REQUEST FOR QUOTATIONS
(THIS IS NOT AN ORDER)

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

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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-79169	08/12/2026			

5a. ISSUED BY
OFR - Office of Acquisition Services
Chamblee Campus Building 108
4770 Buford Highway
Atlanta GA 30341

6. DELIVERY BY *(Date)*

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

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

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Marquetta Taylor	(770)	488-3295 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)
	Title: Electronic Case Reporting **Proposal Due Date and Point of Contact** Proposals are due no later than **12:00 PM (Noon) EST on August 25,to Marquetta Taylor at dwb7@cdc.gov; Questions are due 12:00 PM (Noon) EST on August 17, 2026.** The Government may not consider proposals received after the established closing date and time.				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER	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		NUMBER
d. CITY / e. STATE / f. ZIP CODE	c. TITLE *(Type or print)*	

This Amendment is issued to correct the set-aside designation in the subject solicitation. All other terms, conditions, specifications, and the NAICS code remain unchanged.

1. Correction

a. The solicitation incorrectly listed the procurement as a Small Business Set-Aside.

b. The correct solicitation set-aside/status is: Full and Open Competition.

c. The NAICS code remains: 923120 – Administration of Public Health Program

2. Rationale

The set-aside designation is being corrected due to administrative error in the solicitation cover page.

3. Effect of This Amendment

a. Except for the correction stated in paragraph 1 above, all other terms, conditions, and specifications of the solicitation remain unchanged.

b. Offerors who have already submitted proposals may: "revise their proposals" or "elect to withdraw and resubmit" in light of this correction. Any revision or resubmission must be received by the closing time and date of the solicitation.

4. Questions

All inquiries regarding this amendment must be submitted in writing to the Contract Specialist at dwb7@cdc.gov no later than August 17, 2026.

Line Items

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Interim Report **PoP:09/01/2026 thru 08/31/2027** This is a Firm Fixed Price Line Item This is a Severable Services Line Item	**1 Each**	**$** _____	**$** _____
0002	Final Report & Webinar recording, slides and written implementation resource (digital copies) **PoP: 09/01/2026 thru 08/31/2027** This is a Firm Fixed Price This is a Severable Services	**1 Each**	**$** _____	**$** _____
	The total aggregated amount			**TOTAL** **$**

Section C- Statement of Work

Title: Implementing and validating electronic case reporting for priority occupational lung diseases and mesothelioma at a jurisdictional public health department to promote rapid case ascertainment

Period of performance: September 1, 2026 – August 31, 2027

SECTION 1 – BACKGROUND

Congress provides funding to NIOSH to continue its feasibility assessment for a U.S. mesothelioma patient registry. According to the original FY 2019 appropriations language, a future mesothelioma registry would describe incidence, prevalence, demographics, and risk factors; improve standards of care; identify gaps in treatment options; and rapidly identify and track patients, treatments, and outcomes.

Since 2019, NIOSH has collaborated with partners on various activities to assess the feasibility of a mesothelioma registry. These activities include convening a workshop with experts, soliciting public feedback, piloting a patient questionnaire and clinical data tool, testing rapid case ascertainment using electronic pathology reporting and patient outreach, collecting structured work information from patients at academic medical centers, and developing methods to leverage electronic case reporting for case finding.

Rapid case ascertainment will be vital for any future mesothelioma registry that seeks to improve patient outcomes by connecting patients quickly with advanced care and clinical trials. Prior work in California demonstrated that rapid case ascertainment using electronic pathology reporting and patient outreach is feasible. However, it is resource-intensive and may miss patients diagnosed clinically without biopsy. This finding highlights the need for additional resources and methods to ensure comprehensive case identification.

The California Department of Public Health (CDPH) recently piloted electronic case reports (eCR) to quickly identify silicosis cases and took steps toward readiness and implementation of eCR-based reporting of mesothelioma. CDPH's Occupational Health Branch and the California eCR program developed silicosis reporting in the Reportable Conditions Knowledge Management System (RCKMS) and implemented pathways to route electronic initial case reports (eICRs) for occupational public health surveillance. This work demonstrated that silicosis reporting by eCR is feasible and acceptable to surveillance staff. It can identify many cases not captured by existing surveillance streams. Building and automating the data pathway was a time-consuming and highly technical task.

CDPH also authored asbestosis and coal workers' pneumoconiosis (CWP) logic sets in RCKMS and began receiving eICRs for these conditions, expanding the use of eCR for occupational conditions. Across silicosis, asbestosis, and CWP, CDPH received more than 1400 case reports for over 400 individuals, many of which were not identified in traditional reporting streams. The need for additional record review due to inconsistent occupation and industry information in eICR messages underscores the challenges in implementing eCR-based reporting. Addressing these challenges is crucial for the successful

establishment of a comprehensive mesothelioma registry that can improve patient outcomes and advance research.

