BUSINESS PROPOSAL
Region 4
NN/LM Services

*FINAL PROPOSAL REVISION*

OMB NO. 0990-0115

University of Utah
1471 E Federal Way
Salt Lake City, UT 84102-1870

Wayne J Peay
Director, Spencer S Eccles Health Sciences Library
(801) 581-8771

Brent Brown, Esq
Director, Sponsored Projects
University of Utah
RAB 210
75 S 2000 E, Second Floor
Salt Lake City, UT 84112
(801) 581-3003

Barbara Bennett
Office of Audit Services
Office of Inspector General
Region 7
601 E 12th Street
Box 15687
Kansas City, MO 64106-0687
(816) 426-3591

Proposed Cost: $8,546,625.00 (5 years)

By Submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.

April 20, 2006
Date of Submission

[Signature]

Brent Brown, Esq
Director, Sponsored Projects
National Network of Libraries of Medicine (NN/LM)

NLM RFP 05-103/VMW
OMB NO. 0990-0115

University of Utah
Spencer S. Eccles Health Sciences Library
10 North 1900 East, Bldg. 589
Salt Lake City, UT 84112

Business Proposal
Outline of Final Proposal Revisions

Revisions to the final proposal were made in the following manner:
  - Eliminated text is denoted using a strikethrough. **Strikethrough**
  - New text is bolded. **Bold**

*See sample paragraph below:*

Electronic document delivery in the region will be coordinated by the **Network Member Liaison**. To assist libraries as they migrate to electronic document delivery, the Network Member Liaison will develop promotional and instructional materials on how to use current and emerging methods of electronic delivery. These materials will be available from the web and will form the basis of articles to be published in the MCR newsletter. Information on electronic document delivery will be included on the MCR web site. Articles will be written for the Plains to Peaks Post newsletter, as well as short reminders or notices will be included in the weekly RML News. Articles will also be written for state and local health science library newsletters, where possible. State liaisons will be responsible for including information on electronic document delivery in communications and visits with member librarians. They will also present information on electronic document delivery at local health science library meetings and when teaching classes to health science librarians. The MCR will pull statistics on an annual basis to determine whether we are meeting the indicators for the number of libraries offering electronic document delivery service.

Five new appendices (7-11) were added to the document. The table of contents has been updated to reflect the current document.
Offeror's Name: University of Utah  
Region Number Proposed: 4  
Type of Proposal: Business  
Statement of Work Area: NN/LM Services

<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section</strong></td>
</tr>
<tr>
<td>Cover Sheet</td>
</tr>
<tr>
<td>Proposal Summary and Data Record</td>
</tr>
<tr>
<td>Disclosure of Lobbying Activities</td>
</tr>
<tr>
<td>Contact Points</td>
</tr>
<tr>
<td>Summary of Proposed Estimated Cost and Labor Hours</td>
</tr>
<tr>
<td>Budget Justification</td>
</tr>
<tr>
<td>Budgets</td>
</tr>
<tr>
<td>Qualifications of Offeror</td>
</tr>
<tr>
<td>Other Administrative Data</td>
</tr>
<tr>
<td>Subcontractors</td>
</tr>
<tr>
<td>Representations and Certifications</td>
</tr>
<tr>
<td>Appendix 1</td>
</tr>
<tr>
<td>Appendix 2</td>
</tr>
<tr>
<td>Appendix 3</td>
</tr>
<tr>
<td>Appendix 4</td>
</tr>
<tr>
<td>Appendix 5</td>
</tr>
<tr>
<td>Appendix 6</td>
</tr>
<tr>
<td>Appendix 7</td>
</tr>
<tr>
<td>Appendix 8</td>
</tr>
<tr>
<td>Appendix 9</td>
</tr>
<tr>
<td>Appendix 10</td>
</tr>
<tr>
<td>Appendix 11</td>
</tr>
</tbody>
</table>
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0940-0048), Washington, D.C. 20503.

<table>
<thead>
<tr>
<th>DEPARTMENT OF HEALTH AND HUMAN SERVICES</th>
<th>RFP/CONTRACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC HEALTH SERVICE</td>
<td>NLM RFP 05-103/VMW</td>
</tr>
<tr>
<td>NATIONAL INSTITUTES OF HEALTH</td>
<td></td>
</tr>
<tr>
<td>PROPOSAL SUMMARY AND DATA RECORD</td>
<td></td>
</tr>
</tbody>
</table>

**PROJECT TITLE (Title or RFP or Contract Proposal)**

National Network of Libraries of Medicine (NN/LM)

**LEGAL NAME AND ADDRESS OF OFFEROR**

University of Utah
1471 E Federal Way
Salt Lake City, UT 84102-1870

**PLACE OF PERFORMANCE (Full address including ZIP)**

University of Utah
10 N 1900 E
Salt Lake City, UT 84112-5890

**TYPE OF CONTRACT PROPOSED**

☑️ FIXED PRICE
☐️ COST-PLUS-FIXED-FEE
☐️ OTHER

**ESTIMATED TIME REQUIRED TO COMPLETE PROJECT**

5 years

**ESTIMATED DIRECT COSTS IN PROPOSED YEAR (From Budget Year 1)**

1,199,326 (Year 1)

**PROPOSED STARTING DATE**

May 1, 2006

**DOES THIS PROPOSAL INCLUDE A SUBCONTRACT?**

☐️ YES ☐️ NO

(If yes, please furnish name and description of subcontractor and basis of selection and responsibility for selection of subcontractor.)

**NAME AND TITLE OF PRINCIPAL INVESTIGATOR**

Wayne J. Peay, Director

**NAME AND TITLE OF CO-INVESTIGATOR (Use attachment if necessary)**

**SOCIAL SECURITY NO.**

4

**EST. HOURS WEEKLY**

(801) 581-3871

**AREA CODE/TELEPHONE NUMBER**

**NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO NEGOTIATE CONTRACTS**

Brent Brown, Director OSP

**AREA CODE/TELEPHONE NUMBER**

(801) 581-3003

**NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE CONTRACTS**

Brent Brown, Director OSP

**AREA CODE/TELEPHONE NUMBER**

(801) 581-3003

**DOS THIS PROPOSAL INVOLVE EXPERIMENTS WITH HUMAN SUBJECTS?**

☐️ YES ☐️ NO

(If yes, please indicate whether approval has been obtained from human subjects committee.

**INSTITUTION'S GENERAL ASSURANCE RE: HUMAN SUBJECTS**

☐️ YES ☐️ NO

**INSTITUTION'S REVIEW BOARD'S APPROVAL OF THIS PROPOSAL**

☐️ YES ☐️ NO

**AN EXAMPLE OF THE INFORMED CONSENT FOR THIS STUDY IS ENCLOSED**

☐️ YES ☐️ NO

**A CLINICAL PROTOCOL IS ENCLOSED**

☐️ YES ☐️ NO

**OFFEROR'S ACKNOWLEDGMENT OF AMENDMENTS TO THE RFP (Use attachment if necessary)**

**ERRATA NUMBER**

DATE

ERRATA NUMBER

DATE

**NAME, ADDRESS, AND PHONE NUMBER OF COGNIZANT GOVERNMENT AUDIT AGENCY**

Barbara Bennett
Office of Audit Services, Office of Inspector General, Region 7
601 E 12th Street
Box 15887
Kansas City, MO 64106-1867
Ph. (816)426-3591

**NUMBER OF EMPLOYEES CURRENTLY EMPLOYED**

18,000

**DOLLAR VOLUME OF BUSINESS PER ANNUM**

300,000,000

**THIS OFFER EXPIRES**

DAYS FROM THE DATE OF THIS OFFER (120 days if not specified)

**FOR THE INSTITUTION**

**SIGNATURE OF PRINCIPAL INVESTIGATOR**

Wayne J. Peay, Director

**EMPLOYER IDENTIFICATION NUMBER**

87-6000525

**SIGNATURE OF BUSINESS REPRESENTATIVE**

Brent Brown, Director, OSP

**DATE OF OFFER**

Proposal Summary and Data Record
Form 2043
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. CONTRACT</td>
<td>a. BID / OFFER / APPLICATION</td>
<td>a. INITIAL FILING</td>
</tr>
<tr>
<td>b. GRANT</td>
<td>b. INITIAL AWARD</td>
<td>b. MATERIAL CHANGE</td>
</tr>
<tr>
<td>c. COOPERATIVE AGREEMENT</td>
<td>c. POST-AWARD</td>
<td>FOR MATERIAL CHANGE ONLY:</td>
</tr>
<tr>
<td>d. LOAN</td>
<td></td>
<td>YEAR ______ QUARTER _____</td>
</tr>
<tr>
<td>e. LOAN GUARANTEE</td>
<td></td>
<td>DATE OF LAST REPORT _____</td>
</tr>
<tr>
<td>f. LOAN INSURANCE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Name and Address of Reporting Entity:
   - PRIME □ SUBAWARDEE
     TIER ____, IF KNOWN:

Congressional District, if known:
Congressional District, if known:

6. Federal Department/Agency
   National Library of Medicine

7. Federal Program Name/Description:
   NLM-05-103-VMW
   CFDA Number, if applicable: ________

8. Federal Action Number if known:

9. Award Amount if known:

10a. Name and Address of Lobbying Entity
    (if individual, last name, first name, MI)
    none

10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI)

11. Amount of Payment (check all that apply):
    $ _______ □ actual □ planned

12. Form of Payment (check all that apply):
    □ a. cash
    □ b. in-kind; specify: nature ________ value ________

13. Type of Payment (check all that apply):
    □ a. RETAINER
    □ b. ONE-TIME FEE
    □ c. COMMISSION
    □ d. CONTINGENT FEE
    □ e. DEFERRED
    □ f. OTHER; SPECIFY: ________

14. Brief Description of Services performed or to be performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:
    none

15. Continuation Sheet(s) SF LLL-A attached: □ Yes □ No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: ____________________________
Printed Name: Elliott C. Kulakowski, PhD
Title: Director, Sponsored Projects
Telephone: 801-581-6903 Date: 7-1-05

AUTHORIZED FOR LOCAL REPRODUCTION
Standard Form – LLL
N/A

Reporting Entity: ___________________________ Page _____ of _____

Authorized for Local Reproduction
Standard Form – LLL-A
CONTACT POINTS

Complete the following and return with the BUSINESS PROPOSAL.

Name, Title and Address* of Business Representative with whom daily contact is required.

Brent Brown, Esq
Name
(801) 581-3003 Telephone Number

Director, Sponsored Projects
Institutional Title
(801) 585-5749 FAX Number

Office of Sponsored Projects
Institutional Office
ospawards@osp.utah.edu E-Mail Address

University of Utah
Institution Name

RAB 210, 75 S 2000 E, Second Floor
Street Address
Salt Lake City, UT 84112 Zip Code

Name, Institutional Title and Address of Proposed Principal Investigator

Wayne J Peay
Name
(801) 581-8771 Telephone Number

Director
Institutional Title
(801) 581-3632 FAX Number

Spencer S Eccles Health Sciences Library
Institutional Division, etc.
wayne@lib.med.utah.edu E-Mail Address

10 N 1900 E, Bldg 589
Street Address

Salt Lake City, UT 84112 Zip Code

These exact addresses are necessary to ensure that contact can be made with the proper individual(s) in the most expeditious manner.

* May not necessarily be same as legal address of offeror.
**Please use actual street address, not P.O. Box.
### National Network of Libraries of Medicine
#### MidContinental Region
#### Summary of Proposed Estimated Cost and Labor Hours

*FINAL PROPOSAL REVISION*

<table>
<thead>
<tr>
<th>Direct Labor Hours</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td>Wayne J. Peay</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
</tr>
<tr>
<td>Associate Director</td>
<td>Claire Harnasu</td>
<td>2,080</td>
<td>2,080</td>
<td>2,080</td>
<td>2,080</td>
<td>2,080</td>
</tr>
<tr>
<td>Network Member and Utah State Liaison</td>
<td>TBA</td>
<td>2,080</td>
<td>2,080</td>
<td>2,080</td>
<td>2,080</td>
<td>2,080</td>
</tr>
<tr>
<td>Technology Coordinator</td>
<td>Sharon Dennis</td>
<td>1,716</td>
<td>1,716</td>
<td>1,716</td>
<td>1,716</td>
<td>1,716</td>
</tr>
<tr>
<td>Project Coordinator</td>
<td>Suzanne Sawyer</td>
<td>2,080</td>
<td>2,080</td>
<td>2,080</td>
<td>2,080</td>
<td>2,080</td>
</tr>
<tr>
<td>Financial Analyst</td>
<td>Amber Molyneaux</td>
<td>520</td>
<td>520</td>
<td>520</td>
<td>520</td>
<td>520</td>
</tr>
<tr>
<td>DOCLINE Liaison</td>
<td>Camille Salmond</td>
<td>312</td>
<td>312</td>
<td>312</td>
<td>312</td>
<td>312</td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td>8,996</td>
<td>8,996</td>
<td>8,996</td>
<td>8,996</td>
<td>8,996</td>
<td>44,980</td>
</tr>
</tbody>
</table>

| **Direct Labor Cost**                        | 238,033| 247,554| 257,457| 267,754| 278,464| 1,289,262 |

| **Fringe Benefits**                          | 78,551 | 81,693 | 84,961 | 88,359 | 91,893 | 425,457  |

| **Material Cost**                            |        |        |        |        |        |        |
| Computer Equipment                           | 0      | 15,600 | 5,000  | 9,000  | 4,600  | 34,200  |
| Video Broadcasting Unit                      | 0      | 3,000  | 21,000 | 1,000  | 1,000  | 26,000  |
| Digital Repository                           | 0      | 0      | 0      | 0      | 29,000 | 29,000  |

| **Travel Cost**                              | 19,999 | 28,045 | 27,076 | 27,725 | 28,391 | 131,236 |
| Staff                                        | 19,958 | 38,291 | 39,210 | 40,151 | 41,115 | 178,725 |

| **Other Cost**                               |        |        |        |        |        |        |
| Supplies                                     | 6,638  | 24,770 | 25,364 | 25,973 | 26,597 | 109,343 |
| Reproduction                                 | 6,450  | 5,260  | 5,386  | 5,516  | 5,648  | 28,260  |
| Communications                               | 16,602 | 19,120 | 19,579 | 20,049 | 20,530 | 95,940  |
| Consultants                                  | 3,000  | 25,515 | 69,015 | 3,907  | 22,000 | 123,437 |
| RML Liaison Subcontracts                     | 642,720| 753,026| 749,845| 803,444| 802,252| 3,751,287|
| Competitive Subcontracts                     | 0      | 190,000| 121,000| 33,000 | 0      | 344,000  |
| Other                                        | 9,517  | 117,000| 161,537| 309,609| 327,172| 924,835  |

**TOTAL DIRECT COST**                         | 1,041,528| 1,548,874| 1,586,430| 1,635,488| 1,678,663| 7,490,983 |
**MODIFIED TOTAL DIRECT COST (MTDC)**         | 573,808 | 745,848 | 836,585 | 832,044 | 850,411 | 3,838,696 |
**OVERHEAD/IDC (27.5%)**                      | 157,798 | 205,106 | 230,061 | 226,812 | 233,863 | 1,055,642 |
**GRAND TOTAL OF ESTIMATED COST**             | 1,199,326| 1,753,982| 1,816,491| 1,864,299| 1,912,526| 8,546,625 |
Professional Personnel

**Director**

Wayne J. Peay is the NN/LM MCR Director. He is responsible for overall implementation of the contract and will be the key contact for technical aspects of the contract. During the contract he will contribute 10% (208 hrs.) of his time at no cost to the project.

