AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
J	1		48

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0001	09 JUL 2026		

6. ISSUED BY CODE W81K00

W40M MRC0 WEST
MEDICAL READINESS CONTR OFFICE WEST, 3160 MCINDOE BLDG1103
JBSA FT SAM HOUSTON, TX 78234-4504
UNITED STATES
WAYNE THOMPSON, EMAIL: WAYNE.V.THOMPSON3.CIV@HEALTH.MIL
TELEPHONE: 210-221-5022

7. ADMINISTERED BY *(If other than Item 6)* CODE

SCD: PAS:

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

CODE FACILITY CODE

(X)	
☒	9A. AMENDMENT OF SOLICITATION NUMBER W81K0026RA037
	9B. DATED *(SEE ITEM 11)* 15 JUN 2026
☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
	10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

SEE CONTINUATION

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Answers to Solicitation Questions

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JAMES M. DAVIS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	09 JUL 2026

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

List of Contract Documents, Exhibits, or Attachments

Miscellaneous text in this section has been modified to:

Performance Work Statement

(Includes associated Performance Requirements Summary (PRS)

PERFORMANCE WORK STATEMENT (PWS)

OCCUPATIONAL MEDICAL EXAMINATIONS AND EVALUATIONS

16 January 2026

Part 1

General Information

1. General: The Contractor shall perform preventive, scheduled occupational medical surveillance examinations and other special occupational medical evaluations in support of designated Local National (LN) employees of the U.S. Army in Europe (USAREUR), but not limited to, in accordance with the enclosed Performance Work Statement (PWS).

1.1 Non-Personal Services & Contractor Autonomy: This is a non-personal services contract as defined in FAR 37.101. The personnel rendering the services are employees of the Contractor, not the U.S. Government, and are not subject to the supervision and control usually prevailing in relationships between the Government and its employees. The Government will evaluate the quality of services provided against the standards and deliverables defined in this PWS, but it shall retain no control over the specific medical judgments, diagnoses, or treatment decisions made by the Contractor's licensed medical professionals.

1.2. **Governing Law and Standards of Care:** All medical and occupational health services performed under this contract shall comply with the laws, regulations, and established professional standards of care of the Federal Republic of Germany. This includes, but is not limited to, the

Arbeitsschutzgesetz (Occupational Safety and Health Act), the regulations of the German Social Accident Insurance (DGUV), and the professional codes of conduct for physicians. Where a conflict arises between German professional standards and U.S. Government administrative requirements, the Contractor shall notify the Contracting Officer immediately for resolution.

1.3. Indemnification and Liability: The Contractor shall indemnify the U.S. Government for any liability-producing act or omission by the Contractor, its employees, and its agents occurring during contract performance.

1.4. Mandatory Medical Liability Insurance (*Berufshaftpflichtversicherung*):

a. The Contractor shall, at its own expense, procure and maintain throughout the entire period of this contract, professional medical liability insurance (*Berufshaftpflichtversicherung*) that is valid and enforceable in Germany.

b. The coverage amount must be acceptable to the Contracting Officer and shall not be less than the amount normally prevailing within the German medical community for a provider of this scope and scale.

c. The Contractor shall provide the Contracting Officer with an authenticated copy of the insurance policy, in English, prior to the start of contract performance and upon each renewal.

1.5. Subcontractor Compliance: In accordance with FAR 52.237-7, the Contractor is required to ensure that all of its subcontracts for the provision of health care services (e.g., external laboratories, partner radiology clinics) contain the requirements of this clause, including the mandatory maintenance of their own separate medical liability insurance. The Prime Contractor shall be responsible for verifying the compliance of its subcontractors.

1.6 Scope:

1.6. Scope & Governing Regulations:

1.6.1. General Scope: The Contractor shall provide medical examination facilities, management and supervision, administration, personnel, transportation, tools, equipment and materials. Key additional customers contemplated: US Air Force (USAF), Defense Logistics Agency (DLA), US Army Corp of Engineers (USACE), and the Defense Health Agency (DHA). This is not an all-inclusive list, the largest of these, DHA, is already significantly covered under the current estimated number provided within this PWS.

1.6.2. Hierarchy of Governing German Regulations: The Contractor's performance shall be governed by the following German legal and regulatory framework, listed in order of precedence:

a. Primary Federal Laws:

1. Occupational Safety and Health Act (Arbeitsschutzgesetz - ArbSchG): The primary federal law establishing the fundamental health and safety obligations of the employer.

2. Occupational Safety Act (Arbeitssicherheitsgesetz - ASiG): The law mandating the appointment of Company Physicians (*Betriebsarzte*) and Safety Specialists (*Fachkrafte fur Arbeitssicherheit*).

b. Federal Ordinances:

1. Ordinance on Occupational Medical Care (Verordnung zur arbeitsmedizinischen Vorsorge - ArbMedVV): The key ordinance defining the types of preventive occupational health examinations (*Pflichtvorsorge, Angebotsvorsorge*), their triggers, and the associated duties.

c. Social Accident Insurance Regulations (DGUV):

1. DGUV Vorschrift 2 (Arzte und Fachkrafte fur Arbeitssicherheit): (Supersedes BGV A4) The critical operational regulation from the German Social Accident Insurance that defines the specific models and calculation methods for providing basic occupational care (*Grundbetreuung*).

d. Professional Principles & Guidelines:

1. DGUV Principles for Occupational Medical Examinations (DGUV Grundsatze fur arbeitsmedizinische Untersuchungen): The professional guidelines (e.g., "G-Exams") that provide the medical basis and scope for specific examinations (e.g., G-37, G-20).

1.6.3. U.S. Government References: While German law provides the standard of care, the Contractor shall also be familiar with Army in Europe Regulation (AER) 40-11 (or its most current successor, provided as Technical Exhibit 1) for context on U.S. Army-specific procedures and policies. In any case of conflict between AER 40-11 and German federal law, German law shall take precedence for all medical and safety standards. The Contractor shall immediately notify the Contracting Officer if any such conflict is identified.

1.6.4. The Contractor shall provide medical examination facilities, management and supervision, administration, personnel, transportation, tools, equipment and materials to execute This effort may be expanded to include other branches of services and DOD components operating within Germany. Key additional customers contemplated: US Air Force (USAF), Defense Logistics Agency (DLA), US Army Corp of Engineers (USACE), and the Defense Health Agency (DHA). This is not an all-inclusive list, the largest of these, DHA, is already significantly covered under the current estimated number provided within this PWS.

1.7 Objectives:

1.7.1 The primary objectives of this Occupational Health Program are to:

a. Ensure Legal & Regulatory Compliance: Guarantee that USAREUR-AF fully meets its legal obligations as an employer under all applicable German federal and state occupational health and safety laws.

b. Protect Workforce Health: Proactively identify and mitigate workplace health risks to prevent occupational illnesses and injuries among the 9,000 LN employees.

c. Maintain Mission Readiness: Ensure the LN workforce is medically fit and available to perform their duties, thereby supporting the operational readiness of the U.S. Army in Europe and Africa.

d. Provide Seamless Bilingual Communication: Establish a clear, efficient, and fully bilingual communication system for all stakeholders, from individual employees to US Army leadership.