In 2021, the Council of State and Territorial Epidemiologists (CSTE) considered adding malignant mesothelioma as a specific reportable condition within the RCKMS eCR infrastructure and developed a draft logic set and reporting specifications distinct from the broader all-cancer specifications. At that time, a small number of state occupational health programs provided feedback; the RCKMS content team decided that mesothelioma would be captured under the generic cancer reporting specifications to be implemented in June 2021, and the mesothelioma-specific proposal was not advanced. Recent experience in California suggests that relying solely on all-cancer eCR is operationally very challenging in large jurisdictions due to the volume of cancer cases, duplication with existing cancer registry activities, and incomplete RCKMS participation among healthcare organizations. Moreover, the all-cancer trigger codes are slated for removal in 2026. California's implementation of RCKMS-based reporting for silicosis, asbestosis, and coal workers' pneumoconiosis demonstrated that targeted noncommunicable conditions can be successfully implemented in RCKMS, with high acceptability to surveillance staff, low burden to healthcare organizations, and excellent timeliness. These findings indicate that a mesothelioma-specific RCKMS condition could be a practical and valuable approach to rapid case ascertainment, provided that jurisdictional cancer registries and CSTE support its development.

NIOSH is supporting intramural work to validate eCR trigger codes for occupational lung diseases, including silicosis and work-related asthma (WRA), to understand the validity, timeliness, and data quality of eCR-based surveillance compared with existing data sources. Additionally, NIOSH has longstanding efforts to promote collection of standardized patient work information in health information systems to enhance interoperability and ensure these data are available for clinical medicine, population health, and public health.

Building on these efforts, NIOSH seeks to support a jurisdictional public health department to (1) expand implementation of eCR for key occupational lung diseases—silicosis, asbestosis, WRA, and, where feasible, malignant mesothelioma as a reportable cancer; (2) validate eCR trigger performance for these conditions; and (3) strengthen the capture and use of standardized occupation and industry data. The findings will inform NIOSH's ongoing evaluation of mesothelioma registry feasibility and contribute to rapid case ascertainment methods for work-related respiratory conditions more broadly.

SECTION 2 – PURPOSE / OBJECTIVE

This contract will provide support to a jurisdictional public health department for enhancing and evaluating electronic case reporting (eCR) with an emphasis on lung diseases predominantly caused by occupational exposures, which are underreported for public health purposes. Specifically, the objectives are to:

1. Implement and/or expand eCR for silicosis, asbestosis, work-related asthma, mesothelioma (where feasible), and additional optional occupational respiratory conditions using the HL7 CDA electronic initial case report (eICR) R3.1.1 standard, the Reportable Conditions Knowledge Management System (RCKMS), and the APHL AIMS platform.

a. Optional respiratory conditions may include byssinosis, coal workers' pneumoconiosis, and farmer's lung (only this specific type of occupational hypersensitivity pneumonitis, ICD-10 code J67.0).

2. Validate eCR trigger codes and decision logic for these conditions by comparing eCR-identified cases with existing surveillance sources and estimating key performance metrics (e.g., case yield, timeliness, completeness, sensitivity where feasible, and positive predictive value).

3. Develop and pilot standardized occupation and industry (OI) data workflows that support routine capture, coding, and use of work information for these conditions, including in follow-up processes.

4. Advance mesothelioma rapid case ascertainment (RCA) planning by refining mesothelioma-focused logic sets, describing desired data elements for mesothelioma eCR, and outlining how eCR can contribute to a future mesothelioma registry.

5. Disseminate knowledge and tools (e.g., logic sets, workflows, implementation guidance) to support adoption of eCR for occupational respiratory conditions at other jurisdictional health departments and healthcare organizations.

SECTION 3 – SCOPE OF WORK

If necessary, the contractor will obtain human subjects' permissions such as institutional review board approval and will adhere to relevant Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. If applicable, the contractor will also collaborate with NIOSH to obtain required approvals from the Office of Management and Budget as required under the Paperwork Reduction Act (PRA).

The contractor will ensure connectivity to the appropriate informatics messaging platforms for eCR (including the APHL AIMS platform and RCKMS), author reporting specifications and logic sets for the conditions listed in Section 4, receive electronic case reports, extract and analyze the data received, describe systems requirements for routine reporting of these cases to appropriate sections within the health department, and report to NIOSH on key aspects of the experience including challenges encountered, staff acceptability, data quality, timeliness, potential scalability, and implications for mesothelioma rapid case ascertainment. The contractor will also disseminate lessons learned to promote eCR uptake for occupational respiratory conditions at other jurisdictional health departments and by healthcare organizations.

SECTION 4 – TASKS TO BE PERFORMED

Task 1: Orientation and approvals

The contractor shall:

1. Meet with NIOSH within 30 days of award to discuss project expectations, refine the list of target conditions (silicosis, asbestosis, WRA, mesothelioma, other optional respiratory conditions), and review key outcomes and deliverables.

2. Map current eCR infrastructure and surveillance systems relevant to the target conditions, including:

a. Existing eCR implementation (e.g., conditions currently authored in RCKMS, participating healthcare organizations and EHR vendors, use of HL7 CDA eICR R3.1.1).

b. Current surveillance systems for silicosis, asbestosis, WRA, and mesothelioma/cancer (e.g., registries, reportable condition systems, workers' compensation, hospital discharge data, vital records).

3. If necessary, obtain required human subjects-related determinations from the contractor's institutional review board (IRB) or equivalent body.

4. In collaboration with NIOSH, determine whether PRA clearance is needed and contribute relevant information for any PRA packages.

Deliverables (Task 1)

• Project plan summarizing scope, participating programs, target healthcare organizations, analytic approach, and timeline for each task.

• Documentation of IRB/human subjects determinations, if applicable.