**Associate Director**

Claire Hamasu is the NN/LM MCR Associate Director responsible for the coordination of planning, implementing and evaluating NN/LM programs, including the Special Projects. She will supervise the RML staff and coordinate the activities of the RML liaisons. She is responsible for developing annual program objectives, budgets and for submitting reports on the progress of the contract to the NLM. This is a full-time position (2080 hrs.) The starting salary is $85,040. Salary increases for future years are based on 4% permitted by the University of Utah.

**Network Member and Utah State Liaison**

We are currently recruiting for this position. See Appendix 7 for the job announcement.

Molly Youngkin is the RML liaison for the University of Utah. She will be responsible for statewide coordination of RML resources and services. The Network Member Liaison is responsible for:
- coordinating recruitment of new members
- services to full as well as Affiliate Network members
- developing and encouraging resource sharing in the region
- Consortia development
- DOCLINE support and management
- Coordinate regional response to DOCLINE team questions and testing of system enhancements
- Regional licensing coordination

The starting salary is $51,917. Salary increases for future years are based on 4% permitted by the University of Utah.

**Technology Coordinator**

Sharon Dennis shares responsibility for providing technology leadership for MidContinental Region programs and projects. As Technology Coordinator she:
partners with all liaisons to support the use of technology to improve library services and access to health information.
- explores new uses for video technology and coordinates the video technology projects to improve collaboration and training in the region.
- supports the usability of the MidContinental Region's web site.
This is a .825 FTE position with a starting salary of $51,757. Salary increases for future years are based on 4% permitted by the University of Utah.

Year 1 budget for Professional Personnel is $188,714.

Year 2 budget for Professional Personnel is $196,261.

Support Personnel

Project Coordinator

Suzanne Sawyer, Project Coordinator, is responsible for the day-to-day operation of the RML office. As Project Coordinator she:
- triages voice and data communications to the RML office
- assures that the web site is current
- edits and designs the layout of the newsletter and other publications
- assists in the preparation of RML plans, budgets, reports and meetings.
- manages the subcontracts and Network membership for the region.
This is a full-time position (2080 hrs.) with a starting salary of $35,095. Salary increases for future years are based on 4% permitted by the University of Utah.

Financial Analyst

Amber Molyneaux, Financial Analyst, is responsible for the administration of the project budget. In this capacity, she is responsible for management of financial records, developing and maintaining project records and preparing financial reports. This is 0.25 FTE position (520 hrs.) with a starting salary of $9,899. Salary increases for future years are based on 4% permitted by the University of Utah.

DOCLINE Liaison

Camille Salmord consults with the liaisons advising them on ILL issues in the region. She
- approves routing table changes
- handles DOCLINE holds
- answers questions from Network members and liaisons
- contributes to the regional response to DOCLINE team questions and testing of new DOCLINE features
- provides training as needed
- reviews DOCLINE training materials and publications from the region for accuracy
- assists with follow up on potential Network members in Utah
This is a 0.15 FTE position (312 hrs.) with a starting salary of $4,325. Salary increases for future years are based on 4% permitted by the University of Utah.
Year 1 budget for Support Personnel is $49,319.

Year 2 budget for Support Personnel is $51,293.

Fringe Benefits

The benefits for each of the positions are calculated on the University of Utah standard rate of 33%. See Appendix 1 for fringe benefit rate justification.

Year 1 budget for Fringe Benefits is $78,551.

Year 2 budget for Fringe Benefits is $81,693.

Nonexpendable Equipment

Note: The University of Utah applies an indirect cost to equipment purchases under $5,000. All equipment proposed falls into this category.

Computer Equipment

Year 1

Four replacement laptops @ $2,000 each will be purchased. The prices are based on the Dell Latitude Series laptops. Two of the laptops will be used to demonstrate NLM resources in the exhibit booth at regional meetings and assigned national meetings. The other two laptops will be for the Project Coordinator and Network Membership/Utah Liaison.

A 19” flat screen replacement monitor will be purchased for the Project Coordinator for $2,000.

Replacement hand held devices will be purchased for the Project Coordinator and the Network Member/Utah Liaison @ $400 each. Prices are based on HP iPaq Pocket PC hx4700.

Two ipod shuffles @ $100 each will be purchased to test the use of these mobile units in storing and delivering audio-presentations, pod-casting.

Year 2

Two Six replacement laptops @ $2,000 each will be purchased for the Associate Director, Technology Coordinator, Project Coordinator, Network member/Utah Liaison, and two will be used for exhibits. The prices are based on the Dell Latitude Series Laptops.

A 19” flat screen replacement monitor will be purchased for the Project Coordinator for $2,000.

Replacement hand held devices @ $400 each will be purchased for the Associate Director, the Technology Coordinator, Project Coordinator and
**Network Member/Utah Liaison.** Prices are based on HP iPaq Pocket PC hx4700.

**Video Equipment**

**Year 1**

A video broadcasting unit that will be used for training Network members to broadcast events and that will be available for loan to broadcast events from their own institution to the rest of the region. The RML has been using a unit owned by the Eccles Health Sciences Library. With the expansion of the training program to Network members, the MidContinental Regional Medical Library proposes purchasing its own unit at a cost of $9,889. The pricing was based on the unit already owned by the library. Components of this video broadcasting unit include:

- an encoding station @ $2,934
- a switching station @ $337
- a mixer @ $666
- a chassis @ $995
- a streaming capture card @ $829
- a scan converter @ $170
- 2 Lavalier microphones @ $1,350
- a table top microphone @ $102 for broadcasting panel discussions or meetings
- a Canon digital video camcorder @ $1,499
- a Tripod @ $500
- a Travel/Rackmount case @ $500

Sixteen webcams and headsets will be purchased. Replacement webcams and headsets will be purchased for professional staff and Project Coordinator @ $400. Twelve webcams and headsets will be purchased for members of the Regional Advisory Board @ $1,200. The equipment is necessary for regularly held videoconferences that will be scheduled between board members and RML staff. The RML is trying to integrate the use of communication technologies into the work practices of our board members. Pricing is based on the Logitech web cams @ $80 each and Plantronics headsets @ $20 each currently owned by the RML.

**Year 2**

Three Personal Interface to the Grid (PIGs) @ $600 each will be purchased for lending to Network members who want to participate in workshops offered using the Access Grid.

Six **Twelve** webcams and headsets will be purchased for new Regional Advisory Board members @ $600 **$1200**. The equipment is necessary for regularly held videoconferences scheduled between board members and RML staff. The RML is trying to integrate the use of communication technologies into the work practices of our board members. Pricing is based on the Logitech web cams @ $80 each and Plantronics headsets @ $20 each currently owned by the RML.
Year 1 budget for Nonexpendable Property is $22,489.
Year 1 budget for Nonexpendable Property is $0.

Year 2 budget for Nonexpendable Property is $7,200.
Year 2 budget for Nonexpendable Property is $18,600.

Supplies

Year 1

No promotional materials
No new resources added to netLibrary.

The supplies budget for the contract will be $49,085 $6,638 for the first year of the contract. The budget will support the costs of general office supplies, software, and the supplies needed for exhibit and presentation efforts. This includes furnishing exhibit booths, providing electricity and equipment rentals. Office supplies and materials will be purchased and used for RML activities. During each year of the contract $1000 has been budgeted for software acquisition. Applications will be evaluated by the Technology Coordinator and the Technology Liaison. The budget will also cover the cost for professional development materials from MLA and netLibrary that the RML loans to Network members and professional development fees incurred by RML staff to gain the knowledge and skills necessary for the positions.

Year 2

The supplies budget for the contract will be $24,770 for the second year of the contract with an annual increase of 2.4% in years 3, 4, and 5. The budget will support the costs of general office supplies, software, and the supplies needed for exhibit and presentation efforts. This includes furnishing exhibit booths, providing electricity and equipment rentals. Office supplies and materials will be purchased and used for RML activities. During each year of the contract $1000 has been budgeted for software acquisition. Applications will be evaluated by the Technology Coordinator and the Technology Liaison. During year 2, $5,685 will be used to purchase 3 inSors desktop software kits needed for the Personal Interface to the Grid. The budget will also cover the cost for professional development materials from MLA and netLibrary that the RML loans to Network members and professional development fees incurred by RML staff to gain the knowledge and skills necessary for the positions.

Year 1 budget for Supplies is $19,085.
Year 1 budget for Supplies is $6,638.

Year 2 budget for Supplies is $24,770.

Travel

Staff Travel Year 1

One videobroadcasting training trip
One outreach trip to St. George and 1 outreach trip to Price. 
The travel for the RML staff will support exhibits/presentations at national 
professional meetings and the Utah state library association meeting, 
outreach and training activities, attendance at the RML Directors Meetings, 
Regional Advisory Board meetings, professional development events, and RML planning meetings for Salt Lake City staff.

Staff Travel Year 2

The travel for the RML staff will support exhibits/presentations at professional 
meetings, outreach and training activities, attendance at the RML Directors 
Meetings, Regional Advisory Board meetings, professional development events, 
and RML planning meetings. See Appendix 2 for a detailed description of all 
staff travel for Years 1 and 2.

Year 1 budget for staff travel is $ 29,051.
Year 1 budget for staff travel is $ 19,999.

Year 2 budget for staff travel is $ 26,441.
Year 2 budget for staff travel is $ 28,045.

Other Travel

The travel for liaisons will support exhibits/presentations at assigned national 
meetings, attendance at Regional Advisory Board meetings and MCMLA. The 
RML will reimburse advisory board members to attend the Regional Advisory 
Board meetings held in conjunction with the MidContinental Chapter of the 
Medical Library Association meeting.

Local librarians will be reimbursed for travel costs incurred when they volunteer 
to assist RML staff in the exhibit hall at nationally assigned meetings.

Consultants will be reimbursed for their travel costs incurred when they teach 
their workshops. See Appendix 2 for a detailed description of all other travel for 
Year 1 and 2.

Year 1 budget for other travel is $ 36,140.
Year 1 budget for other travel is $ 19,958.

Year 2 budget for other travel is $ 38,291.

Consultant Fee

Instructor for Proposal Writing Workshops

J. Randal Johnson Ph.D. has agreed to co-teach with the Associate Director a 
series of workshops for Network members on writing a proposal. This will help 
achieve the RML's outcomes of increasing the number of successful proposals 
submitted from this region. Dr. Johnson successfully co-taught workshops for the 
RML in 2004. During the contract he has agreed to teach five workshops @ 
$1,500 each plus reimbursement for travel. Two workshops will be taught in year
1 and one workshop will be taught in year 2. Mr. Johnson’s consulting agreement, resume and letter of commitment are included in the Appendices.

**Instructor for Library Marketing Workshops**

In year 2, Pat Wagner co-owner Pattern Research, Inc will teach two of her marketing classes @ $2,000 a class for Network members plus reimbursement for travel. Each class is comprised of two sessions. Ms. Wagner has extensive experience working with all types of libraries and has been an instructor at MLA chapter meetings and at the annual meeting. Her workshops are regularly rated as being extremely valuable. Ms. Wagner’s consulting agreement, resume and letter of commitment are included in the Appendices.

**Technical Writer for Evaluation Reports**

Elaine Graham MLS has agreed to analyze and write reports from the data supplied as a result of our evaluation activities. These include our 2007 Network Data Inventory and our 2008 Network Member Focus Groups and our Affiliate Member Public Library Focus Groups. Ms. Graham, is a former Associate Director for the Pacific Southwest Regional Medical Library. She has written the evaluation reports for the current contract and has an excellent understanding of both the NN/LM program and the MidContinental Region. Ms. Graham will write three reports during the contract and will be paid $20,000 per report. **$16,200 for each of the two focus group reports and $6,000 for the Network Data Inventory report.** In year 2, an amount of $20,000 **$16,200** will be paid to Ms. Graham for work on her first report. Ms. Graham’s consulting agreement, resume and letter of commitment are included in the Appendices.

**Graduate Student for Technology Program**

Each From year 2 of the contract a graduate student in Library Science will be hired as an intern for the RMLs technology program. She will be assigned a project to complete and will be introduced to health sciences librarianship and the NN/LM program. Since the University of Utah does not have a library school, the student will not be affiliated with the university and must be hired as a consultant. This is a 260-hour position with a salary of $3,815.

**Year 1 budget for Consultants is $6,815.**

**Year 1 budget for Consultants is $3,000.**

**Year 2 budget for Consultants is $29,315.**

**Year 2 budget for Consultants is $25,515.**

**Communication**

The communications budget covers phone service for RML staff, postage, and Internet connections. At the University of Utah the basic instrument and line charges for the four phones used by RML staff are $3,000 per year. The 800 number and long distance charges is budgeted at $4,200 each for the first 2 years. Postage will be used for business correspondence @ $800 per year and mailing of the RML newsletter @ $520 for 4 issues. A high-speed Internet dial-up
connection for the exhibit booth at national exhibits will be rented from the exhibit company for $4,200 $2,742 in year 1. In year 2, a wireless Internet connection for the exhibit booth at national exhibits will be $2,000. Use of the University of Utah’s Polycom bridge for videoconferences of Resource Library Directors and for connecting participants taking the proposal writing workshop is $2,000 per year for year 2. In year 1, the RML will subsidize an Internet connection @ $1,200 for a hospital library in order to bring it up to the Internet connectivity standard set for the region.

In years 4-2-3, the RML will subsidize the Internet connections @ $1,200 each for two hospital libraries per year in order to bring them up to the Internet connectivity standard set for the region.

Year 1 Communication budget is $ 21,320.
Year 1 Communication budget is $ 16,662.
Year 2 Communication budget is $ 19,120.

Reproduction

The reproductions costs proposed for the project will support the reproduction of meeting materials, reports, Network member certificates, workshop and exhibit handouts and other materials necessary for RML services. A print version of the RML newsletter will be produced for the first two years each year of the contract while we transition our members to adapt themselves to reading and their libraries to collecting an electronic version. The budget for reproduction is $6,450 for the first year and $5,260 for the second year of the contract with a 2.4% increase for years 3-5.