1.7.2 Key Program Requirements:

1.7.2.1. Bilingual Service & Documentation:

a. Verbal Communication: The Contractor shall provide a central point of contact (e.g., an Account Manager or a dedicated customer service team) capable of communicating fluently in both German and English to resolve administrative and contractual inquiries from the Contracting Officer's Representative (COR). Individual clinic and administrative staff who interact with employees may operate primarily in German, but a clear escalation path for English-language support must be provided.

b. Written Documentation: All key deliverables and employee-facing documents must be provided in a bilingual German/English format. *This includes, but is not limited to:*

1. The final Certificate of Fitness (*Vorsorgebescheinigung*).

2. Any formal reports or summaries provided to the employee.

3. All strategic and performance reports delivered to the COR and US Army leadership.

c. The German-language text shall be considered the legally binding version for the employee, while the English text is for U.S. Government administrative and informational purposes.

1.7.2.2. Appointment Scheduling & Management:

The Contractor shall establish and maintain a centralized system for managing all appointment requests for the 9,000 employees covered under this contract. This system must provide a clear and accessible process, in English and German, for designated US Army supervisors or administrative personnel to request examinations (e.g., via a dedicated email portal or web-based system) and to receive timely confirmation of scheduled appointments.

1.8 General Information:

1.8.1 Quality Control Plan (QCP): This is a contract for commercial services, and the Government intends to rely on the Contractor's existing quality management practices. In accordance with FAR 12.208, the Contractor shall provide services that meet the commercial standard of quality established in the marketplace and the specific performance requirements of

this PWS. The Government will not require the Contractor to create a separate, government-specific Quality Control Plan (QCP).

1.8.1.1 Contractor's Quality System As part of its proposal, the Contractor shall provide documentation of its existing commercial quality system to the contracting officer and the contracting officer's representative (COR). This may include but is not limited to:

1.8.1.1.1 A valid ISO 9001 certification (or equivalent quality management certification. The Contractor's internal Quality Manual or equivalent documentation describing their commercial quality practices.

1.8.1.1.2 The Contractor shall also provide a brief narrative explaining how its existing quality system will be used to monitor its performance against the specific requirements and deliverables outlined in this PWS. This narrative should describe how the Contractor's system addresses key areas such as:

1.8.1.1.2.1 Ensuring the timeliness of appointments and reports.

1.8.1.1.2.2 Verifying personnel qualifications and certifications.

1.8.1.1.2.3 Monitoring customer satisfaction.

1.8.1.1.2.4 Implementing corrective actions to resolve service deficiencies.

1.8.1.1.3 The Government will evaluate the Contractor's ubmitted quality system documentation to determine its suitability and acceptability for meeting the requirements of the contract. The Government will not require the Contractor to create a separate, government-specific Quality Control Plan (QCP).

1.8.1.1.4 An Analysis of Quality Control and Timeliness of Submittals shall be provided to the COR within 30 days upon completion of each option period or Task Order. **(Deliverable #1)**

1.8.1.1.5 The Contractor shall inform the COR via e-mail of issues or potential issues that might affect the performance within forty-eight (48) hours of identifying those issues. E-mail notifications of these issues or potential issues shall be followed up by written reports within five (5) days **(Deliverable #2)**

1.8.2 Quality Assurance: The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the acceptable quality levels (performance thresholds).

1.8.3 Recognized Holidays: The following provides information on recognized holidays for the purpose of the PWS. If submittal of any documentation (e.g. deliverables, submittals, etc.) deadlines fall on a holiday, the closest workday prior to the holiday will apply as the deadline for submittal.

1.8.3.1 U.S. Holidays:

Work shall not be performed on U.S. federally recognized holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer. When a U.S. holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

New Year's Day January 1st

M. L. King Memorial Day 3rd Monday in Jan

Presidents' Day 3rd Monday in February

Memorial Day last Monday in May

Juneteenth June 19th

Independence Day July 4th

Labor Day 1st Monday in September

Columbus Day 2nd Monday in October

Veteran's Day November 11th

Thanksgiving Day 4th Thursday in November

Christmas Day December 25th

1.8.3.2 Host Nation Holidays: Work shall not be performed on local Host Nation holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer.

New Year's Eve

New Year's Day

Holy Three Kings (AKA Epiphany only for the states of Bayern and Baden-Wuerttemberg)

Good Friday

Easter Monday

Labor Day

Ascension Day

Whit Monday

Corpus Christi (only for the states of Baden-Wuerttemberg, Bayern, Hessen, Nordrhein-Westfalen, Rheinland-Pfalz, and Saarland)

Feast of Peace (only in Augsburg)

Assumption Day (only for the states of Bayern and Saarland)

Day of German Unity

All Saints Day (only for the states of Baden-Wuerttemberg, Bayern, Nordrhein-Westfalen, Rheinland-Pfalz, and Saarland)

1st and 2nd Christmas Day

1.8.4 Operating Hours: The Government facility office hours, facility operating hours, and the Contractor support hour requirements often coincide, however, they may differ. Please refer to the following.

1.8.4.1 Government Administrative Hours & COR Availability:

1.8.4.1.1 The U.S. Government's core administrative hours for contract management and oversight are 0700 to 1530 hours, Central European Time (CET), Monday through Friday, excluding the U.S. Federal holidays listed in section 1.8.4.2.

1.8.4.1.2 The Contracting Officer (KO) and Contracting Officer's Representative (COR) will be available for routine communication, meetings, and administrative actions during these hours.

1.8.4.1.3 In the event of a U.S. Government administrative closing (e.g., due to weather or security measures), the COR will notify the Contractor's primary Point of Contact. This will not affect the Contractor's requirement to perform services at their own facilities unless otherwise directed by the Contracting Officer.

1.8.4.1.4 Installation Access Hours for On-Site Services**1.8.4.1.4.1** For any services to be performed on the U.S. Government installation, Contractor personnel and vehicles will be granted access during the installation's normal operating hours.

1.8.4.1.4.2 Standard access hours for contractor personnel are generally [e.g., 0700 to 1800 hours, Monday through Friday], excluding U.S. Federal holidays.

1.8.4.1.4.3 The Contractor must coordinate any required access outside of these standard hours with the COR at least [e.g., 72 hours] in advance. Access is not guaranteed and is subject to installation command approval.

1.8.4.1.4.4 The Contractor is required to comply with any changes to installation access hours or conditions as directed by the installation command for local or national emergencies, changes in Force Protection Condition (FPCON), or other security-related events.

1.8.4.2 Government Facility Operating Hours: The Government facility operating hours occur between the hours of 0800 to 1600 Monday through Friday. The Government facility is open for operations during the recognized U.S. Holidays identified in paragraph 1.8.3.2 above. The Government facility may close due to local or national emergencies, administrative closings, or similar Government directed facility closings and will be communicated by the Contracting Officer to the Contractor.

1.8.4.3 Contractor Support Hours: The Contractor shall provide support between the hours of The Contractor shall provide support between the hours of 0800 until 1700 hours Monday through Friday. In case he/she is not reachable by phone, measures must be taken to ensure a call back to the COR within 1 business day. Monday through Friday except U.S. Holidays identified in paragraph 1.8.3.2 above or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.8.4.3.1 Contractor Work Plan: Reserved

1.8.5 Training Holidays: USAREUR has historically granted military personnel training holidays as compensation for time that they spent in field training. These are typically combined with regular holiday leave schedules (for example, Christmas half days or day on day off schedules). Training holidays may affect access to military operated facilities. If scheduled work or access to facilities is required, coordination with occupants will be necessary or the work in affected facilities shall be rescheduled after the training holiday.

1.8.6 Place of Performance: Place of Performance shall be all Contractor's examination facilities identified and listed by the Contractor.