Task 2: Establish connectivity, authoring, and occupation/industry data strategy

The contractor shall:

1. Ensure and/or expand technical connectivity for eCR

a. Confirm or establish connectivity to the APHL AIMS platform to enable receipt of eICR R3.1.1 messages from healthcare organizations.

b. Confirm the jurisdiction's participation in RCKMS and current RCKMS configuration for existing authored conditions.

c. Identify priority healthcare organizations and EHR vendors expected to contribute most cases for the target conditions and incorporate them into the implementation plan.

2. Author and/or refine RCKMS content for priority conditions

Using the RCKMS authoring interface and prior work as references, and in coordination with the jurisdiction's RCKMS program, author or refine RCKMS reporting specifications and logic sets for:

a. Silicosis and asbestosis: Implement or refine logic sets that detect these conditions as diagnoses or active problems and, where appropriate, use related SNOMED/ICD-10 codes and optional logic for pneumoconiosis not otherwise specified.

b. Work-related asthma (WRA): Implement or refine RCKMS logic set for WRA (e.g., asthma diagnosis codes plus indicators of work-relatedness or specific occupational exposures), with options to adjust sensitivity and specificity.

c. Mesothelioma: In consultation with the jurisdiction's cancer registry and using the 2021 draft mesothelioma logic set developed within CSTE as a reference, the contractor shall refine

proposed RCKMS criteria for malignant mesothelioma as a diagnosis or active problem, pathology-confirmed mesothelioma, and death certificate mentions of malignant mesothelioma. The contractor shall document any recommended modifications to the draft logic set to improve feasibility and clarity for eCR implementation.

3. Develop an occupation and industry (OI) data strategy

a. Define a minimum standardized set of OI data elements for the target conditions; at a minimum, include employment status, usual occupation and usual industry, using current Occupational Data for Health (ODH) standards.

b. Assess opportunities to receive OI data directly within eICRs (e.g., via EHR OI fields) and/or through follow-up processes consistent with existing surveillance practices and legal authority of the public health agency (e.g., provider query, patient questionnaire).

c. Specify the value sets(s) to be used for coding OI and whether automated coding tools will be used. Where feasible, use current ODH data standards and the NIOSH Industry and Occupation Computerized Coding System (NIOCCS).

d. Describe workflows for capturing, coding, and storing OI data in linkage with eCR-identified cases.

Deliverables (Task 2)

• Documentation of eCR connectivity status and participating healthcare organizations/EHRs.

• Draft RCKMS content (value sets, logic sets, and reporting specifications) for silicosis, asbestosis, WRA, and mesothelioma (where feasible), in the standard RCKMS format.

• Occupation/industry data elements and workflow plan (including capture pathways and coding approach).

Task 3: Receive and process case reports; document workflows and requirements

The contractor shall:

1. Consume and route eCR data

a. Develop or confirm an existing workflow approach for receipt and processing of eICRs into your surveillance system(s).

b. Receive electronic initial case reports (eICR R3.1.1) for silicosis, asbestosis, WRA, and, if feasible, mesothelioma for a period of at least nine (9) months post-award.

c. Ensure messages are available in both human-readable (e.g., HTML) and machine-readable (e.g., XML) formats, and implement or adapt a process to import and parse the XML into an analyzable database.

d. Implement or confirm existing methods to de-duplicate and update records if redundant or related eICRs are received.

2. Integrate with surveillance programs and OI workflows

a. Route case reports and associated data to the appropriate health department program(s), such as occupational health, chronic disease, or cancer registry, following agreed workflows.

b. Implement OI data capture according to the plan developed in Task 2, including any follow-up with providers or patients, consistent with jurisdictional public health authority.

3. Assess data quality and timeliness and workflow challenges

a. Assess data for quality, usability, timeliness, and completeness, including:

i. Demographic and clinical fields;

ii. Key condition-specific fields (e.g., diagnostic codes);

iii. OI elements (number and percent of cases with OI data fields available, complete, and coded correctly);

iv. Conduct descriptive analyses of case data (e.g., counts by condition, year, demographic characteristics, and region).

b. Gather information from surveillance staff, providers, and informatics teams to understand workflow challenges (i.e., barriers to the receipt or consumption of eICRs, lapses in sending).

Deliverables (Task 3)

• Operational description and diagrams of data flows from healthcare organizations through AIMS and RCKMS to the health department program(s).

• Summaries of case counts and basic descriptive characteristics for each condition, with attention to OI data metrics.

Task 4: Validate eCR trigger codes and evaluate performance

The contractor shall:

1. Define evaluation framework

a. In collaboration with NIOSH, define the case definitions, specific performance metrics, and comparison data sources (e.g., existing surveillance databases, registry data, hospital discharge or claims data) for silicosis, asbestosis, WRA, mesothelioma (where feasible), and any additional optional conditions.

2. Conduct trigger validation and performance analyses

For each condition, the contractor shall:

a. Confirm cases obtained from eCR and comparison data sources using medical records review or other appropriate confirmation methods.

i. Use NIOSH surveillance definitions or CSTE position statements, where available, for case confirmation.

b. Compare eCR-identified cases to cases from existing surveillance sources to estimate:

i. Case yield and proportion of cases uniquely identified by eCR;

ii. Timeliness (time from diagnosis to eICR generation, receipt at health department, and entry into program databases);

iii. Validity of eCR cases using metrics such as sensitivity, positive predictive value (PPV), or capture proportion, where feasible;

iv. Quality and completeness of data fields, with emphasis on occupation and industry fields and key risk factor information;

v. Factors associated with false positives/negatives (e.g., diagnosis code patterns, missing occupational history, ambiguous clinical documentation);

vi. For WRA, assess misclassification patterns (e.g., non-work-related asthma captured by WRA logic) and recommend refinements to RCKMS logic and/or EHR trigger codes.