Year 1 Reproduction budget is $ 6,450.
Year 2 Reproduction budget is $ 5,260.

Subcontracts

Resource Library Subcontracts

Subcontracts will be signed between the University of Utah and seven Resource Libraries. Resource Libraries will, within their budgets, assume the responsibilities for state outreach and/or a special project area. A Memo of Understanding and Budget for each library have been included in the Subcontractors section of this proposal.
Year 1
University of Colorado $101,674 $ 95,530
Creighton University $410,986 $102,780
University of Kansas $120,282 $ 96,241
University of Missouri-Columbia $103,368 $ 97,208
University of Nebraska $ 98,164 $ 92,321
Washington University $ 97,026 $ 91,252
University of Wyoming $ 71,654 $ 67,388
TOTAL $702,137 $642,720

Year 2
University of Colorado $108,926
Creighton University $417,344 $117,515
University of Kansas $128,716
University of Missouri-Columbia $110,622
University of Nebraska $105,242
Washington University $104,161
University of Wyoming $ 77,843
TOTAL $752,826 $753,026

Competitive Subcontracts

The RML through its competitive award program will issue subcontracts to Network members to enlist their assistance in accomplishing NN/LM goals. The two remaining states that will become Go Local participants will be awarded $25,000 each to start up Go Local in their states. Funding will be available for: three outreach projects @ $10,000 per awardee and for five hospital library improvement projects @ $7,000 or $20,000 per awardee in years 2, 3 and 4. In years 3 and 4 we will fund a combination of outreach projects @10,000 and hospital library improvement projects @ $7,000 or $20,000.

The RML is increasing the number of awards it is offering and the dollar amount of the awards to fill a need created when the National Library of Medicine eliminated its Internet Access to Digital Libraries grant that made awards of $45,000 available to health sciences libraries. Total budget for subcontracts is $380,000 $344,000.

Year 1 budget for Competitive Subcontracts is $ 25,000.
Year 1 budget for Competitive Subcontracts is $ 0.
Year 2 budget for Competitive Subcontracts is $190,000.

Other Costs

The costs for shipping will cover the expenses in delivering the exhibit backdrop, equipment and promotional materials to and from exhibits. It will include shipping video broadcasting equipment to our Network members who want to broadcast a local event and video conferencing equipment for those who want to participate in a training session. The total cost for shipping for year 1 will be $9,050 $8,517 and year 2 will be $9,650.
In year 1, in year 2, the RML will pay for two exhibit toolkits @ $1,400 each for use by two tribal libraries in the region to promote NLM health information resources to their communities.

The Regional Advisory Board meeting is held in different locations in the region in conjunction with the MidContinental Chapter of the Medical Library Association (MCMLA) meeting. The board is hosted by a Network member at the MCMLA meeting locale. The RML proposes an annual our first in-person meeting to be held in year 2 with a budget of $550 to cover the facility costs in holding board meetings at member institutions.

In years 1 and 2 of the contract, the RML proposes to fund MCMLA meeting programming to the level of $1000/year. The session will address an objective of the RML. This helps us to achieve outcomes that involve our Network members and assists the chapter in presenting a quality program at its annual meeting. We will also invest in our RML staff by budgeting $3,000 each year in year 2 to support professional development.

In year 2, all the Regional Medical Libraries are proposing to collaboratively fund a strategic planning meeting of stakeholders concerned with enhancing access to multilingual consumer health information. All RMLs are budgeting $20,000 for year 2 to bring the stakeholders to NLM to set goals for a national symposium and develop ideas to coordinate multi-lingual web resources.

Access Grid

The Access Grid is an open source videoconferencing technology developed for the Internet 2. It was designed for group-to-group interactions via high-speed networking over and provides high quality audio and real-time video to provide interactive experiences for users at multiple sites. (http://foxtrot.ncsa.uiuc.edu:8900/public/AG/B/) The Access Grid supports interaction among all participants. It is not a one-way videostream, or two-way desktop videoconferencing, but videoconferencing with all present being equal participants. For training purposes it has excellent potential because the instructor can see and hear all the participants. A hand can be raised for a question and participants can participate in a discussion just as in an in-person class. In order to make the Access Grid a tool for health sciences librarians there needs to be an increase in nodes accessible to the Network. The MCR proposes to fund Access Grids at all Resource Libraries in the next contract. The Access Grid will make each of Resource Libraries a conferencing center within their institution, not just for Network members around their state but also for scientists within their institutions who are involved in group collaborations. The Access Grid increases the opportunity of the Regional Medical Libraries to share expertise among the regions. RML staff or Network members from a single region will now have the technology to offer interactive training to groups of health sciences librarians around the country. Each Access Grid will cost $50,000. The MCR will develop 2 access grids each year during years 1, 2, and 3. 2, 3, and 4 at a cost of $100,000 per year.

Year 1 budget for Other Costs is $116,400.
Year 1 budget for Other Costs is $9,517.
Additional Cost Information for Year 4 and 5

Digital Repository

A major expense for the last two years final year of the contract is a digital repository for the region. A regional repository that all Network members can submit to, will allow members to add archives and preservation to their library services. This provides another role they can play for their institution. The repository will contribute to the preservation of unique and historical materials and may involve health professionals and librarians at primary access institutions in the discussion of scholarly communication.

The implementation of the project would involve licensing Content DM. We have selected Content DM because, from our experience, it is more user friendly than current open source applications. An unlimited license for Content DM including an annual maintenance fee is $60,000 per year and is budgeted in Other Costs.

In year 4 In year 5 we would purchase hardware to run Content DM and store the materials submitted at the cost of $26,000. We plan to run a pilot project with a single institution to work out the processes for submission and collection organization. We will purchase a scanner for $3,000 so that the pilot library can digitize their materials. We will hire a consultant for $11,000 $18,000 to work with the pilot project librarian to establish processes for organizing collections, selecting and adapting an appropriate metadata schema, and adding metadata to describe their collections.

In year 5 we will budget $40,000 for the consultant to assist Network members to organize their collections, select and adapt an appropriate metadata schema, and add metadata to describe their collections. In addition, the consultant will conduct digitization training session for Network members and help promote the availability of the regional repository.
NN/LM Services Budget
*FINAL PROPOSAL REVISION*

RFP Number: NLM RFP 05-103/VMW
Period Covered: May 1, 2006 to April 30, 2007
Date Submitted: July 15, 2006
Revised Date Submitted: January 3, 2006

Contractor: University of Utah, Salt Lake City, UT

<table>
<thead>
<tr>
<th>Program Areas</th>
<th>Line Items</th>
<th>Network Programs</th>
<th>Outreach to Health Practitioners (HP)</th>
<th>Consumer Health</th>
<th>Training for Elec. Access</th>
<th>Exhibits</th>
<th>Tech/Policy LIP &amp; Connections</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Personnel</td>
<td>50,322</td>
<td>30,263</td>
<td>20,367</td>
<td>37,619</td>
<td>25,072</td>
<td>25,072</td>
<td>188,714</td>
<td></td>
</tr>
<tr>
<td>Support Personnel</td>
<td>11,524</td>
<td>7,199</td>
<td>7,199</td>
<td>7,199</td>
<td>8,603</td>
<td>7,595</td>
<td>49,319</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>20,409</td>
<td>12,363</td>
<td>9,097</td>
<td>14,790</td>
<td>11,113</td>
<td>10,780</td>
<td>78,551</td>
<td></td>
</tr>
<tr>
<td>Nonexpendable Property</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment under $5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>395</td>
<td>1,976</td>
<td>1,824</td>
<td>-</td>
<td>2,173</td>
<td>270</td>
<td>6,638</td>
<td></td>
</tr>
<tr>
<td>Travel: Staff</td>
<td>13,944</td>
<td>3,112</td>
<td>-</td>
<td>-</td>
<td>1,889</td>
<td>1,054</td>
<td>19,999</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>11,048</td>
<td>1,406</td>
<td>-</td>
<td>-</td>
<td>7,504</td>
<td>-</td>
<td>19,958</td>
<td></td>
</tr>
<tr>
<td>Total Travel</td>
<td>24,992</td>
<td>4,518</td>
<td>-</td>
<td>-</td>
<td>9,393</td>
<td>1,054</td>
<td>39,957</td>
<td></td>
</tr>
<tr>
<td>Consultant Fee</td>
<td>3,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,000</td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td>4,865</td>
<td>1,913</td>
<td>1,913</td>
<td>2,332</td>
<td>2,300</td>
<td>3,339</td>
<td>16,662</td>
<td></td>
</tr>
<tr>
<td>Reproduction</td>
<td>6,450</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,450</td>
<td></td>
</tr>
<tr>
<td>Subcontracts w/ IDC</td>
<td>175,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>175,000</td>
<td></td>
</tr>
<tr>
<td>Subcontracts no IDC</td>
<td>467,720</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>467,720</td>
<td></td>
</tr>
<tr>
<td>Other Costs</td>
<td>1,465</td>
<td>473</td>
<td>473</td>
<td>-</td>
<td>5,625</td>
<td>1,481</td>
<td>9,517</td>
<td></td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>766,142</td>
<td>58,705</td>
<td>40,872</td>
<td>61,940</td>
<td>64,278</td>
<td>49,591</td>
<td>1,041,528</td>
<td></td>
</tr>
<tr>
<td>[Modified Total Dir. Costs]</td>
<td>298,422</td>
<td>58,705</td>
<td>40,872</td>
<td>61,940</td>
<td>64,278</td>
<td>49,591</td>
<td>573,808</td>
<td></td>
</tr>
<tr>
<td>IDC Rate</td>
<td>27.5%</td>
<td>27.5%</td>
<td>27.5%</td>
<td>27.5%</td>
<td>27.5%</td>
<td>27.5%</td>
<td>27.5%</td>
<td></td>
</tr>
<tr>
<td>Overhead/IDC (27.5%)</td>
<td>82,066</td>
<td>16,144</td>
<td>11,240</td>
<td>17,033</td>
<td>17,676</td>
<td>13,637</td>
<td>157,797</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>848,209</td>
<td>74,849</td>
<td>52,112</td>
<td>78,973</td>
<td>81,955</td>
<td>63,228</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Personnel</td>
<td>Network Programs</td>
<td>Outreach to HPC</td>
<td>Consumer Health</td>
<td>Training for Elec. Access</td>
<td>Exhibits</td>
<td>Tech/Policy/ Lib &amp; Connections</td>
<td>Total FTE</td>
<td>Base Annual Salary (Gpa)</td>
</tr>
<tr>
<td>------------------------</td>
<td>------------------</td>
<td>----------------</td>
<td>----------------</td>
<td>--------------------------</td>
<td>---------</td>
<td>-----------------------------</td>
<td>----------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Hamasu, Claire</td>
<td>0.2</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td>1.00</td>
<td>85,040</td>
</tr>
<tr>
<td>Dennis, Sharon</td>
<td>0.2</td>
<td>0.1</td>
<td>0.025</td>
<td>0.3</td>
<td>0.1</td>
<td>0.1</td>
<td>0.83</td>
<td>62,736</td>
</tr>
<tr>
<td>TBN</td>
<td>0.4</td>
<td>0.2</td>
<td>0.1</td>
<td>0.1</td>
<td>0.1</td>
<td>0.1</td>
<td>1.00</td>
<td>51,917</td>
</tr>
<tr>
<td>Peay, Wayne J</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.10</td>
<td>-</td>
</tr>
<tr>
<td>Subtotal (Professional Personnel)</td>
<td>0.616</td>
<td>0.301</td>
<td>0.576</td>
<td>0.376</td>
<td>0.376</td>
<td>2.92</td>
<td>xxxxxxx</td>
<td>xxxxxxx</td>
</tr>
<tr>
<td>Molyneaux, Amber</td>
<td>0.04</td>
<td>0.04</td>
<td>0.04</td>
<td>0.04</td>
<td>0.05</td>
<td>0.25</td>
<td>0.25</td>
<td>39,596</td>
</tr>
<tr>
<td>Salmond, Camille</td>
<td>0.15</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.15</td>
<td>0.15</td>
<td>0.15</td>
<td>28,834</td>
</tr>
<tr>
<td>Saywer, Suzanne</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td>0.2</td>
<td>0.16</td>
<td>1.00</td>
<td>1.00</td>
<td>35,095</td>
</tr>
<tr>
<td>Subtotal (Support Personnel)</td>
<td>0.35</td>
<td>0.2</td>
<td>0.24</td>
<td>0.21</td>
<td>1.40</td>
<td>xxxxxxx</td>
<td>xxxxxxxx</td>
<td>49,319</td>
</tr>
<tr>
<td>TOTAL (All Personnel)</td>
<td>1.166</td>
<td>0.501</td>
<td>0.776</td>
<td>0.616</td>
<td>0.586</td>
<td>4.32</td>
<td>xxxxxxx</td>
<td>xxxxxxx</td>
</tr>
</tbody>
</table>
NN/LM Services Budget

*FINAL PROPOSAL REVISION*

RFP Number: NLM RFP 05-103/VMW  
Period Covered: May 1, 2007 to April 30, 2008  
Date Submitted: July 15, 2005