1.9 Security Requirements: The following information is provided on security related matters.

1.9.1 Security Program: Contract personnel may be granted access to U.S. Army worksites and installations for official business, with the appropriate coordination of the PHCE Occupational Health Offices. The security requirements are IAW with the DoD Contract Security Classification Specification (DD Form 254), which is currently accessible at the following link: http://www.dtic.mil /whs/directives/forms/eforms/dd0254.pdf

1.9.2 Personnel Security Clearance Requirements: Contractor personnel performing work under this contract do not require an active personnel security clearance. The Contractor employees and subcontractor employees performing services under this contract will be performing services in the Contractor's own facilities.

1.9.3 Installation Access: Access and General Protection/Security Policy and Procedures. Contractor and all associated sub-Contractors' personnel (if any) shall comply with applicable

installation, facility and area commander installation/facility access and local security policies and procedures provided by the COR. The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor personnel shall comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

The Contractor shall be aware of and comply with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control System (IACS) processing requirements.

The Contractor shall return installation passes to the issuing IACS office when the contract is completed or when a Contractor employee no longer requires access.

1.9.3.1 Installation Pass Log: There is no requirement for a Pass log as Contractor will be completing duties within own facilities.

1.9.3.2 Individual Termination or Expiration of Employment: The Contractor shall collect the installation access passes the same day access granted for any installation and shall return them to the issuing office or COR the same day.

1.9.3.3 Contract Termination or Cancellation: Upon termination or cancellation of this contract, the Contractor shall collect all outstanding installation access passes and return them to the issuing office within 3 days.

1.9.3.4 Common Access Cards (CAC) and CAC Log: The Contractor will not need access to Common Access Cards for this contract.

1.9.4 Background Checks: Background checks for installation access are only required for personnel who will perform work on-site.

1.9.4.1 U.S. Citizen: Contractors will not work with or teach youth under the age of 18 years old and are not subject to U.S host nation background checks.

1.9.5 Physical Security: The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use IAW the Army Physical Security Program (AR 190-13)

1.9.6 Operations Security (OPSEC) Requirements: All Contractor personnel shall meet local site requirements for Base Access.

1.10 Post Award Conference/Periodic Progress Meetings: The Contractor must attend any post-award conference held by the Government, as per FAR Subpart 42.5. Periodically, the

Contracting Officer, COR, and other Government personnel may meet with the Contractor to review performance. In these meetings, the Contracting Officer will provide the Government's performance assessment, and the Contractor will report any problems. The parties will then take appropriate action to resolve all outstanding issues. The Government shall not be charged any additional costs for these meetings.

1.10.1 The Contractor's designated Contract Manager and or its Alternate shall meet quarterly with the designated U.S. Army Occupational Health Consultant and the COR, to discuss problem areas and track contract compliance by all parties or as agreed upon by all parties. The Contractor will be compensated for the attendance to the quarterly meetings on an hourly basis, sixty (60) minutes periods or the fraction thereof. Travel time shall not be allowable.

1.10.2 Invitation and participation to the quarterly meeting may be extended to representatives of the Severely Handicapped Employee (SHE) and the Local National Employees Works Council, in accordance with Army Regulation AEA 40-11; G-1 Civilian Personnel Directorate (CPD); Commands Labor Advisors; IMCOM Safety, as well as USAREUR Safety.

1.11 Contracting Officer's Representative (COR): As determined by the Contracting Officer, a COR will be appointed and identified by letter of designation, a copy of which will be provided to the Contractor by the Contracting Officer. The designation letter states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is not authorized to obligate the Government. If the work is not written in the contract, the COR is not authorized to request new work. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance, maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, including Government drawings, designs, specifications, monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies, coordinate availability of Government property, and coordinate site entry of Contractor personnel.

1.12 Key Personnel: Key personnel, general duties, and their required qualifications are listed below. The Contractor shall provide in writing the names of the key personnel along with a Curriculum Vitae (CV) for each of these individuals to the Contracting Officer no later than five (5) working days after the contract award.

a. Contract/Program Manager and Alternate Contract/Program Manager: Contract /Program Manager (CM)/(PM) and Alternate Contract/Program Manager (ACM)/(APM): shall be responsible for the performance of the work. The Contract/Program Manager and Alternate Contract/Program Manager shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contract Manager or Alternate Contract Manager shall be available between 0800-1700, Monday through Friday with exception of the holidays listed in paragraphs 1.5.3.1 and 1.5.3.2. Qualifications required are listed below:

CM and ACM: University degree in Law, Business Law, Engineering, Economics, or Business Administration, a minimum of three (3) years of experience in contract management within the past ten (10) years, and a minimum of C2 proficiency in speaking, reading, writing, and understanding both German and English.

PM and APM: An academic degree in engineering, economics, business administration, or health care management, a minimum of five (5) years of experience in program management within the past ten (10) years, and a minimum of C2 proficiency in speaking, reading, writing, and understanding both German and English.

b. Technical Representative. Supervising Occupational Medicine Physician: The Contractor shall designate a supervising occupational medicine physician as the point of contact for coordination, interpretation, and discussion of German occupational health requirements. This physician must be fully licensed to practice medicine in the Federal Republic of Germany and possess current specialization in Occupational Medicine (Arbeitsmedizin) or the additional qualification of Workplace Medicine (Betriebsmedizin) and have a minimum of C2 proficiency in speaking, reading, writing, and understanding both German and English.

1.14 Data Rights: RESERVED

1.15 Non-Disclosure Requirements: Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. The Contractor and Contractor personnel shall not divulge or release data or information developed, or obtained under performance of this PWS, except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as specified in this PWS. All documentation showing individual names or other personal information shall be controlled and protected under the provisions of the Privacy Act of 1974, Public Law 93-579, 5 United States Code (U.S.C.) Section 552a.

1.16 Protection of Government and Contract Information: Per Public Use Notice of Limitations stated by Defense imagery Management operations Center and contained at www.dimoc.mil /resources/limitations/ , the Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any hard copy or digital marketing tools to include its company website.

1.17 Non-Disclosure Statements: Reserved

1.21 Organizational Conflict of Interest (OCI): Reserved

1.22 Phase In /Phase Out Period: To minimize decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the

30-day phase in/ phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date.

1.23 Safety: Contractor personnel will be escorted on any installation in which they are performing functions, all escort rules/regulations will be briefed upon entry to the installation.

1.24 Host Nation Safety Laws and Regulations: RESERVED

1.25 Environmental Compliance: RESERVED

1.26 Required Training: RESERVED

1.27 Authorization to Perform Services in Germany

1.27.1. General Requirement and Contractor Responsibility

The Contractor shall be solely responsible for obtaining and maintaining all licenses, permits, registrations, and legal authorizations required to perform the services specified in this PWS within the Federal Republic of Germany. The Contractor warrants that it is, and will remain for the life of the contract, in full compliance with all German federal and state laws governing business operations, employment, and the provision of medical services.

1.27.1.2. Business Registration

The Contractor must be legally registered to do business in Germany. This includes, but is not limited to, registration in the German Commercial Register (*Handelsregister*) and registration for tax purposes with the appropriate German financial authorities (*Finanzamt*).

1.27.1.3. Employee Work and Residence Permits

a. The Contractor is solely responsible for ensuring all its employees and any subcontractor employees possess the legal right to work in Germany.

b. For any employee who is not a national of a European Union (EU) or European Economic Area (EEA) member state, or who does not otherwise have the right to work in Germany, the Contractor shall be responsible for securing all necessary work and residence permits (*Arbeits- und Aufenthaltstitel*) from the German authorities.
c. The U.S. Government shall not provide logistical support, sponsorship, or assistance in obtaining these permits. The protections and assimilated status provided under the NATO Status of Forces Agreement (SOFA) and its Supplementary Agreements do not apply to the Contractor or its employees for the purpose of this commercial contract.