3. Recommend revisions

a. Based on the validation results, recommend specific revisions to RCKMS reporting specifications, EHR trigger codes, and workflows to improve performance (e.g., proposed criteria changes, additional codes, or removal of low-yield criteria).

Deliverables (Task 4)

• Analytic summary of trigger performance and data quality for each condition, including tables and figures suitable for inclusion in peer-reviewed publications or technical reports.

• Recommended revisions to RCKMS default and optional logic sets and implementation guidance for healthcare organizations and health departments.

Task 5: Mesothelioma rapid case ascertainment (RCA) concept and planning

The contractor shall:

1. Map mesothelioma case pathways

a. Describe current pathways by which mesothelioma cases are identified and reported within the jurisdiction (e.g., cancer registry, pathology reporting, eCR, vital records, other surveillance systems).

2. Assess potential eCR contributions to mesothelioma RCA

a. Using the logic set(s) and experience from Tasks 2–4, evaluate the potential role of eCR in mesothelioma RCA, including:

i. Estimated number of mesothelioma cases that could be captured via eCR;

ii. Technical and operational barriers (e.g., volume and duplication with existing cancer reporting, incomplete HCO participation in eCR, cancer registry constraints).

3. Develop a mesothelioma RCA concept brief describing:

a. A proposed eCR-supported RCA framework for mesothelioma in the jurisdiction;
b. Desired data elements to support mesothelioma eCR, including, as appropriate, detailed demographics (age, gender, ethnicity), comprehensive clinical and diagnostic information (symptoms, diagnosis date), imaging results (CT scans, X-rays), pathology reports (biopsy results including immunohistochemistry results as available), vital status (alive, deceased), and detailed occupation and industry information;
c. Opportunities to integrate eCR with ePath, cancer registry reporting, and other data sources;
d. Resource and infrastructure needs (personnel, IT, governance) to implement and sustain such an approach;
e. Presents a recommended mesothelioma logic set (based on the 2021 CSTE draft and local input) and associated data elements needed to support RCA and future mesothelioma registry activities.

Deliverables (Task 5)

• The Mesothelioma RCA concept brief should include a detailed description of a proposed eCR-supported RCA framework for mesothelioma, a comprehensive list of desired data elements, opportunities for integration with other data sources, resource and infrastructure needs, and a recommended mesothelioma logic set based on the 2021 CSTE draft and local input.

Task 6: Reporting and dissemination

The contractor shall:

1. Prepare written reports

a. Interim report (due approximately 120 days after award) summarizing:

i. Status of eCR infrastructure, RCKMS connectivity, and condition authoring;

ii. Early experience receiving eCRs for the targeted conditions;

iii. Initial data quality, completeness, and timeliness observations;

iv. Challenges encountered and any solutions implemented.

b. Final report (due by end of contract) describing:

i. Overall implementation experience, including acceptability to staff (occupational health, RCKMS program, informatics, IT, cancer registry, and other engaged staff), resource requirements (staff time, IT support), scalability considerations, and challenges identified;

ii. Operational description and diagrams of data flows from healthcare organizations through AIMS and RCKMS to the health department program(s);

iii. Adequacy of the data received for surveillance and reporting, including summaries of case counts and basic descriptive characteristics for each condition, with attention to OI data metrics;

iv. Analytic summary of trigger performance and data quality for each condition, including tables and figures suitable for inclusion in peer-reviewed publications or technical reports;

v. Recommended revisions to RCKMS default and optional logic sets and implementation guidance for healthcare organizations and health departments;

vi. Mesothelioma RCA concept plan, including proposed mesothelioma-specific RCKMS logic set(s) and recommended data elements.

2. Develop dissemination products

a. In coordination with NIOSH, develop and host at least one webinar and develop a written implementation resource from the public health department perspective to support adoption of eCR for these conditions. These resources shall cover, at a minimum:

i. Ensuring and testing connectivity to messaging platforms (AIMS, RCKMS);

ii. Authoring and refining conditions in RCKMS;

iii. Encouraging and supporting implementation of eCR trigger criteria by healthcare organizations;

iv. Receiving, processing, and integrating eCR data into occupational and cancer surveillance systems;

v. Approaches for capturing and coding occupation and industry information;

vi. Evaluating performance of trigger codes and reporting specifications;

vii. Lessons learned that may inform mesothelioma registry feasibility;

viii. FAQs for any technical troubleshooting necessary for successful implementation of eCR.

Deliverables (Task 6)

• Interim report.

• Final report.

• Webinar recording, slides, and written implementation resource (digital copies).