Revised Date Submitted: January 3, 2006

Contractor: University of Utah, Salt Lake City, UT

<table>
<thead>
<tr>
<th>Line Items</th>
<th>Network Programs</th>
<th>Outreach to Health Practitioners (HP)</th>
<th>Consumer Health</th>
<th>Training for Elec Access</th>
<th>Exhibits</th>
<th>Tech/Policy, LIP &amp; Connections</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Personnel</td>
<td>52,334</td>
<td>31,474</td>
<td>21,181</td>
<td>39,123</td>
<td>26,074</td>
<td>26,074</td>
<td>196,261</td>
</tr>
<tr>
<td>Support Personnel</td>
<td>11,985</td>
<td>7,487</td>
<td>7,487</td>
<td>7,487</td>
<td>8,947</td>
<td>7,899</td>
<td>51,293</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>21,225</td>
<td>12,857</td>
<td>9,461</td>
<td>15,381</td>
<td>11,557</td>
<td>11,211</td>
<td>81,693</td>
</tr>
<tr>
<td>Nonexpendable Property</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment under $5,000</td>
<td>10,500</td>
<td>200</td>
<td>200</td>
<td>-</td>
<td>4,000</td>
<td>3,700</td>
<td>18,600</td>
</tr>
<tr>
<td>Supplies</td>
<td>5,147</td>
<td>5,050</td>
<td>4,800</td>
<td>-</td>
<td>6,480</td>
<td>3,293</td>
<td>24,770</td>
</tr>
<tr>
<td>Travel: Staff</td>
<td>19,890</td>
<td>2,066</td>
<td>437</td>
<td>-</td>
<td>1,435</td>
<td>4,217</td>
<td>28,045</td>
</tr>
<tr>
<td>Other</td>
<td>26,086</td>
<td>1,406</td>
<td>-</td>
<td>10,799</td>
<td>-</td>
<td>38,291</td>
<td>66,336</td>
</tr>
<tr>
<td>Total Travel</td>
<td>45,976</td>
<td>3,472</td>
<td>437</td>
<td>-</td>
<td>12,234</td>
<td>4,217</td>
<td>66,336</td>
</tr>
<tr>
<td>Consultant Fee</td>
<td>8,740</td>
<td>3,240</td>
<td>3,240</td>
<td>3,240</td>
<td>-</td>
<td>7,055</td>
<td>25,515</td>
</tr>
<tr>
<td>Communications</td>
<td>5,800</td>
<td>2,280</td>
<td>2,280</td>
<td>2,780</td>
<td>2,000</td>
<td>3,980</td>
<td>19,120</td>
</tr>
<tr>
<td>Reproduction</td>
<td>5,260</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5,260</td>
<td></td>
</tr>
<tr>
<td>Subcontracts w/ IDC</td>
<td>140,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>140,000</td>
<td></td>
</tr>
<tr>
<td>Subcontracts no IDC</td>
<td>803,026</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>803,026</td>
<td></td>
</tr>
<tr>
<td>Other Costs</td>
<td>54,050</td>
<td></td>
<td>1,400</td>
<td>25,000</td>
<td>7,850</td>
<td>28,700</td>
<td>117,000</td>
</tr>
<tr>
<td>Direct Costs</td>
<td>1,164,044</td>
<td>66,060</td>
<td>50,486</td>
<td>93,012</td>
<td>79,143</td>
<td>96,130</td>
<td>1,548,874</td>
</tr>
<tr>
<td>[Modified Total Dir. Costs]</td>
<td>361,018</td>
<td>66,060</td>
<td>50,486</td>
<td>93,012</td>
<td>79,143</td>
<td>96,130</td>
<td>745,848</td>
</tr>
<tr>
<td>IDC Rate</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
</tr>
<tr>
<td>Overhead(IDC 27.5%)</td>
<td>99,280</td>
<td>18,166</td>
<td>13,884</td>
<td>25,576</td>
<td>21,764</td>
<td>26,436</td>
<td>205,106</td>
</tr>
<tr>
<td>Total</td>
<td>1,263,324</td>
<td>84,226</td>
<td>64,369</td>
<td>118,590</td>
<td>100,907</td>
<td>122,565</td>
<td>1,746,384</td>
</tr>
</tbody>
</table>
### Program Areas

#### Outreach Programs

<table>
<thead>
<tr>
<th>Network Programs</th>
<th>Outreach to DPs</th>
<th>Consumer Health</th>
<th>Training for Elec Access</th>
<th>Exhibits</th>
<th>Tech/Policy &amp; Connections</th>
<th>Total FTE</th>
<th>Base Annual Salary (Gross)</th>
<th>Annual Fringe Benefits</th>
<th>Contract Salary Amount</th>
<th>Contract Fringe Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hamasu, Claire</td>
<td>0.2</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td>1.00</td>
<td>88,441</td>
<td>29,186</td>
<td>88,441</td>
<td>29,186</td>
</tr>
<tr>
<td>Dennis, Sharon</td>
<td>0.2</td>
<td>0.1</td>
<td>0.025</td>
<td>0.3</td>
<td>0.1</td>
<td>0.83</td>
<td>65,245</td>
<td>21,531</td>
<td>53,827</td>
<td>17,763</td>
</tr>
<tr>
<td>TBN</td>
<td>0.4</td>
<td>0.2</td>
<td>0.1</td>
<td>0.1</td>
<td>0.1</td>
<td>1.00</td>
<td>53,993</td>
<td>17,818</td>
<td>53,993</td>
<td>17,818</td>
</tr>
<tr>
<td>Peay, Wayne J</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.10</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>-</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>-</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>-</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Subtotal (Professional Personnel)** 0.616 0.301 0.576 0.376 0.376 2.92 xxxxxxx xxxxxxxxxx 196,261 64,767

#### Support Personnel

| Molyneaux, Amber | 0.04 | 0.04 | 0.04 | 0.04 | 0.04 | 0.05 | 0.25 | 41,180 | 13,589 | 10,295 | 3,397 |
| Salmon, Camille  | 0.15 | 0    | 0    | 0    | 0    | 0.15 | 29,987 | 9,696 | 4,498 | 1,464 |
| Saywer, Suzanne  | 0.16 | 0.16 | 0.16 | 0.16 | 0.2  | 0.16 | 36,500 | 12,045 | 36,500 | 12,045 |

**Subtotal (Support Personnel)** 0.35 0.2 0.24 0.21 1.40 xxxxxxx xxxxxxxxxx 51,293 16,926

**TOTAL (All Personnel)** 1.166 0.501 0.776 0.616 0.586 4.32 xxxxxxx xxxxxxxxxx 247,554 81,693
<table>
<thead>
<tr>
<th>Line Items</th>
<th>Network Programs</th>
<th>Outreach to Health Practitioners (HP)</th>
<th>Consumer Health</th>
<th>Training for Elect Access</th>
<th>Exhibits</th>
<th>Tech/Policy/IPP &amp; Connections</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Personnel</td>
<td>54,428</td>
<td>32,733</td>
<td>22,028</td>
<td>40,688</td>
<td>27,117</td>
<td>27,117</td>
<td>204,112</td>
</tr>
<tr>
<td>Support Personnel</td>
<td>12,465</td>
<td>7,787</td>
<td>7,787</td>
<td>7,787</td>
<td>9,305</td>
<td>8,215</td>
<td>53,345</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>22,075</td>
<td>13,371</td>
<td>9,839</td>
<td>15,997</td>
<td>12,019</td>
<td>11,660</td>
<td>84,961</td>
</tr>
<tr>
<td>Non-expendable Property</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment under $5,000</td>
<td>26,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>26,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>25,364</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25,364</td>
</tr>
<tr>
<td>Travel: Staff</td>
<td>27,076</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>27,076</td>
</tr>
<tr>
<td>Other</td>
<td>39,210</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>39,210</td>
</tr>
<tr>
<td>Total Travel</td>
<td>66,286</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>66,286</td>
</tr>
<tr>
<td>Consultant Fee</td>
<td>69,015</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>69,015</td>
</tr>
<tr>
<td>Communications</td>
<td>19,579</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19,579</td>
</tr>
<tr>
<td>Reproduction</td>
<td>5,386</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,386</td>
</tr>
<tr>
<td>Subcontracts w/ IDC</td>
<td>121,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>121,000</td>
</tr>
<tr>
<td>Subcontracts no IDC</td>
<td>749,845</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>749,845</td>
</tr>
<tr>
<td>Other Costs</td>
<td>161,537</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>161,537</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>1,332,979</td>
<td>53,891</td>
<td>39,654</td>
<td>64,472</td>
<td>48,442</td>
<td>46,992</td>
<td>1,586,430</td>
</tr>
<tr>
<td>[Modified Total Dir. Costs]</td>
<td>583,134</td>
<td>53,891</td>
<td>39,654</td>
<td>64,472</td>
<td>48,442</td>
<td>46,992</td>
<td>836,585</td>
</tr>
<tr>
<td>IDC Rate</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
</tr>
<tr>
<td>Overhead/IDC (27.5%)</td>
<td>160,362</td>
<td>14,820</td>
<td>10,905</td>
<td>17,730</td>
<td>13,322</td>
<td>12,923</td>
<td>230,061</td>
</tr>
<tr>
<td>Total</td>
<td>1,493,341</td>
<td>68,711</td>
<td>50,559</td>
<td>82,202</td>
<td>61,763</td>
<td>59,915</td>
<td>1,615,491</td>
</tr>
<tr>
<td>Name/Job Title</td>
<td>Network Programs</td>
<td>Outreach to HP</td>
<td>Consumer Health</td>
<td>Training for Elec. Access</td>
<td>Exhibits</td>
<td>Tech/Policy LIP &amp; Connections</td>
<td>Total FTE*</td>
</tr>
<tr>
<td>---------------</td>
<td>------------------</td>
<td>---------------</td>
<td>----------------</td>
<td>--------------------------</td>
<td>---------</td>
<td>-----------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Hamasu, Claire</td>
<td>0.2</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td>1.00</td>
<td>91,979</td>
</tr>
<tr>
<td>Dennis, Sharon</td>
<td>0.2</td>
<td>0.1</td>
<td>0.025</td>
<td>0.3</td>
<td>0.1</td>
<td>0.83</td>
<td>67,855</td>
</tr>
<tr>
<td>TBN</td>
<td>0.4</td>
<td>0.2</td>
<td>0.1</td>
<td>0.1</td>
<td>0.1</td>
<td>1.00</td>
<td>56,153</td>
</tr>
<tr>
<td>Peay, Wayne J</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.10</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Subtotal (Professional Personnel)</td>
<td>0.816</td>
<td>0.301</td>
<td>0.576</td>
<td>0.376</td>
<td>0.376</td>
<td>2.92</td>
<td>xxxxxxx</td>
</tr>
<tr>
<td>(Support Personnel)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Molyneaux, Amber</td>
<td>0.04</td>
<td>0.04</td>
<td>0.04</td>
<td>0.04</td>
<td>0.04</td>
<td>0.25</td>
<td>42,827</td>
</tr>
<tr>
<td>Salmond, Camille</td>
<td>0.15</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.15</td>
<td>31,187</td>
</tr>
<tr>
<td>Saywer, Suzanne</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td>0.2</td>
<td>0.16</td>
<td>1.00</td>
<td>37,960</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Subtotal (Support Personnel)</td>
<td>0.35</td>
<td>0.2</td>
<td>0.24</td>
<td>0.21</td>
<td>1.40</td>
<td>xxxxxxx</td>
<td>xxxxxxxxx</td>
</tr>
<tr>
<td>TOTAL (All Personnel)</td>
<td>1.166</td>
<td>0.501</td>
<td>0.776</td>
<td>0.616</td>
<td>0.586</td>
<td>4.32</td>
<td>xxxxxxx</td>
</tr>
</tbody>
</table>

*FTE*: Full-Time Equivalent

Date Submitted: July 15, 2005
Revised Date Submitted: January 3, 2006
## NNLM Services Budget

**FINAL PROPOSAL REVISION**

**RFP Number:** NLM RFP 05-103/VMW  
**Period Covered:** May 1, 2009 to April 30, 2010  
**Date Submitted:** July 15, 2005  
**Contractor:** University of Utah, Salt Lake City, UT  
**Revised Date Submitted:** January 3, 2006

### Program Areas

<table>
<thead>
<tr>
<th>Line Items</th>
<th>Network Programs</th>
<th>Outreach to Health Practitioners (HP)</th>
<th>Consumer Health</th>
<th>Training for CLIC Access</th>
<th>Exhibits</th>
<th>Tech/Policy &amp; Connections</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Personnel</td>
<td>56,605</td>
<td>34,042</td>
<td>22,909</td>
<td>42,316</td>
<td>28,202</td>
<td>28,202</td>
<td>212,276</td>
</tr>
<tr>
<td>Support Personnel</td>
<td>12,963</td>
<td>8,098</td>
<td>8,098</td>
<td>9,677</td>
<td>8,543</td>
<td></td>
<td>55,478</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>22,957</td>
<td>13,906</td>
<td>10,232</td>
<td>16,637</td>
<td>12,500</td>
<td>12,126</td>
<td>88,359</td>
</tr>
<tr>
<td>Nonexpendable Property</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment under $5,000</td>
<td>10,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>25,973</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25,973</td>
</tr>
<tr>
<td>Travel: Staff</td>
<td>27,725</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>27,725</td>
</tr>
<tr>
<td>Other</td>
<td>40,151</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>40,151</td>
</tr>
<tr>
<td>Total Travel</td>
<td>67,876</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>67,876</td>
</tr>
<tr>
<td>Consultant Fee</td>
<td>3,907</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,907</td>
</tr>
<tr>
<td>Communications</td>
<td>20,049</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>20,049</td>
</tr>
<tr>
<td>Reproduction</td>
<td>5,516</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,516</td>
</tr>
<tr>
<td>Subcontracts w/ IDC</td>
<td>33,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>33,000</td>
</tr>
<tr>
<td>Subcontracts w/o IDC</td>
<td>803,444</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>803,444</td>
</tr>
<tr>
<td>Other Costs</td>
<td>309,609</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>309,609</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>1,071,900</td>
<td>56,046</td>
<td>41,240</td>
<td>67,051</td>
<td>50,379</td>
<td>48,872</td>
<td>1,635,488</td>
</tr>
<tr>
<td>[Modified Total Dir. Costs]</td>
<td>568,456</td>
<td>56,046</td>
<td>41,240</td>
<td>67,051</td>
<td>50,379</td>
<td>48,872</td>
<td>832,044</td>
</tr>
<tr>
<td>IDC Rate</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
</tr>
<tr>
<td>Overhead/DC (24.5%)</td>
<td>156,325</td>
<td>15,413</td>
<td>11,341</td>
<td>18,439</td>
<td>13,854</td>
<td>13,440</td>
<td>228,812</td>
</tr>
<tr>
<td>Total</td>
<td>1,528,225</td>
<td>71,459</td>
<td>52,581</td>
<td>85,489</td>
<td>64,234</td>
<td>62,311</td>
<td>1,864,299</td>
</tr>
</tbody>
</table>

25
## NN/LM Services Budget

**FINAL PROPOSAL REVISION**

### RFP Number: NLM RFP 05-103/VMW  
Period Covered: May 1, 2010 to April 30, 2011  
Date Submitted: July 15, 2005  
Revised Date Submitted: January 3, 2006