1.27.1.4. Affirmation and Material Contract Requirement

By submitting a proposal and by acceptance of this contract, the Contractor affirmatively represents and warrants that it has complied with, and will continue to comply with, all requirements of this section. Compliance with German law regarding business operations and employment is a material requirement of this contract. Any failure by the Contractor or its subcontractors at any tier to maintain the necessary legal authorizations to perform work in Germany shall be considered a default and may be grounds for remedies up to and including Termination for Default.

1.27.1.5 Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees and subcontractor employees possess such documents or authorizations.

1.27.1.6 Contractor employees who: (a) are not nationals of Germany or other European Union countries; or (b) do not have assimilated status under the North Atlantic Treaty Organization Status of Forces Agreement (SOFA) and respective Supplementary Agreements shall possess work and residence permits.

1.27.1.7 By acceptance of and performance under this contract, the Contractor affirms that it has complied with the requirements above. Compliance with this requirement and German law is a material contract requirement. Noncompliance by the Contractor or subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract for default.

A notice to proceed letter will be issued **1.27.1.8 Data Breach Notification Protocol:**

In the event of a suspected or confirmed data breach involving any PII or PHI related to this contract, the Contractor shall immediately notify the Contracting Officer (KO) and the Contracting Officer's Representative (COR) verbally, and follow up with a detailed written incident report in no case later than twenty four (24) hours after becoming aware of the incident. This notification requirement is paramount. **(Deliverable #3)**

PART 2

DEFINITIONS & ACRONYMS

2. Definitions and Acronyms

2.1 Definitions: Although not inclusive of every term used within this PWS, the following provides a list of definitions used throughout this PWS and commonly used in the acquisition field.

Acceptable Quality Level (AQL). AQL is the maximum allowable percentage of deviation from perfect performance for an individual service output.

Contracting Officer -a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

Contracting Officer's Representative (COR) - As defined in DFARS 202.101, an individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. DoD Instruction (DoDI) 5000.72, Part II Definitions states the following when defining a COR: "Defined in subpart 202.101 of Reference (f). Any individual delegated responsibilities pursuant to subpart 1.602-2 of Reference (e), regardless of local terminology, must be certified in accordance with this instruction. For example, local terminology can be COR, Contracting Officer's technical representative, technical point of contact, technical representative, alternate COR, administrative COR, assistant COR, line item manager, task order manager, quality assurance personnel, quality assurance evaluator, or COR management." In addition, Army Regulation 70-13, Chapter 2, paragraph 2-2g, states, in part, the following when providing other surveillance support personnel to assist the COR when needed, "...These other surveillance support personnel may serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR requirements and have been appointed by the Contracting Officer as alternate CORs."

Contractor -a supplier or vendor awarded a contract to provide specific supplies or services to the Government. The term used in this contract refers to the prime.

Day - A calendar day, unless otherwise specified.

Defective Service -a service output that does not meet the standard of performance associated with the Performance Work Statement.

Deliverable - any product that can be physically delivered, but may include non-manufactured things such as, but not limited to, meeting minutes or reports.

High Level Objective (HLO) -a key overarching result-based objective for a project necessary to achieve the project's vision. HLOs are similar to Level 2 in a Work Breakdown Structure. Each HLO may contain several statements to flesh out the areas necessary to meet the objective.

Physical Security -that part of security concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to equipment, installations, material, and documents; and to safeguard against espionage, sabotage, damage, and theft.

Quality Assurance - (or Government contract quality assurance) various functions, including, inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

Quality Assurance Surveillance Plan (QASP) -key Government-developed surveillance process document and is applied to Performance-Based Service Contracting (PBSC). The QASP is used for managing Contractor performance assessment by ensuring that systematic quality assurance methods validate that Contractor quality control efforts are timely, effective, and are delivering the results specified in the contract or task order. The QASP directly corresponds to the performance objectives and standards (i.e., quality, quantity, timeliness) specified in the Performance Work Statement (PWS). It provides specific details on how the Government will survey, observe, test, sample, evaluate, and document Contractor performance results to determine if the Contractor has met the required standards for each objective in the PWS. The QASP, with very few if any exceptions, is an internal to Government document.

Quality Control -all necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

Statement -specific results-based activities required to satisfy HLOs. A statement contains a result, the context of the statement, and the required action(s). Statements focus on "what" is to be accomplished; however, they are not prescriptive in describing "how" the outcome is to be achieved. Each HLO may have several statements to flesh out the areas necessary to meet the objective.

Subcontractor -one that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

Workday - The number of hours per day the Contractor provides services in accordance with the contract.

Work Week - Monday through Friday, unless otherwise specified.

2.2 Technical Definitions Peculiar to This PWS:

Fitness for Duty Evaluation, Fitness for Duty Examination - Requested by CPAC due to a supervisor's concern that an employee may have a medical condition limiting the ability of the employee to perform his duties. Objective assessment to determine if a current employee is or is not able to perform essential job functions with particular emphasis on identification of characteristics that are associated with increased risk of harm to self or others.

Fitness for Work Evaluation/Examination (Medizinische Untersuchung zur Feststellung der Eignung fur Stellen) - Objective assessment to determine if a current employee is or is not able to perform essential job functions with particular emphasis on identification of characteristics that are associated with increased risk of harm to self or others. (Examples include but are not limited to: Fahrerlaubnis-Verordnung for Truck drivers (FEV-T), Fahrerlaubnis-Verordnung for Bus drivers (FEV-B), and Forklift operator exams)

Personal Protective Equipment (PPE) - This includes, but is not limited to gloves, aprons, goggles, respirators, clothing, hearing protection and other articles intended to protect the worker from exposure to various hazards of the workplace.

Public Health Command Europe Occupational Health Offices - All activities whose requirements for occupational medical evaluations will be ordered under this contract.

Employee Health Reference Sheet (EHRS) AE Form 40-11A - U.S. Army form that is used to document employee demographic and worksite hazard information for coordinating occupational health services from the Contractor.

Physician Statement - The "Aerztliche Bescheinigung" or "Medical Certificate" which the Contractor completes after the employee has been evaluated. The "Aerztliche Bescheinigung" previously known as "Green Sheet", details the outcome of the services provided and any recommended follow-up. The two types of these medical certificates are "Certificate of Preventive Occupational Medical Care and Medical Certificate for the Assessment of Fitness for Work.

Occupational Medical Surveillance Examination - Preventive or periodic health examination, in accordance with host nation and U.S. standards. The objective of this monitoring is to anticipate any disease before it occurs and avoid pathological consequence. This is a preventive activity and not a diagnostic evaluation. Frequency is based on host nation standards and determined by the occupational medicine physician.

Urgent Finding - An "Urgent Finding" is defined as any observation, test result, or clinical assessment made during an occupational health examination that indicates one of the following:

1. An Imminent, Serious Risk to the Employee's Health or Safety:

This refers to a newly discovered or dangerously uncontrolled medical issue that could lead to severe harm in the near future, irrespective of its cause.
* Examples: Critically high blood pressure, a previously unknown and dangerous cardiac arrhythmia discovered on an ECG, severely abnormal blood test results indicating acute organ damage.

2. Evidence of a Potentially Uncontrolled High-Risk Workplace Exposure:

This refers to a finding that strongly suggests a failure in workplace safety controls and a hazardous exposure to a substance or agent.
* Examples: Biological monitoring results that are significantly above the legal Biological Tolerance Value (e.g., extremely high lead levels in the blood), a sudden and severe loss of hearing in a noise-exposed worker, a clear case of occupational asthma related to a workplace chemical.