Item	Description	Quantity or No. of Copies	Delivery Date	Deliver To
1	**Interim report** summarizing (1) the status of eCR infrastructure, RCKMS connectivity, and condition authoring; (2) early experience receiving eCRs for the	1	Due approximately 120 days after award	Project Officer (PO) and

	targeted conditions; (3) initial data quality, completeness, and timeliness observations; (4) challenges encountered and any solutions implemented.			COR by email
2	**Final report** summarizing (1) overall implementation experience, including acceptability to staff (occupational health, RCKMS program, informatics, IT, cancer registry, and other engaged staff), resource requirements (staff time, IT support), scalability considerations, and challenges identified; (2) operational description and diagrams of data flows from healthcare organizations through AIMS and RCKMS to the health department program(s); (3) adequacy of the data received for surveillance and reporting, including summaries of case counts and basic descriptive characteristics for each condition, with attention to OI data metrics; (4) analytic summary of trigger performance and data quality for each condition, including tables and figures suitable for inclusion in peer-reviewed publications or technical reports; (5) recommended revisions to RCKMS default and optional logic sets and implementation guidance for healthcare organizations and health departments; (6) mesothelioma RCA concept plan, including proposed mesothelioma-specific RCKMS logic set(s) and recommended data elements.	1	Due on or before contract end date	Project Officer (PO) and COR by email
3	**Webinar recording, slides, and written implementation resource (digital copies)** developed from the public health department perspective to support adoption of eCR for these conditions. These resources shall cover, at a minimum: (1) ensuring and testing connectivity to messaging platforms (AIMS, RCKMS); (2) authoring and refining conditions in	1	Due on or before contract end date	Project Officer (PO) and COR by email

	RCKMS; (3) encouraging and supporting implementation of eCR trigger criteria by healthcare organizations; (4) receiving, processing, and integrating eCR data into occupational and cancer surveillance systems; (5) approaches for capturing and coding occupation and industry information; (6) evaluating performance of trigger codes and reporting specifications; (7) lessons learned that may inform mesothelioma registry feasibility.			

SECTION 5 – GOVERNMENT FURNISHED PROPERTY

None.

SECTION 6 – PLACE OF PERFORMANCE

Contract work will be performed at the contractor's facilities.

SECTION 7 – TRAVEL

No travel is anticipated under this contract. Any required travel must be pre-approved by the Contracting Officer's Representative (COR) and will be conducted in accordance with applicable federal travel regulations.

SECTION 8 – DELIVERABLES / REPORTING SCHEDULE

Items:

1. Project plan and documentation of IRB/human subjects determinations (if applicable).

2. Interim report summarizing early implementation (Tasks 1–3).

3. Trigger validation and data quality summary (Task 4) – may be submitted as standalone technical memo or as part of final report draft.

4. Mesothelioma RCA concept plan (Task 5).

5. Final report covering all tasks.

6. Knowledge dissemination products (webinar recording, slides, implementation resource).

SECTION 9 – REFERENCE MATERIALS

• Relevant Statements of Work and reports.

• Association of Public Health Laboratories (APHL) electronic case reporting implementation guidance for public health agencies.

• RCKMS content repository hosts available reporting specifications documents for:

  • Asbestosis

  • Byssinosis

  • Coal Worker's Pneumoconiosis

  • Farmer's Lung

  • Silicosis

  • Work-related Asthma

• Applicable CDC/NIOSH and APHL eCR technical guidance.

• CDA® R2 Implementation Guide: Public Health Case Report - the Electronic Initial Case Report Release 2, STU Release 3.1.1 - US Realm (eICR R3.1.1) standard

• NIOSH surveillance case definitions:

  • Work-related asthma

  • Silicosis

• NIOSH Industry and Occupation Computerized Coding System (NIOCCS)

SECTION 10 – MINIMUM VENDOR QUALIFICATIONS

The contractor must be a jurisdictional public health agency (e.g., state, territorial, or large local health department) with:

1. Demonstrated capacity to implement and operate electronic case reporting, including:

   a. Existing or rapidly attainable connectivity to the APHL AIMS platform and participation in RCKMS;

   b. Experience receiving and processing eICR messages in HL7 CDA R3.1.1 format.

2. Demonstrated capacity and legal authority to conduct surveillance for occupational and/or chronic respiratory diseases (e.g., silicosis, asbestosis, WRA) and to receive and analyze case report data.

3. Access to informatics and IT support sufficient to:

   a. Configure and test data flows from AIMS and RCKMS;

   b. Parse, store, and analyze XML eICRs in an electronic database;

   c. Implement basic deduplication and linkage processes.

4. Capacity to disseminate findings to external stakeholders via digital formats, including interactive online sessions (e.g., webinars).

SECTION 11 – SPECIAL CONSIDERATIONS

Standard HHS and CDC/NIOSH requirements regarding Section 508 accessibility, information security, Covered Contractor Information Systems, HIPAA compliance (if applicable), and secure data transfer (e.g., CDC SFTP and SAMS) shall apply and may be incorporated consistent with Office of Acquisition Services guidance.