#### Contractor: University of Utah, Salt Lake City, UT

<table>
<thead>
<tr>
<th>Program Areas</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>220,767</td>
</tr>
<tr>
<td></td>
<td>57,697</td>
</tr>
<tr>
<td></td>
<td>91,893</td>
</tr>
<tr>
<td></td>
<td>26,000</td>
</tr>
<tr>
<td></td>
<td>8,600</td>
</tr>
<tr>
<td></td>
<td>26,597</td>
</tr>
<tr>
<td></td>
<td>28,391</td>
</tr>
<tr>
<td></td>
<td>41,115</td>
</tr>
<tr>
<td></td>
<td>69,506</td>
</tr>
<tr>
<td></td>
<td>22,000</td>
</tr>
<tr>
<td></td>
<td>20,530</td>
</tr>
<tr>
<td></td>
<td>5,648</td>
</tr>
<tr>
<td></td>
<td>327,172</td>
</tr>
<tr>
<td></td>
<td>1,678,663</td>
</tr>
<tr>
<td></td>
<td>850,411</td>
</tr>
<tr>
<td></td>
<td>27.50%</td>
</tr>
<tr>
<td></td>
<td>27.50%</td>
</tr>
<tr>
<td></td>
<td>27.50%</td>
</tr>
<tr>
<td></td>
<td>27.50%</td>
</tr>
<tr>
<td></td>
<td>27.50%</td>
</tr>
<tr>
<td></td>
<td>233,863</td>
</tr>
<tr>
<td></td>
<td>912,526</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line Items</th>
<th>Network Programs</th>
<th>Outreach to Health Providers (HP)</th>
<th>Consumer Health</th>
<th>Training for Access</th>
<th>Exhibits</th>
<th>Tech/Policy</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Personnel</td>
<td>58,869</td>
<td>35,404</td>
<td>23,826</td>
<td>44,009</td>
<td>29,330</td>
<td>29,330</td>
<td>220,767</td>
</tr>
<tr>
<td>Support Personnel</td>
<td>13,482</td>
<td>8,422</td>
<td>8,422</td>
<td>8,422</td>
<td>10,064</td>
<td>8,885</td>
<td>57,697</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>23,876</td>
<td>14,462</td>
<td>10,642</td>
<td>17,302</td>
<td>13,000</td>
<td>12,611</td>
<td>91,893</td>
</tr>
<tr>
<td>Nonexpendable Property</td>
<td>26,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>26,000</td>
</tr>
<tr>
<td>Equipment under $5,000</td>
<td>8,600</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8,600</td>
</tr>
<tr>
<td>Supplies</td>
<td>26,597</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>26,597</td>
</tr>
<tr>
<td>Travel: Staff</td>
<td>28,391</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>28,391</td>
</tr>
<tr>
<td>Other</td>
<td>41,115</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>41,115</td>
</tr>
<tr>
<td>Total Travel</td>
<td>69,506</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>69,506</td>
</tr>
<tr>
<td>Consultant Fee</td>
<td>22,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>22,000</td>
</tr>
<tr>
<td>Communications</td>
<td>20,530</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>20,530</td>
</tr>
<tr>
<td>Reproduction</td>
<td>5,648</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,648</td>
</tr>
<tr>
<td>Subcontracts w/ IDC</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Subcontracts w/o IDC</td>
<td>802,252</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>802,252</td>
</tr>
<tr>
<td>Other Costs</td>
<td>327,172</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>327,172</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>1,404,532</td>
<td>58,288</td>
<td>42,889</td>
<td>69,733</td>
<td>52,395</td>
<td>50,826</td>
<td>1,678,663</td>
</tr>
<tr>
<td>[Modified Total Dir. Costs]</td>
<td>576,280</td>
<td>58,288</td>
<td>42,889</td>
<td>69,733</td>
<td>52,395</td>
<td>50,826</td>
<td>850,411</td>
</tr>
<tr>
<td>IDC Rate</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
<td>27.50%</td>
</tr>
<tr>
<td>Average IDC (27.5%)</td>
<td>158,477</td>
<td>16,029</td>
<td>11,795</td>
<td>19,176</td>
<td>14,409</td>
<td>13,977</td>
<td>233,863</td>
</tr>
<tr>
<td>Total</td>
<td>1,563,009</td>
<td>74,317</td>
<td>54,684</td>
<td>88,909</td>
<td>66,803</td>
<td>64,804</td>
<td>1,912,526</td>
</tr>
</tbody>
</table>
# NN/LM Services Personnel Allocation

**Final Proposal Revision**

**RFP Number:** NLM RFP 05-103/VMW  
**Period Covered:** May 1, 2010 to April 30, 2011  
**Contractor:** University of Utah, Salt Lake City, UT

## Program Areas

<table>
<thead>
<tr>
<th>Name/Job Title</th>
<th>Network Programs</th>
<th>Outreach to Help</th>
<th>Consumer Health</th>
<th>Training for Electronic Access</th>
<th>Exhibits</th>
<th>Tech/Policy/Infra &amp; Corrections</th>
<th>Total FTE</th>
<th>Base Annual Salary (Gross)</th>
<th>Annual Fringe Benefits</th>
<th>Contract Salary Amount</th>
<th>Contract Fringe Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hamazu, Claire</td>
<td>0.2</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td></td>
<td>1.00</td>
<td>99,484</td>
<td>32,830</td>
<td>99,484</td>
<td>32,830</td>
</tr>
<tr>
<td>Dennis, Sharon</td>
<td>0.2</td>
<td>0.1</td>
<td>0.025</td>
<td>0.3</td>
<td>0.1</td>
<td></td>
<td>0.83</td>
<td>73,392</td>
<td>24,219</td>
<td>60,548</td>
<td>19,981</td>
</tr>
<tr>
<td>TBN</td>
<td>0.4</td>
<td>0.2</td>
<td>0.1</td>
<td>0.1</td>
<td>0.1</td>
<td></td>
<td>1.00</td>
<td>60,735</td>
<td>20,043</td>
<td>60,735</td>
<td>20,043</td>
</tr>
<tr>
<td>Peay, Wayne J</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td>0.016</td>
<td></td>
<td>0.10</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Subtotal (Professional Personnel)  
0.816  
0.301  
0.576  
0.376  
0.376  
2.92  
xxxxxxx  
xxxxxxx  
220,767  
72,854

(Support Personnel)

<table>
<thead>
<tr>
<th>Name/Job Title</th>
<th>Network Programs</th>
<th>Outreach to Help</th>
<th>Consumer Health</th>
<th>Training for Electronic Access</th>
<th>Exhibits</th>
<th>Tech/Policy/Infra &amp; Corrections</th>
<th>Total FTE</th>
<th>Base Annual Salary (Gross)</th>
<th>Annual Fringe Benefits</th>
<th>Contract Salary Amount</th>
<th>Contract Fringe Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Molyneaux, Amber</td>
<td>0.04</td>
<td>0.04</td>
<td>0.04</td>
<td>0.04</td>
<td>0.04</td>
<td></td>
<td>0.05</td>
<td>46,322</td>
<td>15,286</td>
<td>11,581</td>
<td>3,822</td>
</tr>
<tr>
<td>Salmon, Camille</td>
<td>0.15</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td></td>
<td>0.15</td>
<td>33,732</td>
<td>11,132</td>
<td>5,060</td>
<td>1,670</td>
</tr>
<tr>
<td>Saywer, Suzanne</td>
<td>0.16</td>
<td>0.16</td>
<td>0.16</td>
<td>0.2</td>
<td>0.16</td>
<td></td>
<td>1.00</td>
<td>41,057</td>
<td>13,549</td>
<td>41,057</td>
<td>13,549</td>
</tr>
</tbody>
</table>

Subtotal (Support Personnel)  
0.35  
0.2  
0.24  
0.21  
1.40  
xxxxxxx  
xxxxxxx  
57,698  
19,041

TOTAL (All Personnel)  
1.166  
0.501  
0.776  
0.616  
0.586  
4.32  
xxxxxxx  
xxxxxxx  
278,465  
91,895
Qualifications of the Offeror

General Experience

"The mission of the Spencer S. Eccles Health Sciences Library is to advance education, research, and health care through information access, service and innovation. The library serves the University of Utah community, the citizens of the State of Utah and of the Internet."

The Spencer S. Eccles Health Sciences Library was dedicated in 1971. The facility has approximately 35,000 net assignable square feet and seats 250 patrons. The collection consists of 215,000 volumes, which includes 60,000 monographs, 115,000 journals and 40,000 government documents. Currently, the library provides access to 19,000 serials. The library records 252,000 personal visits each year and 10,540,000 website visits (unique user sessions). The library staff consists of 15 librarians, 25 staff and numerous student assistants. The library’s expenditures for FY 2003/2004 totaled $4,737,352.

While the library’s collection is not exceptional, it has a long-standing commitment to service, both to its primary clientele at the University of Utah, to students and health professionals throughout the region. The library’s outreach programs have been recognized nationally. During the last year, the library filled nearly 26,000 interlibrary loan requests. The library has also developed service agreements with international partners in Cyprus, Macedonia, Bulgaria, Belarus, Nepal, and Greece.

The library’s commitment to outreach services extends back to the late 1960’s when the Intermountain Regional Medical Program funded a librarian as part of their outreach program. During the 1970’s, the library received several grants for outreach and hospital library development. With grant support, the library founded the Utah Health Sciences Library Consortium which continues to be an effective venue for cooperation. The award of the MidContinental Audiovisual Resource Sharing project in 1978 provided the library with the opportunity to enhance audiovisual services to the Midcontinental Region. In 1985, the library received funding from the Midcontinental Regional Medical Library to implement a mini-computer based, interlibrary loan and email reference service for members of the Utah Health Sciences Library Consortium. In 1993, the library was able to fund a full-time Outreach Librarian with ongoing funding. The Outreach Librarian developed very effective relationships with the Utah State Public Health Department and with the Utah Area Health Education Center. For her outreach efforts, she received the Michael E. DeBakey Library Services Outreach Award in 1999.

Recent outreach efforts have expanded services to include public libraries and consumers. The development of the Utah Consumer Health Information Network
(UCHIN) http://uchin.med.utah.edu/, has been led by the library’s Clinical Librarian. This site is used by the Utah State Library Division as their gateway to health information. The State Library’s website is used by many rural public libraries as their homepage. In addition, the library’s Clinical Librarian received a grant to develop digital audio files of health information brochures in 24 languages developed by the Utah State Department of Health - http://medstat.med.utah.edu/24languages/.

In 2003, the library recruited a public librarian, who had been the Assistant Director of the Salt Lake City Public Library, to lead a public library outreach project funded by a LSTA grant. This project was recognized by The National Commission on Libraries and Information Science (NCLIS) the 2004 NCLIS Blue Ribbon Consumer Health Information Recognition Award for the Utah Consumer Health Information Initiative. This grant also provided a very useful needs assessment that led to a successful NLM proposal – Utah Consumer Health Infrastructure – which was funded January 2005.

The Spencer S. Eccles is nationally recognized for its leadership in the application of advanced information and communications technologies. Beginning with the publication of an index to U. S Government Documents in the health sciences in 1973 using punch cards, with subsequent migrations to a minicomputer and then to a desktop microcomputer. The index was published for over 20 years. In the 1980s, the library established the first instructional microcomputer facility at the health sciences center in 1983. In collaboration with the Department of Family and Community Medicine, the library explored the use of the first generation of portable microcomputers with the department’s preceptorship program. In 1989, the library designed the first listserv for health sciences libraries for the Association of Academic Health Sciences Library Directors and moderated the listserv for seven years.

Data networking has been a major focus of development for the library beginning in 1986, when the library was one of the first destinations on the University’s first broadband network. The library was instrumental in securing funding for and the coordinating the deployment of the first high-speed network connecting all of the colleges and university in the Utah System of Higher Education. The efforts led to the formation of the Utah Education Network which now serves all of higher education, public education and the public libraries in the State of Utah.

During the last five years, the library has been exploring the use of digital video technologies. The library now regularly provides Internet broadcasts of major lectures and monthly seminars. In addition, the library broadcasts the weekly seminars of the Medical Informatics Department. Videoconferencing technologies have also been an area of investigation. The applications that have been examined include NetMeeting, Polycom hardware/software, VRVS, the Access Grid and most recently Macromedia Breeze. Videoconferencing is regularly employed by the MidContinental Regional Medical Library in operation meetings and special presentations. Complementing the videoconferencing technologies has been the effective utilization of voice over IP, specifically Skype, as an alternative to analog telephone services.
On September 1, 2005, the Spencer F. & Cleone P. Eccles Health Sciences Education Building was dedicated. The goal of this extraordinary new facility is to provide world-class, state-of-the-art, interdisciplinary education programs in the health sciences. This new building is connected to the library by a bridge and is managed by the library. This five story, 155,000 sq.ft. facility, includes 40 classrooms ranging from 150 person lecture halls to 15 person seminar rooms. The building includes a computer suite that consists of three 15 person classrooms and one 24 person computer classroom. Each classroom is configured with a projector, VCR, DVD player and room control system. These classrooms are available for use by the RML for NLM training programs.

Organizational Experience Related to the RFP

The library has long recognized collaboration as a highly successful strategy. Examples of successful collaborative efforts are listed below:

MidContinental Regional Medical Library Program
The library is one of the original members of the MCRMLP. During 30 years of participation in the MCRMLP, the library has participated in numerous studies and projects. Among the most noteworthy was the development of Octanet, the first online interlibrary loan program which led to the development of DOCLINE. The MCRMLP supported the development of InfoNet at the University of Utah in 1985. This project developed a local area network to support online library systems for hospital libraries in the Utah Health Sciences Library Consortium. During the last year, the library received funding for two projects – "Using State and National Public Health Information Resources: A Web-Based Training Module" and "Access to Electronic Spanish-Language Patient Education Materials: A Utah Community Project." Representatives from the library have served on numerous committees including the Regional Advisory Committee, the Resource Library Directors Committee and the Interlibrary Loan Committee.

Utah Academic Library Consortium
The library is a founding member of the Consortium, which was formed in 1972. The Consortium includes representatives from each of the college and university libraries in the State of Utah. Among the accomplishments of the Consortium are: Statewide library construction projects that resulted in major renovations or new facilities on each campus; reciprocal borrowing agreements; first high-speed data network connecting the colleges and universities; installation of one of the first statewide Ariel fax networks; installation of two generations of integrated library systems; cooperative purchase of electronic resources.
Pioneer: Utah’s Online Library - http://pioneer-library.org/
Begun in 1996 by the library, Pioneer is a collaboration of libraries in the
nine institutions of higher education, 800 public schools and 113 public
libraries. Pioneer has been successful in negotiating the purchase of
electronic resources that are accessible by this large and diverse
constituency. This last year Pioneer was successful in negotiating a three
year contract with Ebsco to provide statewide access to seven of its
databases. Pioneer was recognized with a special award from
Governor Leavitt in 1997.

Slice of Life
Began as a student project in 1985 and led by Dr. Suzanne Stenssaas,
Slice of Life has developed into one of the most influential efforts to
enhance the quality of medical education through the use of information
technologies. Slice of Life developed one of the first analog videodiscs in
medical education. The videodisc was produced in annual editions for
seven years and was used in hundreds of medical institutions around the
world. For over fifteen years, Slice of Life has sponsored an annual
meeting focusing on technology in medical education. This year the Slice
of Life meeting is at Oregon Health and Sciences University and the
meeting website can be viewed at: http://slice.utah.edu/2005/index.htm.