Workplace Re-Integration - Worksite assessment in consideration of the re-integration measures described by the employee' Treating Physician.

2.3 Acronyms: Although not inclusive of every term used within this PWS, or that may be included in an acquisition, the following provides a list of acronyms commonly used in the acquisition field.

ACOR	Alternate Contracting Officer's Representative
AE	Army in Europe
AFARS	Army Federal Acquisition Regulation Supplement
AHA	Activity Hazard Analysis
AOR	Area of Responsibility
AR	Army Regulation
AT	Anti-terrorism
ATCTS	Army Training Certification Tracking System
CAC	Common Access Card
CCE	Contracting Center of Excellence
CFE	Conventional Forces Europe
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DoD	Department of Defense
FAR	Federal Acquisition Regulation

FRG	Federal Republic of Germany
GFP	Government Furnished Property
HLO	High Level Objective
HIPAA	Health Insurance Portability and Accountability Act of 1996
IA	Information Awareness
IAC	Installation Access Control
IACO	Installation Access Control Office
ID	Identification
IGCE	Independent Government Cost Estimate
IT	Information Technology
JTR	Joint Travel Regulation
JPAS	Joint Personnel Adjudication System
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OPSEC	Operations Security
PA	Property Administrator
PII	Personally Identifiable Information
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement

QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RA	Requiring Activity
RCO	Regional Contracting Office
SIGE	Safety and Health Protection Plan
TE	Technical Exhibit
USAG	United States Army Garrison
USAREUR	United States Army Europe
UOM	Unit of Measure

PART 3

GOVERNMENT PROPERTY (GP) AND SERVICES

3. Government Property and Services

3.1 Services: Reserved

3.2 Training: Reserved

3.3 Common Access Cards (CAC): Reserved

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Property and Services

4.1 General: Reserved

4.2 Facilities: Reserved

4.3 Telephonic Service: Reserved

4.4 Materials: Reserved

4.5 Vehicles and Equipment: Reserved

4.6 Background Checks: Reserved

PART 5

SPECIFIC TASKS

5.1 GENERAL REQUIREMENTS

5.1.1. Governing Regulations. The Contractor shall provide a comprehensive Occupational Health (OH) program for Local National (LN) employees in accordance with all current and future updates to the following German laws:

5.1.1.1 The Occupational Medical Care Ordinance (rordnung zur Arbeitsmedizinischen Vorsorge - ArbMedVV);

5.1.1.2 The Safety and Health at Work Act (beitsschutzgesetz, ArbSchG); and
5.1.1.3 The Act relating to Company Doctors, Safety gineers and other Occupational Safety Experts (Occupational Safety Act) (Arbeitssicherheitsgesetz, ASiG).

5.1.2. Program Compliance and Operations. The Contractor's program shall ensure absolute compliance with all applicable German Federal and State laws. All operations, reporting, and employee counseling shall be conducted bilingually in German and English, unless requested otherwise by the employee. Any reporting or documentation provided to the government must be in English.

5.2 PERSONNEL AND FACILITIES

5.2.1. Geographic Network. The Contractor shall provide and maintain or subcontract with a network of examination facilities. Primary facilities must be located within a 60-kilometer driving distance of the U.S. Army Garrisons (USAGs) listed in Attachment #X. The government will accept alternate means of support in lieu of the 60-kilometer driving requirement, upon review and approval by the government program leadership and contracting officer as long as the alternate means does not add cost or undue burden upon government to support the means.

5.2.2. Personnel Qualifications. All Contractor personnel, including subcontractors, performing medical examinations, consultations, or assessments under this contract shall be fully licensed to practice medicine in the Federal Republic of Germany and possess current specialization in Occupational Medicine (Arbeitsmedizin) or the additional qualification of Workplace Medicine (Betriebsmedizin).

5.2.3. Bilingual Capability. The Contractor shall ensure its personnel are capable of communicating effectively in both German and English to provide services to employees and consult with Government representatives.

5.2.4. Hygiene Requirements. The contractor shall provide hygienic medical facilities in accordance with the German Infection Protection Act (IfSG) and specific, binding guidelines provided by the Robert Koch Institute (RKI).

5.3 TASKS

5.3.1. Medical Examinations. The Contractor shall conduct all requested Occupational Health medical surveillance, qualification, and special examinations, including but not limited to:

5.3.1.2 Examinations covered under ArbMedVV

5.3.1.3 Fitness for Work Examinations (i.e. Fahrerlaubnisverordnung (FeV)).

5.3.1.4 Fitness for Duty Evaluations. The Contractor shall perform these evaluations within ten (10) working days of receiving a complete referral package, which includes a letter from management, the employee's position description, and any relevant medical records.

5.3.2. Worksite Visits. Upon Government request, the Contractor shall perform worksite visits. The purpose of these visits is to assess occupational health risks and provide consultative support. Tasks shall include:

5.3.2.1 Reviewing available industrial hygiene surveys for the worksite.

5.3.2.2 Observing and identifying potential or actual worksite hazards.

5.3.2.3 Evaluating the appropriate use and condition of Personal Protective Equipment (PPE).

5.3.2.4 Making evidence-based recommendations for new or modified PPE.

5.3.2.5 Providing on-site health and safety education to LN employees.

5.3.3. Betriebliches Eingliederungsmanagement (BEM) and Workplace Re-Integration. The Contractor shall provide dedicated management and medical support for the BEM process. This includes performing worksite assessments to determine an employee's suitability for re-integration and providing recommendations based on the employee's medical condition and the workplace environment.

5.3.4. Occupational Health Consultation. The Contractor's designated OH physician shall attend meetings, either in-person or virtually, as requested by the Government to provide expert consultation on occupational health matters.

5.3.5. Examination Itemization and Ordering.

5.3.5.1 Examination Itemization: To modernize and simplify ordering, the Contractor shall establish and maintain a clear, itemized list of examination types and associated services. To ensure continuity during transition, the Contractor shall maintain a crosswalk reference between its itemized list and the legacy "G-codes" (e.g., G-26.3, G-41) and shall accept referrals using either system.

5.3.5.2 Examination Ordering System: To modernize and simplify ordering, the Contractor shall establish and maintain a clear [EXPAND UPON THIS]

5.3.6. Specialty Referrals. Should an employee require specialty medical tests or examinations not available from the Contractor, the Contractor shall advise the Government and recommend fully qualified and licensed specialty physicians within a 45-kilometer driving distance of the Contractor's facility, distance further require COR approval.

5.3.7. Employee Counseling and Notification.

The Contractor's physician shall counsel employees on health hazards specific to their employment, risk mitigation strategies, and the proper use of PPE.
The Contractor shall notify employees in writing of all test results, clearly distinguishing between job-related and non-job-related findings.

5.3.8. Statutory Reporting. The Contractor is responsible for reporting all identified job-related health disorders to the appropriate Statutory Accident Insurance Agency (Berufsgenossenschaft).

5.3.9. The Contractor shall implement a simple, anonymous, and voluntary post-examination survey for employees. The survey shall measure, at a minimum, satisfaction with the scheduling process, wait times, and the clarity of communication from the physician. Aggregated, anonymized results shall be included in the monthly report.

5.3.10 Quarterly Meetings: The Contractor's designated personnel shall attend Quarterly Business Review (QBR) meetings with the COR and Government leadership, either virtually or in-person as requested by the Government.