SECTION D- PURCHASE ORDER CLAUSES AND PROVISIONS

The following provisions and clauses are applicable to this purchase order:

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)
This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far https://www.acquisition.gov/hhsar

FAR SOURCE	TITLE AND DATE
FAR 52.203-17	Contractor Employee Whistleblower Rights (NOV 2023)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
FAR 52.204-13	System for Award Management Maintenance (DEVIATION) (RFO AUG 2025)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION) (RFO APR 2026)
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION) (RFO APR 2026)
FAR 52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services (DEVIATION) (RFO APRIL 2026)
FAR 52.222-3	Convict Labor (DEVIATION) (RFO APR 2026)
FAR 52.222-19	Child Labor-Cooperation with Authorities and Remedies (RFO APR 2026)
FAR 52.222-35	Equal Opportunity for Veterans (DEVIATION) (RFO APR 2026)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities (DEVIATION) (RFO APR 2026)
FAR 52.222-37	Employment Reports on Veterans (DEVIATION) (RFO APR 2026)
FAR 52.222-50	Combating Trafficking in Persons (DEVIATION) (RFO APR 2026)
FAR 52.222-54	Employment Eligibility Verification (DEVIATION) (RFO APR 2026)
FAR 52.222-90	Addressing DEI Discrimination by Federal Contractors (DEVIATION) (RFO APR 2026)
FAR 52.223-23	Sustainable Products and Services (DEVIATION) (RFO APR 2026)
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
FAR 52.232-33	Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEVIATION) (RFO APR 2026)
FAR 52.233-3	Protest after Award (DEVIATION) (RFO APR 2026)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (DEVIATION) (RFO APR 2026)
FAR 52.240-91	Security Prohibitions and Exclusions (DEVIATION) (RFO NOV 2025)

FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (DEVIATION) (RFO NOV 2025)

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

52.222-54 Employment Eligibility Verification (JAN 2025)

(a) *Definitions*. As used in this clause-
Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements*.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

(i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees*.

(A) *Enrolled 90 calendar days or more*. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-Verify.gov.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for—

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors.

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

HHSAR 352.203-70 Anti-Lobbying (Jun 2026)

Pursuant to the HHS annual appropriations acts, except for normal and recognized executive-legislative relationships, the Contractor must not use any HHS contract funds for:
(a) Publicity or propaganda purposes;

(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself; or

(c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative

action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

(d) The prohibitions in paragraphs (a), (b), and (c) of this clause include any activity to advocate or promote any proposed, pending, or future federal, state, or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

(End of clause)

HHSAR 352.232-71 Electronic submission of payment requests (Apr 2026)(RFO Deviation)

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 in FAR 32.905(b) and the applicable payment clause included in this contract.

(b) *Submission instructions.* Except as provided in paragraph (c) of this clause, the Contractor must 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) *Alternate submission procedures.* The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(d) *Submission of alternate payment procedures authorization.* If alternate payment procedures are authorized, the Contractor must include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

HHSAR 352.239-78 Information and Communication Technology Accessibility Notice. (Deviation)(Feb 2024)

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

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

platforms, information, and documentation conform to applicable Section 508 accessibility standards. Checklists and ACRs evaluate—in detail—whether the ICT conforms to specific Section 508 accessibility standards and identifies remediation efforts needed to address conformance issues.

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

(d) In order to facilitate the Government's determination whether proposed ICT supplies meet applicable Section 508 accessibility standards, offerors must submit an Accessibility Conformance Report, in accordance with its completion instructions and tailored to the requirements in the solicitation. The purpose of the Report is to assist HHS acquisition and program officials in determining whether proposed ICT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document, in detail, whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available at https://Section508.gov/.

(e) In order to facilitate the Government's determination whether proposed ICT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the ICT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

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

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

(End of provision)

HHSAR 352.239-79 Information and Communication Technology Accessibility (FEB 2024)(Deviation)

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

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

205 WCAG 2.0 Level A & AA Success Criteria
302 Functional Performance Criteria
502 Inoperability with Assistive Technology
504 Authoring Tools
602 Support Documentation
603 Support Services

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

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

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

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

(End of clause)

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.

(End of clause)

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.

(End of clause)

CDCG.07 Payment by Electronic Funds Transfer (Jan 2026)

(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[1]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

(End of clause)

CDCH.05 Prohibition of Food, Meals and Light Refreshments (Jun 2012)

The inclusion of food, meals, beverages or light refreshments is expressly prohibited in the performance of this contract and is considered an unallowable contract expense. This prohibition on the inclusion of food shall be flowed down and included in all subcontracts, purchase orders, and agreements issued in the performance of this contract. Food and meals may not be accepted and shall not be provided even if offered at no additional cost to CDC.

(End of clause)

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.

(End of clause)

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

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, this does not preclude reimbursement for overtime work 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 possible.

(End of clause)

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.

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

(End of clause)

CDCH.20 Non-Personal Services (Jun 2020)

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

(b) The Contractor shall comply with, and ensure their employees and subcontractors comply with, CDC Policy titled Contractor Identification and Safeguarding of Non-Public Information (Policy No. CDC-IS-2006-01). No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. 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 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.10 – Artificial Intelligence Compliance and Risk Management Plan (July 2026)

Artificial Intelligence (AI) Use Compliance a

The use of Artificial Intelligence (AI), including GenAI, is prohibited without an approved AI Compliance and Risk Management Plan. The contractor is responsible for updating the AI Compliance and Risk Management Plan throughout the life of the contract as changes occur. If a change to AI use, AI functionality, AI model, or deployment configuration is anticipated, the contractor must notify the contracting officer and Contracting Officer's Representative (COR) immediately and provide a revised plan. The government will issue approval or disapproval before AI can be incorporated. The contractor must identify whether planned or potential AI use may involve a high-impact AI use case (as defined in defined in Appendix A of OMB-M-25-21) and must provide sufficient descriptive information for the Government to complete any required AI impact or high-impact assessment.