Utah Health Sciences Library Consortium
As part of an outreach grant in 1975, the library formed the Utah Health
Sciences Library Consortium. The Consortium has assisted hospital
libraries and special libraries to develop and coordinate their resources
and services. The membership of the consortium currently includes 15
libraries, located throughout the state. The consortium has had a number
of successful projects including a union list, and coordinated DOCLINE
updates. Eleven of the libraries use the Horizon integrated library system
at the Spencer S. Eccles Health Sciences Library to manage and provide
access to their collections. The consortium’s website can be viewed at:
http://medlib.med.utah.edu/uhslc/.

Utah Library Association – Health Round Table (HeaRT)
Members of the library faculty were instrumental in founding the Health
Round Table in the Utah Library Association in 1992. The goal of HeaRT
is to introduce the larger library community and particularly public libraries
to health information and resources. HeaRT sponsors sessions at the
annual meetings of the Utah Library Association. At this year’s meeting in
May, HeaRT sponsored three sessions - “Activate Yourself! Fighting the
forces of Sedentary Living”, “Atkins, Augmentation, and the FDA: How to
Find Factual Information About Today’s Top Health Trends” and “Extreme
Librarians.”

Tribal Connections – Four Corners
Following the model developed by the Pacific Northwest Regional
Medical Library, the library led the development of a partnership of the
University of Utah, University of Arizona, University of New Mexico and
University of Colorado that has the objective of the enhancing access to
the health information by the Native American communities in the four corners area.

Symposium on Community-Based Outreach
Collaborating with the New York Academy of Medicine, a symposium was developed and presented with the goal to explore new models of health information outreach that are emerging as technology dramatically changes the abilities of medical and health services libraries to provide resources and services beyond their traditional institutional boundaries. Particular emphasis was given to consumer health information outreach through community-based organizations. The National Library of Medicine's Strategic Plan to Reduce Health Disparities was reviewed with special emphasis on NLM's programs targeting Native Americans. The knowledge and insights gained in the Symposium inform the programming of this RFP for the National Network of Libraries of Medicine (NN/LM) contract.

Performance History

Over the last twenty-five years, the library has either been involved in or led over 20 federal or state funded projects. Each of the projects was completed on schedule and within budget. Selected examples follow:

Midcontinental Audiovisual Resources Sharing Project. The objective of the project was to establish a regional collection of audiovisual materials for use by health professionals. Approved and funded for $184,030 by the National Library of Medicine, 1979 - 1981.

Redesign and Standardization of the MEDOC Index. The objective of the project was to redesign the computer programs and the acquisition of the hardware for the local production of the MEDOC Index. Approved and funded for $88,000 by the National Library of Medicine, 1982.

Integrated Academic Information Management System (IAIMS) Strategic Planning - Phase I. The objective of the contract was the preparation of a long range, strategic plan for the coordinated development and management of information resources in the health sciences at the University of Utah. Approved and funded for $92,020 by the National Library of Medicine, 1983 - 1984.

Integrated Academic Information Management System (IAIMS) Strategic Planning - Phase I - Pilot Project. The objective of the project was the continuation of the IAIMS planning and the development a pilot project that demonstrated the application of IAIMS concepts. Contract extension awarded for $69,015 by the National Library of Medicine, 1984 - 1985.

Utah Preceptorship Network. The objective of the project was to provide portable microcomputers to medical students during their preceptorships. The microcomputers were used for records management, communications, library service and the preparation of a research project.
Approved and funded for $69,665 by the National Library of Medicine, 1985 - 1986.

Utah IAIMS Development Project. The objective of the project was to test the concept of the Integrated Academic Information Management for the Health Sciences Center at the University of Utah. Approved and funded for $600,000 by the National Library of Medicine, 1985 - 1988.

InfoNet Project. This project was designed to develop an automated interlibrary loan and reference system based on the OCTANET system. The InfoNet system was suitable for use by end-users. Contract awarded by the Midcontinental Regional Medical Library Program for $70,000, 1985.


Higher Education Telefacsimile Network. This project funded the selection and installation of plain-paper telefacsimile machines in the libraries of each college and university in the State of Utah. Funded by the State Legislature for $122,000, 1990.

Utah College Library Council CD-ROM Union Catalog. This project was for the selection of hardware and software, the coordination of the preparation of the database of 3,000,000 records and the installation of the system. Funded by the State Legislature for $125,000, 1990 - 1991.

Utah Library Network. The objective of this project was the installation of a high-speed data communications network the linked the colleges and universities in the State of Utah. Funded by the State Legislature for $639,750, 1990 - 1991.

Ariel Network. The objective of this project was to install a digital telefax network to enhance interlibrary loan services for the college and university libraries in the State of Utah. Funded by the State Legislature for $69,000, 1992.

Connections to the NSFNET. The project installed high-speed data communications links between the University of Utah, Veterans Administration Medical Center and the LDS Hospital. Funded by the National Science Foundation for $50,000, 1993.

Internet Navigator. Networked-based, on demand Internet skills course for credit. Funded by the Utah System for Higher Education for $50,716. 1995-1996.

A Model Multimedia Support Center. This project involved a collaboration by the University of Utah, University of Oklahoma and the University of California, Los Angeles to develop a web-based system for providing
access to digital assets in health sciences education. The system includes search, submission and peer review components. Funded by the National Library of Medicine 09/01/95 – 08/31/98 and renewed for 09/01/98 – 08/31/01.

Neuro-Ophthalmology Virtual Education Library. The objective of this project is to develop a web accessible collection of images, videos, lectures and other digital media for use by neuro-ophthalmology professionals, educators, students and patients. Funded by the National Library of Medicine 08/01/03 – 07/31/06.

Utah Consumer Health Information Infrastructure: Utahhealthnet. Partnering with the Utah Telehealth Network, the goal of this project is foster collaboration between the state’s health information providers, employing the advanced networking resources of the Utah Telehealth Network. The project will develop educational resources and services that will enhance access to quality health information. Funded by the National Library of Medicine 01/01/05 – 1/31/07.

Pertinent Contracts

Contract number: NO1-LM-1-3514
Agency: National Library of Medicine
Contract Dollar Value: $6,229,955.00
Dates: 05/01/01 – 04/30/06
Description of Work: National Network of Libraries of Medicine (NN/LM) MidContinental Region
Relevance to RFP: This contract that implements the NN/LM program for the MidContinental Region
Actual versus Proposed: Not available

Contract number: 59900144-N01LM13514
Agency: National Network of Libraries of Medicine
Contract Dollar Value: $25,000.00
Dates: 30 April 2005 - 30 April 2006
Description of Work: Utah Go Local Project
Relevance to RFP: This project contributes to the consumer health information outreach program of the RFP
Actual versus Proposed: Not available

Contract number: N01-LM-1-3514
Agency: National Network of Libraries of Medicine (NNLM)
Contract Dollar Value: $10,000.00
Dates: March 2003 - March 2004
Description of Work: Online Sound Recordings of Health Information in Many Languages
Relevance to RFP: This project contributed to the consumer health information outreach to minority populations section of the RFP
Actual versus Proposed: The contract was completed on schedule and within budget.
Pertinent Grants

Grant number: 051983
Agency: LSTA
Grant Specialist: Bela Vastag
Science Administrator: Donna Morris
Description of Work: Internet Communication Technology Pilot Project

Grant number: 1 G08 LM 008549-01
Agency: National Library of Medicine
Grant Specialist: Laurence Dash
Science Administrator: Valerie Florance
Description of Work: Utah Consumer Health Information Infrastructure: Utahhealthnet

Grant number: 1 G08 LM07919-01
Agency: National Library of Medicine (NLM)
Grant Specialist: Laurence Dash
Science Administrator: Valerie Florance
Description of Work: Neuro-Ophthalmology Virtual Education Library

Grant number: 031909 (USLD) CFDA# 45.310 (LSTA fund #)
Agency: Library Services & Technology Act/Utah State Library Division
Grant Specialist: Max Collotzi
Science Administrator: Douglas Abrams
Description of Work: Utah Consumer Health Information Initiative

Grant number: 2 G08 LM05884-04
Agency: National Library of Medicine
Grant Specialist: Unavailable
Science Administrator: Unavailable
Description of Work: A Model Multimedia Support Center for the Health Sciences - Renewal

Grant number: 5 G08 LM05684-03
Agency: National Library of Medicine
Grant Specialist: Unavailable
Science Administrator: Unavailable
Description of Work: A Model Multimedia Support Center

Grant number: 1 G08 LM06043-01
Agency: National Library of Medicine
Grant Specialist: Unavailable
Science Administrator: Unavailable
Description of Work: Internet Connections for Medical Institutions - Utah  

Other Administrative Data

Property

The University of Utah does not require any Government-owned property for the performance of this contract. All facilities and equipment will be provided by the University.

Electronic Fund Transfer Information

Account (Checking) Holder: University of Utah  
Financial Institution: Wells Fargo  
   PO Box 25237  
   Salt Lake City, UT 84125  
   Contact: Michael Burke (801) 246-1040

ACH and Route & Transit: 124000012

Swift Bank Code Number: WFBUS65S

Note: Wells Fargo can handle both CCD+ format and CTX format.

Financial Capacity and Annual Financial Report

The University of Utah has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. Should this proposal be accepted, the University will submit the latest Annual Financial Report of the University.

A copy of the current Facilities and Administration Cost Rate Agreement is attached as Appendix 6.

Incremental Funding

Incremental funding is applicable to this RFP if funded.

Subcontractors

The following information includes Memos of Understanding and Budgets for each library that will be participating as Resource Libraries. The Resource Libraries will, within their budgets, assume the responsibilities for state outreach and/or a special project area. Draft subcontract agreements are included in appendix 8.
NATIONAL NETWORK OF LIBRARIES OF MEDICINE
MIDCONTINENTAL REGION
RFP NLM 05-103/VMW

Memorandum of Understanding

Resource Libraries work with the Regional Medical Library (RML) in furthering the goals of the National Network of Libraries of Medicine (NN/LM). They are selected on the basis of the quality and uniqueness of their collections and expertise in meeting the health information needs of the region.

University of Colorado at Denver and Health Sciences Center, Denison Memorial Library, agrees to serve as a Resource Library in the MidContinent Regional of the National Network of Libraries of Medicine through the term of the University of Utah NN/LM contract with the National Library of Medicine. The current contract period is May 1, 2006 – April 30, 2011. To the extent possible dependent upon the limitations of state funding, institutional priorities, and timely action by the National Library of Medicine, the resource library agrees to:

Management of Network Services

1. Implement special project and state responsibilities of the RML.
2. Provide technology staff and infrastructure to support hardware and software necessary for liaison activities, including, but not limited to, connectivity through VRVS, Skype, Breeze and QuickPlace.
3. Participate in regularly scheduled meetings of Resource Library Directors.
4. Rotating Advisory Board service by Director.
5. Contribute to an annual review of RML experience by institution’s liaison(s).
6. Provide information about library staff outreach activities for inclusion in the Outreach Activity Report Form (OARF) system.
7. Submit reports and invoices in a timely manner.

Interlibrary Loan and Document Delivery

8. Participate fully in the DOCLINE system and keep detailed library profile information in the system up-to-date.
9. Contribute institution’s serial holdings data to DOCLINE and keep holdings current by updating them online.
10. Provide health professionals and other Network libraries with access to journal articles, books and audiovisuals via interlibrary lending mechanisms at a charge per filled request which is in accordance with the National Maximum Interlibrary Loan Charge policy. This includes negotiation of the ability to provide interlibrary loan from electronic journals to the extent possible.
11. Provide unaffiliated health professionals within Colorado, with access to document delivery services including fair use copies of electronic materials to the extent possible.
12. Adhere to network performance standards for fill rate and throughput for interlibrary loan service with adjustment for those cases when licenses preclude delivery from electronic journals.
Information Services

14. Participate in the implementation of health professional outreach programs to the extent possible.
15. Participate in the implementation of outreach programs to improve the public's access to electronic health information to the extent possible.
16. Include NLM resources as part of Resource Library outreach.
17. Provide outreach to the public through consumer health resources on the library website and/or through a consumer health collection.
18. Serve as a health information resource for a state or local public health department to the extent possible.
19. Provide the facility and host at least one training visit by the National Training Center and Clearinghouse instructors.

This agreement may be amended by written mutual consent, or terminated anytime by the Resource Library or the National Network of Libraries of Medicine, MidContinental Region by giving 60 days written notice.

FOR

University of Utah
Spencer S. Eccles Health Sciences Library

(Signature)
Wayne J. Peay
Director

Office of Sponsored Projects

(Signature)
Elliott Kulakowski
Director

University of Colorado at Denver and Health Sciences Center, Denison Memorial Library

(Signature)
Rick Forsman
Director

Name and Title of Signer

University of Colorado at Denver and Health Sciences Center
Grants and Contracts Office

(Signature)
Jennifer Silverthorne Waddock
Manager, PreAward
University of Colorado Health Sciences Center  
Denison Memorial Library  
Type of Subcontract: RML Liaison - State Services & Special Project  
Period of Performance: May 1, 2006 - April 30, 2011

*FINAL PROPOSAL REVISION*

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Salaries</td>
<td>49,920</td>
<td>51,917</td>
<td>53,993</td>
<td>56,153</td>
<td>58,399</td>
<td>270,383</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>14,976</td>
<td>15,575</td>
<td>16,198</td>
<td>16,846</td>
<td>17,520</td>
<td>81,115</td>
</tr>
<tr>
<td><strong>Total Personnel Expenditures</strong></td>
<td>64,896</td>
<td>67,492</td>
<td>70,192</td>
<td>72,999</td>
<td>75,919</td>
<td>351,498</td>
</tr>
<tr>
<td>Equipment</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>6,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Travel</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>27,500</td>
</tr>
<tr>
<td>Communications</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Reproduction</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Other Costs</td>
<td>806</td>
<td>5,405</td>
<td>5,405</td>
<td>5,405</td>
<td>5,405</td>
<td>22,426</td>
</tr>
<tr>
<td><strong>Total Non-Personnel Expenditures</strong></td>
<td>7,806</td>
<td>15,405</td>
<td>12,405</td>
<td>15,405</td>
<td>12,405</td>
<td>63,426</td>
</tr>
<tr>
<td><strong>Total Direct Expenditures</strong></td>
<td>72,702</td>
<td>82,897</td>
<td>82,597</td>
<td>88,404</td>
<td>88,324</td>
<td>414,924</td>
</tr>
<tr>
<td>IDC Rate</td>
<td>31.40%</td>
<td>31.40%</td>
<td>31.40%</td>
<td>31.40%</td>
<td>31.40%</td>
<td>31.40%</td>
</tr>
<tr>
<td>Overhead/IDC</td>
<td>22,828</td>
<td>26,030</td>
<td>25,935</td>
<td>27,759</td>
<td>27,734</td>
<td>130,286</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>95,530</td>
<td>108,926</td>
<td>108,532</td>
<td>116,163</td>
<td>116,058</td>
<td>545,210</td>
</tr>
</tbody>
</table>

1 - 4% annual increase based on previous contract increases.
2 - Fringe Benefits are 30% of Salaries
3 - 1.0 Professional FTE
NATIONAL NETWORK OF LIBRARIES OF MEDICINE
MIDCONTINENTAL REGION
RFP NLM 05-103/VMW

Memorandum of Understanding

Resource Libraries work with the Regional Medical Library (RML) in furthering the goals of the National Network of Libraries of Medicine (NN/LM). They are selected on the basis of the quality and uniqueness of their collections and expertise in meeting the health information needs of the region.