5.4 REPORTING AND DELIVERABLES

5.4.1. Physician Statements and Examination Reports. The Contractor shall provide a completed Physician Statement in English, accompanied with the Employee Health Reference Sheet (EHRS) to the referring PHCE OH office for all examinations performed. Reports are due within fourteen (14) calendar days of the examination. This deadline is extended when results from outsourced laboratory testing are pending. **(Deliverable #8)**

5.4.2. Worksite Visit Reports. Following a worksite visit, the Contractor shall provide a written report to the PHCE OH office within fourteen (14) calendar days. The report shall include, at a minimum: date of visit, worksite/shop name, supervisor's name, OH physician's name, new

hazards identified, and actionable recommendations. Recommendations provided in the worksite visit report must be specific, actionable, and linked directly to an observed hazard or regulatory requirement. **(Deliverable #9)**

5.4.3. Urgent Findings Notification. The Contractor shall convey any findings that indicate a critical health risk from occupational exposure in the following manner: **(Deliverable #10)**

5.4.3.1 Notification to the Employee: The Contractor's physician shall immediately inform the employee of the finding and its potential seriousness. The physician shall strongly advise the employee to seek immediate consultation with their personal physician (*Hausarzt*) or an appropriate medical specialist and shall provide the necessary medical documentation to facilitate that consultation. This is a matter of direct medical care.

5.4.3.2 Notification to the Government (Functional Impact Only): The Contractor shall notify the designated U.S. Army point of contact (e.g., the COR or OH Nurse POC) within 24 hours of the finding. This notification to the employer must not contain a specific medical diagnosis. It must be strictly limited to the functional impact on workplace safety, such as:

5.4.3.2.1 "An Urgent Finding was identified for Employee [Name/ID]. A temporary medical restriction from the following duties is effective immediately: [e.g., 'all safety-critical tasks,' 'operation of motor vehicles,' 'work at heights']."

5.4.3.2.2 "An Urgent Finding was identified for Employee [Name/ID] that may indicate a significant workplace exposure of [list exposure] in [Work Area/Shop]. An immediate review of safety controls in this area is strongly recommended."

5.4.4. Data Transmission and Security.

5.4.4.1 The Contractor shall establish and maintain a secure electronic method (e.g., Extranet web application) for the delivery of reports, fully compliant with the German Federal Data Protection Law (Bundesdatenschutzgesetz) and HIPAA. Access shall be provided at no additional cost to the Government.

5.4.4.2 Pending implementation, reports shall be transmitted via encrypted email or a traceable shipment method.pending implementation, reports shall be transmitted via encrypted email or a traceable shipment method.pending implementation, reports shall be transmitted via encrypted email or a traceable shipment method.

5.4.5. Monthly Summary Reports. **(Deliverables #11)**

5.4.5.1 The Contractor shall submit a monthly summary report listing all services provided, including employee name, ID number, USAG, and date/type of examination identified by the Contractor's itemization system. This report is due by the 20th day of the following month to the COR.

5.4.6. Appointment Management and No-Show Reduction: To minimize no-show appointments, the Contractor shall implement and document a multi-step appointment reminder system for each scheduled examination. This system shall be required for reimbursement of any no-show appointment and must include, at a minimum:

5.4.6.1. An initial email notification to the employee and the employee's Government supervisor (if provided on the referral documentation) seven (7) calendar days prior to the appointment.

5.4.6.2. A direct phone call or SMS message to the employee two to three (2-3) working days prior to the appointment, which should request a confirmation.

5.5 MEDICAL RECORDS AND DATA PROTECTION

5.5.1. Record Keeping. The Contractor shall generate, process, store, and maintain all employee medical records in strict accordance with German law, including the retention periods specified by the Federal Institute for Occupational Safety and Health (BauA).

5.5.2. Data Disclosure. The Contractor shall advise employees of their rights under German data protection law and HIPAA before requesting consent to disclose examination results to the Government. The Contractor shall obtain and maintain records of employee's consent or declination and provide proof to the government within two (2) working days upon request.

5.5.3. Government Access. The Contractor shall provide access to any records available or required under German law to a designated U.S. Government representative upon request.

5.6 TRANSITION SUPPORT

5.6.1. Incoming Transition. The Contractor shall coordinate with the Government and the incumbent contractor to ensure the smooth transition of all available past medical documentation and to prevent any interruption of services.

5.6.2. Outgoing Transition. Upon contract completion, the Contractor shall assist the Government in planning and implementing a full transition of all medical documentation to a succeeding provider, ensuring its best effort and cooperation.

PART 6

APPLICABLE PUBLICATIONS

6. **Applicable Publications (Current Editions):** The following publications, manuals, regulations, etc. are mentioned in this PWS and are listed below.

6.1.1 Department Of Defense Contract Security Classification Specification (DD Form 254)

6.1.2 Department of Defense Security Agreement (DD Form 441)

6.1.3 National Industrial Security Program Operating Manual (DoD 5220.22-M)

6.1.4 Installation Access Control (AE Reg 190-16)

6.1.5 The Army Physical Security Program (AR 190-13)

6.1.6 Contractor Identification (AE Reg 27-715)

6.1.7 U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)

6.1.8 Information Assurance Workforce Improvement Program (DoD 8570-M)

6.1.9 Information Assurance Training Certification and Workforce Management Directive (DoDD 8570.01)

6.1.10 Information Assurance (AR 25-2)

6.1.11 Electromagnetic Compatibility Directive (2004/108/EC)

6.1.12 Policies and Procedures for Property Accountability (AR 735-5)

6.1.13 AR 40-5, Preventive Medicine 12 June 2020., 1-7, d. Occupational Health.

6.1.14 AR 40-66, Medical Record Administration and Healthcare Documentation, 4 January

6.1.15 AR 40-562, Immunizations and Chemoprophylaxis, 7 October 2013

6.1.16 DA Pam 40-11, Preventive Medicine, 18 May 2020, Chapter 5, Occupational Health **6.1.17** AE Reg 690-70, Recruitment and Staffing for Local National Employees in Germany, 10 June 2025, Section V,15. Medical Evaluations. English:

6.1.18 AE Reg 690-70-G, Personalbeschaffung und Stellenbesetzung fuer ortsansaessige Arbeitnehmer in der Bundesrepublik Deutschland, 14 Februar 2025, Abschnitt V, 15. Aerztliche Untersuchungen. German:

6.1.19 AEA Reg 40-11, Medical Services Local National Employee Occupational Health Services Contract 14 February 2025.

6.1.20 Vertrag uber Arbeitsmedizinische Leistungen fur Ortansassige Arbeitnehmer

6.2 Public Health Command Europe (PHCE) requires English translation of applicable Contractor unique German publications that affect the implementation of this contract.