The AI Compliance and Risk Management Plan must:

1. Identify the specific tasks or functions where AI will be used.
2. Explain how logs, audits, or other forms of AI generated data will be stored, used, retained, or deleted.
3. State whether the AI technologies are open-source, proprietary, or any other type.
4. Include applicable model cards or system documentation describing the AI technologies used.
5. Describe how bias in AI models and outputs will be identified, monitored, and mitigated, including the origin, quality, and weighting of data.
6. Explain the AI safeguards in place, including compliance and risk management practices, protections against unauthorized data access, and steps taken to manage bias and reduce risk in alignment with applicable AI policies and directives.
7. Describe internal policies governing AI use, including transparency, accountability, data integrity, accuracy, protection of sensitive or proprietary information, foreseeable risks, and potential social impacts.
8. Explain how the contractor will assess and prevent unfair or disparate impacts, address privacy, civil rights, and civil liberties concerns, and prevent misuse, unauthorized use, or corruption of AI systems.
9. Confirm that the AI solution will not make or support decisions based on unlawful discrimination in violation of federal civil rights laws, including Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA).
10. Describe how applicable technological or voluntary consensus standards will be incorporated to reduce acquisition and operational risk
11. The plan must describe how Government data, outputs, prompts, logs, and outputs be accessed, used, protected, retained, deleted, and transferred, and identify any proposed limitations on Government rights, access, or reuse.
12. The AI Compliance and Risk Management Plan will be reviewed by the Government and an approval or disapproval issued.

The vendor must ensure that any AI use adheres to the following requirements of the HHS AI Strategy:

AI Safeguards:

- The contractor must assess and reduce risks related to unintended disclosure of sensitive information, including conducting model-specific risk analyses before releasing or sharing AI models or model weights. Documentation must describe the origin, quality, and suitability of training data; how bias is identified and managed; how sensitive data is protected; and how models are selected, trained, tested, validated, audited, and maintained. The contractor must also document data sourcing, transparency practices, output weighting methods, and responsible data use. Compliance with NIST standards and HHS AI policy must be documented.

Data Portability and Interoperability:

- The contractor or service provider must ensure the use of open and standard Data formats and application programming interfaces (APIs) for all Data Outputs, Custom Developments, and AI Systems.

- The contractor or service provider must ensure that neither the Contractor nor any applicable Service Provider use proprietary technologies or formats that require additional licensing or create vendor dependencies

- The contractor or service provider must provide tools enabling government customers to export all Government Data and content (including user-generated content, conversational history, uploaded documents, media files, and custom knowledge bases) in open, machine-readable formats such as JSON or XML. The export must preserve the data's structural and relational integrity, including associated schema definitions. The exported data and schema must be sufficient to allow accurate and complete ingestion and reconstruction of the data and relationships within a separate system and must not otherwise create vendor lock-in situations.

(End of Clause)

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

I. Non-public Information

_____ understands that in order to fulfill the responsibilities pursuant to the **SOW titled "Electronic Case Reporting", TBD** between the Centers for Disease Control and Prevention and **_____, dated [TBD],** employees of _____ 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 **(Company Name),** I will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

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

II. Procurement-Sensitive Information

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

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

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

In addition to complying with the non-disclosure requirements and safeguards stated above, I understand that my authorization to use CDC's grants management and procurement systems is strictly limited to the access and functions necessary for the performance of my responsibilities to the CDC and which have

been approved in advance by the CDC. I understand that I am not authorized to enter procurement requests for any requirements pertaining to contracts or subcontracts held by me or my employer.

IV. Identification as a Non-Government Employee

I understand that as an employee of a government contractor, I represent an independent organization and I am not an agent of the Government. Therefore, I agree that unless I have prior written authorization from the CDC, I will, at the beginning of interactions with CDC employees, employees of other governmental entities, members of the public (when such communication or interaction relates to the contractor's work with the CDC), identify myself as an employee of a contractor. I further agree to use the following identification procedures in connection with my work at the CDC:

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

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

B. I will identify myself as an employee of a contractor at the beginning of telephone conversations or conference calls;

C. I will not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises; the only other exception is when a CDC management official has granted permission to use the CDC logo.

D. I will program my CDC voice mail message to identify myself as a contractors' employee.

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

Name of contractor: _____

Name of Employee:_____

Signature of Employee:_____

Date:_____

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

SECTION L - Quote Preparation and Submission

Solicitation Questions

Questions concerning the solicitation document should be submitted in writing to the issuing office. Any additions, deletions, or changes to the solicitation will be made by amendment. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE SOLICITATION CONTRACTING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION DOCUMENT SHALL BE SUBMITTED TO THE CONTRACTING OFFICE.

Questions pertaining to the solicitation are due not later than August 25, 2026 by 12:00 P.M. EST.

Submit questions via e-mail to BOTH:
Marquetta Taylor at dwb7@cdc.gov
Sheena Delaine at kpz5@cdc.gov

In the subject block of the email identify the following information:
“RFQ 75D301-26-Q-79169 Questions – (Vendor Name)”

Be sure to reference the applicable solicitation section # (e.g., A, B, C, etc.), Page #, and Paragraph # pertaining to your question(s).