Creighton University, Health Sciences Library agrees to serve as a Resource Library in the MidContinental Region of the National Network of Libraries of Medicine through the term of the University of Utah NN/LM contract with the National Library of Medicine. The current contract period is May 1, 2006 – April 30, 2011. The resource library agrees to:

Management of Network Services

1. Implement special project responsibilities of the RML.
2. Provide technology staff and infrastructure to support hardware and software necessary for liaison activities, including, but not limited to, connectivity through VRVS, Skype, Breeze and QuickPlace.
3. Participate in regularly scheduled meetings of Resource Library Directors.
4. Advisory Board service by Director.
5. Contribute to an annual review of RML experience by institution’s liaison(s).
6. Provide information about library staff outreach activities for inclusion in the Outreach Activity Report Form (OARF) system.
7. Submit reports and invoices in a timely manner.

Interlibrary Loan and Document Delivery

8. Participate fully in the DOCLINE system and keep detailed library profile information in the system up-to-date.
9. Contribute institution’s serial holdings data to DOCLINE and keep holdings current by updating them online.
10. Provide health professionals and other Network libraries with access to journal articles, books and audiovisuals via interlibrary lending mechanisms at a charge per filled request which is in accordance with the National Maximum Interlibrary Loan Charge policy. This includes negotiation of the ability to provide interlibrary loan from electronic journals to the extent possible.
11. Provide unaffiliated health professionals within Nebraska, with access to document delivery services including fair use copies of electronic materials to the extent possible.
12. Adhere to network performance standards for fill rate and throughput for interlibrary loan service.

Information Services

14. Participate in the implementation of health professional outreach programs.
15. Participate in the implementation of outreach programs to improve the public's access to electronic health information.
16. Include NLM resources as part of Resource Library outreach.
17. Provide outreach to the public through consumer health resources on the library website and/or through a consumer health collection.
18. Serve as a health information resource for a state or local public health department.
19. Provide the facility and host at least one training visit by the National Training Center and Clearinghouse instructors.

This agreement may be amended by written mutual consent, or terminated anytime by the Resource Library or the National Network of Libraries of Medicine, MidContinental Region by giving 60 days written notice.

FOR

University of Utah
Spencer S. Eccles Health Sciences Library

(Signature)
Wayne J. Peay
Director

Office of Sponsored Projects

(Signature)
Elliott Kulakowski
Director

Creighton University
Health Sciences Library

(Signature) 6-23-05
James Bothmer
Title of Signer

Office of Sponsored Projects

Kathleen J. Taggart
Title of Signer

Due for, Grants Administration
**FINAL PROPOSAL REVISION**

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Salaries</td>
<td>50,000</td>
<td>52,000</td>
<td>54,080</td>
<td>56,243</td>
<td>58,493</td>
<td>270,816</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>13,750</td>
<td>14,487</td>
<td>15,261</td>
<td>16,035</td>
<td>16,852</td>
<td>76,385</td>
</tr>
<tr>
<td><strong>Total Personnel Expenditures</strong></td>
<td><strong>63,750</strong></td>
<td><strong>66,487</strong></td>
<td><strong>69,341</strong></td>
<td><strong>72,278</strong></td>
<td><strong>75,345</strong></td>
<td><strong>347,201</strong></td>
</tr>
<tr>
<td>Equipment</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>6,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Travel</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>27,500</td>
</tr>
<tr>
<td>Communications</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>1,500</td>
</tr>
<tr>
<td>Reproduction</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Other Costs</td>
<td>1,074</td>
<td>5,605</td>
<td>5,605</td>
<td>5,605</td>
<td>5,605</td>
<td>23,494</td>
</tr>
<tr>
<td><strong>Total Non-Personnel Expenditures</strong></td>
<td><strong>7,874</strong></td>
<td><strong>15,405</strong></td>
<td><strong>12,405</strong></td>
<td><strong>15,405</strong></td>
<td><strong>12,405</strong></td>
<td><strong>63,494</strong></td>
</tr>
</tbody>
</table>

**Total Direct Expenditures**

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDC Rate</td>
<td>43.50%</td>
<td>43.50%</td>
<td>43.50%</td>
<td>43.50%</td>
<td>43.50%</td>
<td>43.50%</td>
</tr>
<tr>
<td>Overhead/IDC</td>
<td>31,156</td>
<td>35,623</td>
<td>35,560</td>
<td>38,142</td>
<td>38,171</td>
<td>178,653</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>102,780</strong></td>
<td><strong>117,515</strong></td>
<td><strong>117,306</strong></td>
<td><strong>125,825</strong></td>
<td><strong>125,921</strong></td>
<td><strong>589,348</strong></td>
</tr>
</tbody>
</table>

1 - 4% annual increase based on previous contract increases.
2 - Fringe Benefits are YR1 27.50%, YR2 27.86%, YR3 28.22%, YR4 28.51%, YR5 28.81% of Salaries
3 - 1.0 Professional FTE
NATIONAL NETWORK OF LIBRARIES OF MEDICINE
MIDCONTINENTAL REGION
RFP NLM 05-103/VMW

Memorandum of Understanding

Resource Libraries work with the Regional Medical Library (RML) in furthering the goals of the National Network of Libraries of Medicine (NN/LM). They are selected on the basis of the quality and uniqueness of their collections and expertise in meeting the health information needs of the region.

University of Kansas, Archie R. Dykes Library agrees to serve as a Resource Library in the MidContinental Region of the National Network of Libraries of Medicine through the term of the University of Utah NN/LM contract with the National Library of Medicine. The current contract period is May 1, 2006 – April 30, 2011. The resource library agrees to:

Management of Network Services

1. Implement special project and state responsibilities of the RML.
2. Provide technology staff and infrastructure to support hardware and software necessary for liaison activities, including, but not limited to, connectivity through VRVS, Skype, Breeze and QuickPlace.
3. Participate in regularly scheduled meetings of Resource Library Directors.
4. Advisory Board service by Director.
5. Contribute to an annual review of RML experience by institution's liaison(s).
6. Provide information about library staff outreach activities for inclusion in the Outreach Activity Report Form (OARF) system.
7. Submit reports and invoices in a timely manner.

Interlibrary Loan and Document Delivery

8. Participate fully in the DOCLINE system and keep detailed library profile information in the system up-to-date.
9. Contribute institution's serial holdings data to DOCLINE and keep holdings current by updating them online.
10. Provide health professionals and other Network libraries with access to journal articles, books and audiovisuals via interlibrary lending mechanisms at a charge per filled request which is in accordance with the National Maximum Interlibrary Loan Charge policy. This includes negotiation of the ability to provide interlibrary loan from electronic journals to the extent possible.
11. Provide unaffiliated health professionals within Kansas, with access to document delivery services including fair use copies of electronic materials to the extent possible.
12. Adhere to network performance standards for fill rate and throughput for interlibrary loan service.

Information Services

14. Participate in the implementation of health professional outreach programs.
15. Participate in the implementation of outreach programs to improve the public's access to electronic health information.
16. Include NLM resources as part of Resource Library outreach.
17. Provide outreach to the public through consumer health resources on the library website and/or through a consumer health collection.
18. Serve as a health information resource for a state or local public health department.
19. Provide the facility and host at least one training visit by the National Training Center and Clearinghouse instructors.

This agreement may be amended by written mutual consent, or terminated anytime by the Resource Library or the National Network of Libraries of Medicine, MidContinental Region by giving 60 days written notice.

FOR

University of Utah
Spencer S. Eccles Health Sciences Library

                                 
Wayne J. Peay
Director

Office of Sponsored Projects

                                 
Elliott Kulakowski
Director

University of Kansas
Archie R. Dykes Library

                                 
Karen Cole
Director

Office of Sponsored Projects

                                 
Ted Knous, PhD
Associate Vice Chancellor for Research Administration

(Name and Title of Signer)
**FINAL PROPOSAL REVISION**

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Salaries</td>
<td>46,042</td>
<td>57,460</td>
<td>59,758</td>
<td>62,149</td>
<td>64,635</td>
<td>290,044</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>12,892</td>
<td>16,089</td>
<td>16,732</td>
<td>17,402</td>
<td>18,098</td>
<td>81,212</td>
</tr>
<tr>
<td><strong>Total Personnel Expenditures</strong></td>
<td><strong>58,934</strong></td>
<td><strong>73,549</strong></td>
<td><strong>76,491</strong></td>
<td><strong>79,550</strong></td>
<td><strong>82,732</strong></td>
<td><strong>371,256</strong></td>
</tr>
<tr>
<td>Equipment</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>6,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Travel</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>27,500</td>
</tr>
<tr>
<td>Communications</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Reproduction</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Other Costs</td>
<td>77</td>
<td>4,905</td>
<td>4,905</td>
<td>4,905</td>
<td>4,905</td>
<td>19,697</td>
</tr>
<tr>
<td><strong>Total Non-Personnel Expenditures</strong></td>
<td><strong>7,577</strong></td>
<td><strong>15,405</strong></td>
<td><strong>12,405</strong></td>
<td><strong>15,405</strong></td>
<td><strong>12,405</strong></td>
<td><strong>63,197</strong></td>
</tr>
<tr>
<td><strong>Total Direct Expenditures</strong></td>
<td><strong>66,511</strong></td>
<td><strong>88,954</strong></td>
<td><strong>88,896</strong></td>
<td><strong>94,955</strong></td>
<td><strong>95,137</strong></td>
<td><strong>434,453</strong></td>
</tr>
<tr>
<td>IDC Rate</td>
<td>44.70%</td>
<td>44.70%</td>
<td>44.70%</td>
<td>44.70%</td>
<td>44.70%</td>
<td>44.70%</td>
</tr>
<tr>
<td>Overhead/IDC</td>
<td>29.73%</td>
<td>39.76%</td>
<td>39.736</td>
<td>42.445</td>
<td>42.526</td>
<td>194.201</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>96,241</strong></td>
<td><strong>128,716</strong></td>
<td><strong>128,632</strong></td>
<td><strong>137,400</strong></td>
<td><strong>137,664</strong></td>
<td><strong>628,654</strong></td>
</tr>
</tbody>
</table>

1 - 4% annual increase based on previous contract increases.
2 - Budgeted for higher salaried position - 1 FTE
3 - Fringe Benefits are 28% of Salaries
4 - Communication costs are estimated (no actuals received)
NATIONAL NETWORK OF LIBRARIES OF MEDICINE
MIDCONTINENTAL REGION
RFP NLM 05-103/VMW

Memorandum of Understanding

Resource Libraries work with the Regional Medical Library (RML) in furthering the goals of the National Network of Libraries of Medicine (NN/LM). They are selected on the basis of the quality and uniqueness of their collections and expertise in meeting the health information needs of the region.

University of Missouri – Columbia, J. Otto Lottes Health Sciences Library agrees to serve as a Resource Library in the MidContinental Region of the National Network of Libraries of Medicine through the term of the University of Utah NN/LM contract with the National Library of Medicine. The current contract period is May 1, 2006 – April 30, 2011. The resource library agrees to:

Management of Network Services

1. Implement special project and state responsibilities of the RML.
2. Provide technology staff and infrastructure to support hardware and software necessary for liaison activities, including, but not limited to, connectivity through VRVS, Skype, Breeze and QuickPlace.
3. Participate in regularly scheduled meetings of Resource Library Directors.
4. Advisory Board service by Director.
5. Contribute to an annual review of RML experience by institution's liaison(s).
6. Provide information about library staff outreach activities for inclusion in the Outreach Activity Report Form (OARF) system.
7. Submit reports and invoices in a timely manner.

Interlibrary Loan and Document Delivery

8. Participate fully in the DOCLINE system and keep detailed library profile information in the system up-to-date.
9. Contribute institution's serial holdings data to DOCLINE and keep holdings current by updating them online.
10. Provide health professionals and other Network libraries with access to journal articles, books and audiovisuals via interlibrary lending mechanisms at a charge per filled request which is in accordance with the National Maximum Interlibrary Loan Charge policy. This includes negotiation of the ability to provide interlibrary loan from electronic journals to the extent possible.
11. Provide unaffiliated health professionals within Missouri, with access to document delivery services including fair use copies of electronic materials to the extent possible.
12. Adhere to network performance standards for fill rate and throughput for interlibrary loan service.

Information Services

14. Participate in the implementation of health professional outreach programs.
15. Participate in the implementation of outreach programs to improve the public's access to electronic health information.
16. Include NLM resources as part of Resource Library outreach.
17. Provide outreach to the public through consumer health resources on the library website and/or through a consumer health collection.
18. Serve as a health information resource for a state or local public health department.
19. Provide the facility and host at least one training visit by the National Training Center and Clearinghouse instructors.

This agreement may be amended by written mutual consent, or terminated anytime by the Resource Library or the National Network of Libraries of Medicine, MidContinental Region by giving 60 days written notice.