PART 7

ATTACHMENT AND TECHNICAL EXHIBIT LISTING

7. Attachment and Technical Exhibit List

7.1 Attachment A - Performance Requirements Summary

7.2 Attachment B - Deliverables Schedule

7.3 Attachment C - Estimated Workload Data

7.4 Attachment D - Historical Workload Data

ATTACHMENT A

Performance Requirements Summary (PRS)

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD ACCEPTABLE QUALITY LEVELS (AQLs)	METHOD OF SURVEILLANCE
PRS#1 - PWS (S) 1.7.1 The Contractor shall provide a central point of contact (e.g., an Account Manager or a dedicated customer service team) capable of communicating fluently in both German and English to resolve	A central point of contact, fluent in English and German, is available to the COR during contractor support hours listed in Para 1.5.4.3 Contractor Support Hours.	90%	Periodic Inspection AND Random Sampling

administrative and contractual inquiries from the Contracting Officer's Representative (COR).			
PRS#2 - PWS (S) 1.7.2 The Contractor shall establish and maintain a centralized system for managing all appointment requests for the 9,000 employees covered under this contract. This system must provide a clear and accessible process, in English and German, for designated US Army supervisors or administrative personnel to request examinations (e.g., via a dedicated email portal or web-based system) and to receive timely confirmation of scheduled appointments.	A centralized system for managing all appointment requests is accessible to designated US Army supervisors or administrative personnel during U. S. government administrative hours listed in Para 1.5.4.1 - Government Administrative Hours & COR Availability.	90%	Customer Feedback and Review of aggregate value on Contractor's Monthly Summary Report.
PRS#3 - PWS (S) 5.2.2	All physicians performing duties	100%	Periodic inspections /document reviews

All Contractor personnel, including subcontractors, performing medical examinations, consultations, or assessments under this contract shall be fully licensed to practice medicine in the Federal Republic of Germany and possess current specialization in Occupational Medicine (Arbeitsmedizin) or the additional qualification of Workplace Medicine (Betriebsmedizin)	under this contract are fully licensed and specialized to perform Occupational Medicine or Workplace Medicine IAW ArbMedVV.		
PRS#4 - PWS (S) 5.2.4 The contractor shall provide hygienic medical facilities in accordance with the German Infection Protection Act (If SG) and specific, binding guidelines provided by the Robert Koch Institute (RKI).	Medical facilities are maintained in a hygienic manner in accordance with If SG and RKI.	90%	Scheduled Inspection / Customer Complaint

PRS#5 - PWS (S) 5.1.1, 5.2.2, 5.3.1 Medical Examinations and Consultations	All examinations and consultations are conducted in full compliance with the PWS and applicable German law.	95%	100% inspection of monthly reports and periodic COR review of contractor personnel certifications.
PRS#6 - PWS (S) 5.4.1, 5.4.2 Reporting Timeliness (Physician Statements & Worksite Visits)	All Physician Statements and Worksite Visit reports are delivered to the PHCE OH office within fourteen (14) calendar days of the completed service.	85%	100% inspection of report submission dates by the COR.
PRS#7 - PWS (S) 5.4.6 Appointment Management & No-Show Rate	The quarterly no-show rate does not exceed 5%. The Contractor executes and documents the mandatory reminder system for all appointments.	90%	Review of the no-show analysis in the Contractor's Monthly Summary Report.
PRS#8 - PWS (S) 5.4.5 Data Quality and Reporting Accuracy	All monthly summary reports are 100% accurate in their data (e.g., employee names, dates, examination types) and submitted by the 10th of the following month.	95%	Periodic random sampling of report data by COR against source documents (e. g., EHRS referrals).

PRS#9 - PWS (S) 5.3.9 Employee Satisfaction Surveys	Maintain a satisfaction level at or above 80%.	90%	Review of aggregate value on Contractor's Monthly Summary Report.
PRS#10 - PWS (S) 5.2.1 Geographic Network Accessibility	All primary examination facilities are maintained within a 60-kilometer driving distance of specified USAGs.	90%	Periodic review by COR and validation upon any Government complaint or access issue.
PRS#11 - PWS (S) 5.3.3 BEM & Workplace Re-integration Support	A worksite assessment for re-integration is performed within ten (10) working days of a government request.	90%	100% inspection of BEM-related report submission dates by the COR.
PRS#12 - PWS (S) 5.3.1 Fitness for Duty Evaluations	All Fitness for Duty Evaluations are performed within ten (10) days after receiving the complete referral package.	90%	Periodic inspections

ATTACHMENT B

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
#1 - Analysis of Quality Control and Timeliness of Submittals (PWS (S) 1.8.1.1.4)	Within 30 days upon completion of each option period or Task Order.	1	PDF via e-mail	Contracting Officer's Representative
#2 - Reporting of Issues or Potential Issues (PWS (S) 1.8.1.2)	**Initial e-mail notification:** Within forty-eight (48) hours **Follow-up written notification:** Within five (5) days	1	**Initial notification:** E-mail **Follow-up written notification:** PDF via e-mail	Contracting Officer's Representative

#3 - Data Breach Notification (PWS (S) 1.27.1.8)	Immediate Verbal Notification Followed by detailed written incident report no later than 24 hours after becoming aware of the incident	1	**Immediate Notification:** Phone call **Written Incident Report:** PDF via e-mail	**Immediate Notification:** Contracting Officer & Contracting Officer's Representative **Written Incident Report:** Contracting Officer & Contracting Officer's Representative
#4 - Physician Statement & Examination Report (PWS (S) 5.4.1)	Per Examination; within 14 calendar days of service completion.	1	Secure Electronic Method (e.g., Extranet, Encrypted Email)	PHCE OH Office

#5 - Worksite Visit Report (PWS (S) 5.4.2)	Per Visit; within 14 calendar days of visit completion.	1	Secure Electronic Method (e.g., Extranet, Encrypted Email)	PHCE OH Office
#6 - Urgent Findings Notification (PWS (S) 5.4.3)	Per Occurrence; within 24 hours of finding.	1	Secure Electronic Method (e.g., Encrypted Email); initial notification may be via telephone.	PHCE OH Office
#7 - Monthly Summary Report (PWS (S) 5.4.5.1)	Monthly; by the 20th day of the month following service.	1	Secure Electronic Method (e.g., Extranet, Encrypted Email)	Contracting Officer's Representative (COR) & PHCE OH Nurse
#8 - Invoice Support documentation (PWS (S) 5.4.5.2)	Monthly; by the 20th day of the month following service.	1	Wide Area Workflow (WAWF)	Government Payment Office (via WAWF)
#9 - Employee Data Disclosure Consent /Declination (PWS (S) 5.5.2)	Within two (2) days of request from the PHCE OHN or COR	1	Secure Electronic Method (e.g., Extranet, Encrypted Email)	PHCE OH Nurse

ATTACHMENT C

ESTIMATED WORKLOAD DATA

Installation LOCATION	**Est. # of Employees**		**Firefighters**	**Truck drivers**	**Bus Drivers**	
Ansbach, Illesheim	400		72	19	6	
Baumholder	400		37	15	2	
Garmisch	100		1	5	4	
Germersheim, Mannheim	120		38	4	0	
Grafenwoehr, Vilseck	1640		140	163	11	
Hohenfels	500		53	77	9	
Kaiserslautern	1730		105	197	19	

Stuttgart	320		51	5	4	
Wiesbaden, Bremerhaven, Duelman	700		51	24	3	

NOTE: A total of 2,500 employees were seen at the contracted OH clinic in 2025.