Proposal Submission

One (1) electronic copy of the entire proposal package (both Technical and Price proposals) shall be submitted via email to BOTH:
Marquetta Taylor at dwb7@cdc.gov
Sheena Delaine at kpz5@cdc.gov

In the subject block of the email identify the following information:
“75D301-26-Q-79169 Quote Submission – (Vendor Name)”

All proposals shall be submitted no later than August 17, 2026 by 12:00 P.M EST.

1. ELIGIBLE OFFEROR

This acquisition is a competitive purchase order. This RFQ is issued to **(Company Name).**

2. BASIS OF AWARD

a. The Centers for Disease Control and Prevention intends to award a Firm Fixed Price contract.

b. To be eligible for award, the Contractor must be registered in the System for Award Management (SAM).

c. It is the offeror’s responsibility to be familiar with applicable clauses and provisions (https://www.acquisition.gov).

d. Notice of Intent to Award without Discussions: The Government reserves the right to evaluate the quote and make award on the basis of initial submission without conducting exchanges.

3. FORMAT

a. Page Limitations

Technical Proposal – Maximum 25 pages
(Excludes cover page, table of contents, resumes, appendices, and BOE table)

Price Proposal – No page limitation

b. Format/Instructions

Offerors shall submit two (2) separate documents:

Volume I – Technical Proposal
Volume II – Price Proposal

Formatting requirements:
8.5 x 11 page
1-inch margins
Times New Roman, 12-point font
Single-spaced
Portrait orientation
Minimum 10-point font for tables/graphics

Pages shall be sequentially numbered. Pages exceeding the limit may not be evaluated.

4. REQUIRED CONTENT

Volume I – Technical Proposal

The Technical Proposal must not contain any reference to price.

The Offeror shall demonstrate understanding of the Statement of Work and provide a clear, concise approach to performing required services.

1. Technical Approach and Understanding

Technical Approach

Technical Factor 1 Technical Approach:

The technical proposal must show the technical approach in sufficient detail to provide a clear and concise proposal that addresses the requirements of the Statement of Work. The Contractor shall specifically address aspects such as technical understanding, methodology and approach, along with the sub-factors listed below

a. Quality and clarity of Technical Approach (description of how B Reader services will be delivered, workflows for receiving images/reports, QA processes)

b. Evidence of tools/processes to ensure timely reporting and documentation (e.g., IT capability, secure transfer, logging
c. Proposed QA and peer review procedures (recalibration, audit frequency)
d. Approaches to handle high volume or surge capacity (throughput estimates, contingency)

Technical Factor 2 Staffing Plan:

The Contractor shall provide qualified technical labor resources in numbers adequate to address the technical and administrative requirements and deliverable schedules outlined in the SOW. The description shall also include:

a. B Reader exam performance (overall and per-section performance; higher scores for stronger and consistent section-level %)
b. Reading volume (average chest radiographs per month; documented recency and reliability)
c. Inconsistency index (numeric value, with more points for higher acceptable index per guidance)
d. Board certification relevance and currency (RA/PL/OM)
e. Active academic appointment (U.S. medical school) and engagement in teaching/QA

Technical Factor 3: Management Plan

The Offeror shall demonstrate an overall understanding of the project and adequacy and feasibility of plans to address all items in the SOW. This includes the detailed description of specific tasks to be performed, methods and resources (not staffing) to be used and a discussion of problems likely to occur and plans for addressing them.

a. Staffing plan and continuity plan (coverage, redundancy, staffing FTs assigned)
b. Recordkeeping and verification of reading volumes (method to calculate/verify average reads)
c. Communications, scheduling, and escalation procedures (responsiveness and governance)
d. Accessibility/compliance and documentation completeness (attachments, CDC form, certificates)

The Offeror shall describe how tasks will be executed, including workflow, prioritization, communication, and coordination with the Government.

Volume II: Price Proposal
The Offeror shall submit a separate attachment entitled “Attachment 2 – Volume II: Price Proposal”

The Price Proposal shall include:

Completed Section B (CLIN Schedule)
Any pricing narrative necessary to explain the proposed pricing methodology and assumptions

The Price Proposal must reconcile with the total price proposed in Section B.

Offerors shall propose labor and pricing consistent with the requirements of the Statement of Work. Any deviations or assumptions shall be clearly explained.

The Government will evaluate price for reasonableness and consistency with the Offeror's technical approach.

Failure to provide sufficient pricing detail may impact the Government's ability to determine price reasonableness.

SECTION M- Evaluation Factors and Basis of Award

M.1 Basis for Award

This acquisition is competitive contract.

The Government will evaluate the Contractor's proposal to determine technical acceptability and price reasonableness.

Award will be made to the Contractor if the proposal is determined to be technically acceptable and the price is determined to be fair and reasonable.

M.2 Evaluation Factors

FACTOR 1 – TECHNICAL EVALUATION

- Technical Approach
- Staffing Plan
- Management Plan

FACTOR 2 – PRICE EVALUATION

Price will be evaluated for reasonableness and consistency with the technical approach.

The Government will assess whether pricing:

- Is fair and reasonable
- Aligns with the requirements of the Statement of Work
- Is supported by the CLIN structure

The Government may compare proposed pricing to the Independent Government Cost Estimate (IGCE) and other available information.

M.3 Responsibility Determination

The Government will make an affirmative determination of responsibility in accordance with FAR Subpart 9.1 prior to award.