications and contract requirements.

Invoices shall include, at a minimum, the contract number, description of equipment provided, total amount due, and date of delivery. Payment shall be made in accordance with the Prompt Payment Act and applicable Federal regulations.

Partial payments and advance payments are not authorized under this contract.

SUBSECTION B – DATA RIGHTS CLAUSES

This acquisition is for a commercial off-the-shelf instrument. Data rights shall be governed by Federal Acquisition Regulation 52.227-14, Rights in Data – General, as applicable.

All documentation provided with the instrument, including user manuals, software documentation, and technical specifications, shall be delivered with rights sufficient for the Government to install, operate, maintain, and use the equipment for Government purposes.

Proprietary software and documentation provided by the manufacturer shall remain subject to standard commercial license terms. The Government shall receive appropriate licenses to use the software necessary to operate the instrument but shall not acquire ownership of proprietary software or vendor-developed intellectual property.

No Government-generated data rights are anticipated under this contract.

SECTION 3 – EVALUATION FACTORS

This requirement is being pursued as a sole source acquisition. Evaluation factors are not applicable.

SUBSECTION A – TECHNICAL

N/A

SUBSECTION B – PROCUREMENT POINT OF CONTACT (POC) INFORMATION

COR/POC: Teresa Barone / Rachel L. T. Walker
Telephone Number: Teresa: 412.386.6768 / Rachel L. T. Walker:
412-386-6107 E-mail Address: Teresa: wqu2@cdc.gov / Rachel L.
T. Walker: oul1@cdc.gov Preferred method of communication:
email

SECTION C CLAUSES

FAR SOURCE	TITLE AND DATE
52.204-13	System for Award Management Maintenance (Oct 2018)
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)
52.212-4	Contract Terms and Conditions- Commercial Items (Nov2023)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Contractors (Mar 2023)
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)
352.223-70	Safety and Health (Dec 2015)
352.239-71	Security Requirements for Information Technology Resources (Feb 2024)
352.239-72	Information Technology Security Plan and Accreditation (Feb 2024)
352.239-74	Electronic and Information Technology Accessibility (Dec 2015)
352.239-78	Information and Communication Technology Accessibility Notice (Feb 2024
352.239-79	Information and Communication Technology Accessibility (Feb 2024)
352.204-73	Contractor Personnel Security and Agency Access

FAR 52.252-1 - Solicitation Provisions Incorporated by Reference.

As prescribed in 52.107(a), insert the following provision:

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
https://www.acquisition.gov/browse/index/far

(End of provision)

52.212-4 Terms and Conditions—Commercial Products and Commercial Services.
As prescribed in 12.205(b)(3), insert the following clause:

Terms and Conditions—Commercial Products and Commercial Services (Deviation Date)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) Interest.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements),

execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(u) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

HHSAR 352.232-71

As prescribed in HHSAR 332.7003, use the following clause:

Electronic Submission of Payment Requests

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

Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at *www.ipp.gov* or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.
(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of Clause)

SECTION G-CONTRACT ADMINISTRATION DATA

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

Section H – Special Contract Requirements

CDCH.08 Smoke Free Working Environment (May 2009)

In compliance with Department of Health and Human Services (DHHS) regulations, all

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

H.6 CDCH.12 Observance of Legal Holidays and Unscheduled Facility Closures (on-site Performance) (Jan 2026)

(a) Holidays – The Government observes the holidays as listed by the Office of Personnel Management, as well as:

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by Presidential proclamation
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day
New Year's Day
Columbus Day
Martin Luther King Day

For purposes of contract performance, the Contractor shall observe the above holidays on the date observed by the Government. Observance of such days shall not be cause for an additional period of performance or entitlement to compensation except as otherwise set forth in the contract. No form of holiday or other premium compensation will be reimbursed; however authorized in advance and in writing by the Contracting Officer.

(b) Unscheduled Facility Closures

In the event Government facilities are closed due to inclement weather, potentially hazardous or unsafe conditions, or other special circumstances, contractor personnel assigned to work within those facilities are automatically dismissed. Notwithstanding the terms herein, the contractor shall comply with any specific contract terms that require a level of ongoing support for critical operations during times of facility closure. The contractor may also continue to provide support under a scheduled telework arrangement in accordance with the terms of the contract if the contract expressly authorizes telework in writing.
(c) Cost Impact

Accounting for costs associated with an unscheduled facility closure is unique to each contract, but the contractor shall mitigate costs to the degree it is reasonably possibl

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 shouldat 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 nonpublic 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". 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. The contractor is limited to performing the services identified in the contract statement of work and shall not interpret any communication with anyone as a permissible change in contract scope or as authorization to perform work not described in the contract. All contract changes will be incorporated by a modification signed by the Contracting Officer.

(c) The Contractor shall ensure that all of 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 the terms herein shall be included in all subcontracts at any tier.

(d) The terms and 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.
(End of Clause)

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.