DESCRIPTIONS OF THE TYPE OF EXAMINATIONS AND OTHER SERVICES REQUIRED

Future annual estimated quantities based on 2025-2026 Actuals	Description	G CODE EXAMS (Historical)
	Occupational Health Examinations	
16	Respirable crystalline silica dust	G1.1

6	Dust containing asbestos fibers	G1.2
*	Man- made mineral fibers	G1.3
*	Exposure to dust	G1.4
18	Lead and lead compounds	G2
*	Alkyllead compounds	G3
*	General Cancer/ Substances	G4
*	Ethylene glycol dinitrate and glycerol trinitrate	G5
**	Carbon disulfide	G6
**	Carbon monoxide	G7
30	Benzene	G8
*	Mercury and mercury compounds	G9
8	Chromium (VI) compounds	G15

*	Arsenic and arsenic compounds	G16
50	Artificial optical radiation	G17
778	Noise	G20.1
*	Supplementary Noise Examination II	G20.2
*	Cold working conditions	G21
9	Obstructive airway disorders	G23
469	Skin disorders	G24
828	Driving, controlling and monitoring work	G25
114	Respiratory Protection: Weight of device up to 3kg	G26.1
123	Respiratory Protection: Weight of device up to 5kg	G26.2
222	Respiratory Protection: Weight of device over 5kg	G26.3

25	Isocyanates	G27
**	Working in oxygen-reduced atmosphere	G28
**	Benzene series/homologues	G29
**	Hot working conditions	G30
**	Hyperbaric pressure	G31
28	Cadmium compounds	G32
*	Aromatic nitro and amino compounds	G33
*	Fluorine and its inorganic compounds	G34
22	Foreign work/ work abroad under exceptional climatic conditions	G35
*	Vinyl chloride	G36
1144	VDU(visual display unit) workplaces	G37

*****	Nickel compounds	G38
37	Welding	G39
455	Work involving a danger of falling(heights)	G41
290	Risk of exposure to infection	G42
*****	Hardwood dust	G44
*****	Styrene	G45
181	Vibration	G46
50	Fit for Duty Examinations	
	Immunizations	
49	Hep A	G42
37	Hep B	G42
56	Hep A/B Combination	G42

66	Hep A Titers	G42
96	Hep B Titers	G42
40	MMR Booster	G42
40	MMR Titers	G42
40	Measles Booster	G42
40	Mumps Booster	G42
40	Rabies Immunization	G42
40	Rabies Titers	G42
40	Rubella Booster	G42
40	Tdap Vaccine	G42
40	Tetanus Vaccine	G42

40	Tick Borne Encephalitis	G42
40	Tuberculosis	G42
40	Varicella Booster	G42
40	Varicella Titers	G42
10	Medical Referral to Specialist	NA
*	Heavy Metal Testing	NA
*	X-Ray	NA
*	Base Line Pulmonary Test (FVC/FEV 1)	NA
5	Color Vision Examination	NA
3	Explosive Worker Exam	NA
288	Truck Driver Examinations	NA

15	Bus Driver Examinations	NA
13	Bus Driver over 50 - Examinations	NA
15	Worksite Visits (Re-integration)	NA
20	Quarterly Meetings	NA
80	Worksite Visits	NA
239	No-Shows	NA

*Represents low-volume or ad-hoc exams. For estimation purposes, do not exceed 2-5 per year.

Answers to Solicitation Questions W81K00-26-R-A037

1. Appointment Reminder Function (PWS 5.4.6)

The solicitation requires appointment reminders via email and SMS to reduce no-show rates. Currently, the Contractor does not receive participants' contact details (e.g., email addresses and mobile phone numbers) and therefore cannot perform this function.

Could the Government please clarify the future process for providing participant contact information to the Contractor? Additionally, how will compliance with applicable data protection and privacy requirements be ensured, and what specific consent mechanism will be used to permit the Contractor to send appointment reminders via email and SMS? Furthermore, please confirm at

which stage of the scheduling process the relevant contact information will be made available to the Contractor.

Bidder Question Proposed Government Response

1. Future process for providing participant contact info The Government will continue to issue a Referral List to the respective unit Points of Contact (POCs). The employee or POC is required to contact the Contractor to schedule the initial appointment. During this initial scheduling contact, the Contractor shall collect and verify the preferred contact information (email and direct phone/SMS) for the employee and their Government supervisor.

2. Compliance with data protection/privacy All handling of Local National (LN) employee data must comply with applicable German data protection laws (GDPR) and U.S. Department of War (DoW) Controlled Unclassified Information (CUI) and Personally Identifiable Information (PII) regulations. The Government will transmit referral data using secure, approved methods (e.g., encrypted email). The Contractor is responsible for maintaining a compliant, secure environment for storing and processing this data.

3. Specific consent mechanism for SMS/Email Because the employee or POC must contact the Contractor to make the initial appointment, the Contractor shall obtain and document the employee's consent for SMS and email reminders at the time of scheduling. The Contractor must establish a standard operating procedure (e.g., a verbal script or a secure digital intake form) to record this consent.

4. Stage of scheduling when info is available Relevant contact information and consent will be made available to the Contractor at Step 1 of the scheduling process--specifically, when the employee or POC initiates contact with the Contractor to book the exam. The Contractor must ensure their intake process captures the necessary supervisor email, employee email, and SMS number to fulfill the PWS 5.4.6 requirements.

2. Online Appointment Scheduling System (PWS 1.7.2.2 / PRS #2)

Could the Government please confirm whether the Contractor may implement and use an online appointment scheduling system that allows service members, employees, or authorized representatives to book, modify, and cancel appointments directly via a web-based platform without requiring telephone contact with the Contractor?

"Yes, the Contractor may implement an online appointment scheduling system to allow personnel and authorized representatives to book, modify, and cancel appointments. However, this online system must be supplemental. The Contractor must still maintain telephone and email scheduling options as outlined in the PWS to ensure full accessibility for all employees. Additionally, any web-based platform utilized must fully comply with all applicable Department of War (DoW) cybersecurity standards, Controlled Unclassified Information (CUI) protections, and German data protection laws (GDPR) at no additional cost to the Government."

3. Separate CLIN for Appointment Coordination and Reminder Services

Could the Government consider establishing a separate Contract Line Item Number (CLIN) for appointment coordination and reminder services (e.g., scheduling support, email reminders, SMS reminders, and no-show management)?

Given the additional administrative effort, system requirements, and personnel resources associated with these activities, a separate CLIN would allow offerors to price these services transparently and enable the Government to evaluate and procure them independently from the medical examination services. Would the Government be willing to include such a separate CLIN in the solicitation?

"No. The Government will not establish a separate CLIN for appointment coordination, reminder services, or no-show management. These activities are considered administrative requirements of the contract and are necessary to fulfill the scope of work outlined in PWS 5.4.6. Offerors should factor any administrative, personnel, or system costs associated with these services into their overhead rates or distribute them across the existing medical examination CLINs."

4. Fillable Pricing Template

Could the Government please clarify the required format and submission method for pricing and other proposal information?

The pricing document provided with the solicitation is currently not editable. To ensure accurate and complete submission of pricing and administrative information, could the Government provide a fillable version of the pricing template (e.g., editable PDF, Excel, or Word format)?

Alternatively, please advise whether offerors may submit pricing and related information in a separate contractor-generated document.

"The pricing template provided in the solicitation is for informational purposes to show the required structure. Offerors may recreate the pricing template in an editable format (such as Excel).

However, the recreated document must mirror the Government's template exactly--including all CLIN numbers, descriptions, estimated quantities, and formatting. Offerors shall not add, delete, or alter any rows, columns, or formulas.

The Government reserves the right to reject any proposal that alters the pricing structure, as it may be deemed non-responsive. The offeror is solely responsible for the mathematical accuracy of all formulas in their recreated document."

5. Attachment C - Estimated Workload Data (Missing Headers/Blank Columns)

In Attachment C (Estimated Workload Data), several columns appear without headers and/or contain blank fields.

Could the Government please clarify whether these columns are intentionally left blank or whether offerors are expected to provide information in these fields?

If information is required, please provide the corresponding column headings and instructions regarding the data to be entered to ensure a complete and compliant proposal submission.

"The blank columns without headers in Attachment C (Estimated Workload Data) are formatting artifacts and were intentionally left blank. Offerors are not expected or required to provide any information in these specific blank fields. Attachment C is provided for informational purposes to assist offerors in understanding the historical/estimated volume of services required."