FOR

University of Utah
Spencer S. Eccles Health Sciences Library

Wayne J. Peay
Director

Office of Sponsored Projects

Elliott Kulakowski
Director

University of Missouri – Columbia
J. Otto Lottes Health Sciences Library

Deborah Ward
Director

Office of Sponsored Projects

Don R. McKinney
Director

Deborah Ward, Director, HSC
(Name and Title of Signer)

(Name and Title of Signer)
<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Salaries</td>
<td>50,619</td>
<td>52,644</td>
<td>54,749</td>
<td>56,939</td>
<td>59,217</td>
<td>274,168</td>
</tr>
<tr>
<td>Support Salaries</td>
<td>5,569</td>
<td>5,792</td>
<td>6,024</td>
<td>6,265</td>
<td>6,515</td>
<td>30,165</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>14,093</td>
<td>14,657</td>
<td>15,243</td>
<td>15,853</td>
<td>16,487</td>
<td>76,333</td>
</tr>
<tr>
<td><strong>Total Personnel</strong></td>
<td>70,281</td>
<td>73,092</td>
<td>76,016</td>
<td>79,057</td>
<td>82,219</td>
<td>380,666</td>
</tr>
<tr>
<td>Equipment</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>6,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Travel</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>27,500</td>
</tr>
<tr>
<td>Communications</td>
<td>720</td>
<td>720</td>
<td>720</td>
<td>720</td>
<td>720</td>
<td>3,600</td>
</tr>
<tr>
<td>Reproduction</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Other Costs</td>
<td>265</td>
<td>5,185</td>
<td>5,185</td>
<td>5,185</td>
<td>5,185</td>
<td>21,005</td>
</tr>
<tr>
<td><strong>Total Non-Personnel</strong></td>
<td>7,485</td>
<td>15,405</td>
<td>12,405</td>
<td>15,405</td>
<td>12,405</td>
<td>63,105</td>
</tr>
<tr>
<td><strong>Total Direct</strong></td>
<td>77,766</td>
<td>88,497</td>
<td>88,421</td>
<td>94,462</td>
<td>94,624</td>
<td>443,771</td>
</tr>
<tr>
<td>IDC Rate</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
</tr>
<tr>
<td>Overhead/IDC</td>
<td>19,442</td>
<td>22,124</td>
<td>22,105</td>
<td>23,615</td>
<td>23,656</td>
<td>110,943</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>97,208</td>
<td>110,622</td>
<td>110,526</td>
<td>118,077</td>
<td>118,280</td>
<td>554,713</td>
</tr>
</tbody>
</table>

1 - 4% annual increase based on previous contract increases.  
2 - Fringe Benefits are 27% of Salaries  
3 - 1.0 Professional FTE and 0.25 Support FTE
NATIONAL NETWORK OF LIBRARIES OF MEDICINE
MIDCONTINENTAL REGION
RFP NLM 05-103/VMW

Memorandum of Understanding

Resource Libraries work with the Regional Medical Library (RML) in furthering the goals of the National Network of Libraries of Medicine (NNLM). They are selected on the basis of the quality and uniqueness of their collections and expertise in meeting the health information needs of the region.

University of Nebraska, McGoogan Library of Medicine agrees to serve as a Resource Library in the MidContinental Region of the National Network of Libraries of Medicine through the term of the University of Utah NNLM contract with the National Library of Medicine. The current contract period is May 1, 2006 – April 30, 2011. The resource library agrees to:

Management of Network Services

1. Implement special project and state responsibilities of the RML.
2. Provide technology staff and infrastructure to support hardware and software necessary for liaison activities, including, but not limited to, connectivity through VRVS, Skype, Breeze and QuickPlace.
3. Participate in regularly scheduled meetings of Resource Library Directors.
4. Advisory Board service by Director.
5. Contribute to an annual review of RML experience by institution’s liaison(s).
6. Provide information about library staff outreach activities for inclusion in the Outreach Activity Report Form (OARF) system.
7. Submit reports and invoices in a timely manner.

Interlibrary Loan and Document Delivery

8. Participate fully in the DOCLINE system and keep detailed library profile information in the system up-to-date.
9. Contribute institution’s serial holdings data to DOCLINE and keep holdings current by updating them online.
10. Provide health professionals and other Network libraries with access to journal articles, books and audiovisuals via interlibrary lending mechanisms at a charge per filled request which is in accordance with the National Maximum Interlibrary Loan Charge policy. This includes negotiation of the ability to provide interlibrary loan from electronic journals to the extent possible.
11. Provide unaffiliated health professionals within Nebraska, with access to document delivery services including fair use copies of electronic materials to the extent possible.
12. Adhere to network performance standards for fill rate and throughput for interlibrary loan service.

Information Services
14. Participate in the implementation of health professional outreach programs.
15. Participate in the implementation of outreach programs to improve the public's access to electronic health information.
16. Include NLM resources as part of Resource Library outreach.
17. Provide outreach to the public through consumer health resources on the library website and/or through a consumer health collection.
18. Serve as a health information resource for a state or local public health department.
19. Provide the facility and host at least one training visit by the National Training Center and Clearinghouse instructors.

This agreement may be amended by written mutual consent, or terminated anytime by the Resource Library or the National Network of Libraries of Medicine, MidContinental Region by giving 60 days written notice.

FOR

University of Utah
Spencer S. Eccles Health Sciences Library

Wayne J. Peay
Director

Office of Sponsored Projects

Elliott Kulakowski
Director

University of Nebraska
McGoogan Library of Medicine

Nancy N. Woelfl
(Name and Title of Signer)
Professor and Director
McGoogan Library of Medicine

Office of Sponsored Projects

Deborah K. Vetter, Director, Sponsored Programs, UNMC

Signature

(Signature)

6/28/05
**FINAL PROPOSAL REVISION**

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Salaries</td>
<td>51,172</td>
<td>53,219</td>
<td>55,348</td>
<td>57,562</td>
<td>59,864</td>
<td>277,165</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>14,328</td>
<td>14,901</td>
<td>15,497</td>
<td>16,117</td>
<td>16,762</td>
<td>77,606</td>
</tr>
<tr>
<td><strong>Total Personnel Expenditures</strong></td>
<td>65,500</td>
<td>68,120</td>
<td>70,845</td>
<td>73,679</td>
<td>76,626</td>
<td>354,771</td>
</tr>
<tr>
<td>Equipment</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>6,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Travel</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>27,500</td>
</tr>
<tr>
<td>Communications</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>3,500</td>
</tr>
<tr>
<td>Reproduction</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Other Costs</td>
<td>570</td>
<td>5,205</td>
<td>5,205</td>
<td>5,205</td>
<td>5,205</td>
<td>21,390</td>
</tr>
<tr>
<td><strong>Total Non-Personnel Expenditures</strong></td>
<td>7,770</td>
<td>15,405</td>
<td>12,405</td>
<td>15,405</td>
<td>12,405</td>
<td>63,390</td>
</tr>
<tr>
<td><strong>Total Direct Expenditures</strong></td>
<td>73,270</td>
<td>83,525</td>
<td>83,250</td>
<td>89,084</td>
<td>89,031</td>
<td>418,161</td>
</tr>
<tr>
<td>IDC Rate</td>
<td>26%</td>
<td>28%</td>
<td>26%</td>
<td>26%</td>
<td>26%</td>
<td>26%</td>
</tr>
<tr>
<td>Overhead/IDC</td>
<td>19,050</td>
<td>21,177</td>
<td>21,645</td>
<td>23,162</td>
<td>23,148</td>
<td>108,722</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>92,321</td>
<td>105,242</td>
<td>104,895</td>
<td>112,246</td>
<td>112,179</td>
<td>526,883</td>
</tr>
</tbody>
</table>

1 - 4% annual increase based on previous contract increases.
2 - Fringe Benefits are 28% of Salaries
3 - 1.0 Professional FTE
NATIONAL NETWORK OF LIBRARIES OF MEDICINE
MIDCONTINENTAL REGION
RFP NLM 05-103/VMW

Memorandum of Understanding

Resource Libraries work with the Regional Medical Library (RML) in furthering the goals of the National Network of Libraries of Medicine (NN/LM). They are selected on the basis of the quality and uniqueness of their collections and expertise in meeting the health information needs of the region.

Washington University, Becker Medical Library agrees to serve as a Resource Library in the MidContinental Region of the National Network of Libraries of Medicine through the term of the University of Utah NN/LM contract with the National Library of Medicine. The current contract period is May 1, 2006 – April 30, 2011. The resource library agrees to:

Management of Network Services

1. Implement special project responsibilities of the RML.
2. Provide technology staff and infrastructure to support hardware and software necessary for liaison activities, including, but not limited to, connectivity through VRVS, Skype, Breeze and QuickPlace.
3. Participate in regularly scheduled meetings of Resource Library Directors.
4. Advisory Board service by Director.
5. Contribute to an annual review of RML experience by institution’s liaison(s).
6. Provide information about library staff outreach activities for inclusion in the Outreach Activity Report Form (OARF) system.
7. Submit reports and invoices in a timely manner.

Interlibrary Loan and Document Delivery

8. Participate fully in the DOCLINE system and keep detailed library profile information in the system up-to-date.
9. Contribute institution’s serial holdings data to DOCLINE and keep holdings current by updating them online.
10. Provide health professionals and other Network libraries with access to journal articles, books and audiovisuals via interlibrary lending mechanisms at a charge per filled request which is in accordance with the National Maximum Interlibrary Loan Charge policy. This includes negotiation of the ability to provide interlibrary loan from electronic journals to the extent possible.
11. Provide unaffiliated health professionals within Missouri, with access to document delivery services including fair use copies of electronic materials to the extent possible.
12. Adhere to network performance standards for fill rate and throughput for interlibrary loan service.

Information Services

14. Participate in the implementation of health professional outreach programs.
15. Participate in the implementation of outreach programs to improve the public’s access to electronic health information.
16. Include NLM resources as part of Resource Library outreach.
17. Provide outreach to the public through consumer health resources on the library website and/or through a consumer health collection.
18. Serve as a health information resource for a state or local public health department.
19. Provide the facility and host at least one training visit by the National Training Center and Clearinghouse instructors.

This agreement may be amended by written mutual consent, or terminated anytime by the Resource Library or the National Network of Libraries of Medicine, MidContinental Region by giving 60 days written notice.

FOR

University of Utah
Spencer S. Eccles Health Sciences Library

Wayne J. Peay
Director

Office of Sponsored Projects

Elliott Kulakowski
Director

Washington University
Becker Medical Library

Paul Scheringer
Assoc. Dean
(Name and Title of Signer)

Office of Sponsored Projects

Kaaren J. Downey
Assistant Director, Research Office
(Name and Title of Signer)
<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Salaries</td>
<td>49,000</td>
<td>50,960</td>
<td>52,998</td>
<td>55,118</td>
<td>57,323</td>
<td>265,400</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>13,230</td>
<td>13,759</td>
<td>14,310</td>
<td>14,882</td>
<td>15,477</td>
<td>71,658</td>
</tr>
<tr>
<td><strong>Total Personnel Expenditures</strong></td>
<td><strong>62,230</strong></td>
<td><strong>64,719</strong></td>
<td><strong>67,308</strong></td>
<td><strong>70,000</strong></td>
<td><strong>72,800</strong></td>
<td><strong>337,058</strong></td>
</tr>
<tr>
<td>Equipment</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>6,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Travel</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>5,500</td>
<td>27,500</td>
</tr>
<tr>
<td>Communications</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Reproduction</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Other Costs</td>
<td>464</td>
<td>4,905</td>
<td>4,905</td>
<td>4,905</td>
<td>4,905</td>
<td>20,084</td>
</tr>
<tr>
<td><strong>Total Non-Personnel Expenditures</strong></td>
<td><strong>7,964</strong></td>
<td><strong>15,405</strong></td>
<td><strong>12,405</strong></td>
<td><strong>15,405</strong></td>
<td><strong>12,405</strong></td>
<td><strong>63,584</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Direct Expenditures</strong></td>
<td><strong>70,194</strong></td>
<td><strong>80,124</strong></td>
<td><strong>79,713</strong></td>
<td><strong>85,405</strong></td>
<td><strong>85,205</strong></td>
<td><strong>400,642</strong></td>
</tr>
<tr>
<td>IDC Rate</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
</tr>
<tr>
<td>Overhead/IDC</td>
<td>21,058</td>
<td>24,037</td>
<td>23,914</td>
<td>25,622</td>
<td>25,562</td>
<td>120,193</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>91,252</strong></td>
<td><strong>104,161</strong></td>
<td><strong>103,627</strong></td>
<td><strong>111,027</strong></td>
<td><strong>110,767</strong></td>
<td><strong>520,834</strong></td>
</tr>
</tbody>
</table>

1 - 4% annual increase based on previous contract increases.
2 - Fringe Benefits are 27% of Salaries
3 - 0.5 Professional FTE
4 - Communication costs are estimated (no actuals received)
NATIONAL NETWORK OF LIBRARIES OF MEDICINE
MIDCONTINENTAL REGION
RFP NLM 05-103/VMW

Memorandum of Understanding

Resource Libraries work with the Regional Medical Library (RML) in furthering the goals of the National Network of Libraries of Medicine (NN/LM). They are selected on the basis of the quality and uniqueness of their collections and expertise in meeting the health information needs of the region.

University of Wyoming Libraries agrees to serve as a Resource Library in the MidContinental Region of the National Network of Libraries of Medicine through the term of the University of Utah NN/LM contract with the National Library of Medicine. The current contract period is May 1, 2006 – April 30, 2011. The resource library agrees to:

Management of Network Services

1. Implement state responsibilities of the RML.
2. Provide technology staff and infrastructure to support hardware and software necessary for liaison activities, including, but not limited to, connectivity through VRVS, Skype, Breeze and QuickPlace.
3. Participate in regularly scheduled meetings of Resource Library Directors.
4. Advisory Board service by Director.
5. Contribute to an annual review of RML experience by institution’s liaison(s).
6. Provide information about library staff outreach activities for inclusion in the Outreach Activity Report Form (OARF) system.
7. Submit reports and invoices in a timely manner.

Interlibrary Loan and Document Delivery

8. Participate fully in the DOCLINE system and keep detailed library profile information in the system up-to-date.
9. Contribute institution’s serial holdings data to DOCLINE and keep holdings current by updating them online.
10. Provide health professionals and other Network libraries with access to journal articles, books and audiovisuals via interlibrary lending mechanisms at a charge per filled request which is in accordance with the National Maximum Interlibrary Loan Charge policy. This includes negotiation of the ability to provide interlibrary loan from electronic journals to the extent possible.
11. Provide unaffiliated health professionals within Wyoming, with access to document delivery services including fair use copies of electronic materials to the extent possible.
12. Adhere to network performance standards for fill rate and throughput for interlibrary loan service.

Information Services

14. Participate in the implementation of health professional outreach programs.
15. Participate in the implementation of outreach programs to improve the public's access to electronic health information.
16. Include NLM resources as part of Resource Library outreach.
17. Provide outreach to the public through consumer health resources on the library website and/or through a consumer health collection.
18. Serve as a health information resource for a state or local public health department.
19. Provide the facility and host at least one training visit by the National Training Center and Clearinghouse instructors.

This agreement may be amended by written mutual consent, or terminated anytime by the Resource Library or the National Network of Libraries of Medicine, MidContinental Region by giving 60 days written notice.

FOR

University of Utah
Spencer S. Eccles Health Sciences Library

Wayne J. Peay
Director

(Signature)

Office of Sponsored Projects

Elliott Kulakowski
Director

University of Wyoming Libraries

Mary M. Farrell
Dean of Libraries

(Signature)

Office of Sponsored Projects

(Name and Title of Signer)
University of Wyoming Libraries  
Type of Subcontract: RML Liaison - State Services  
Period of Performance: May 1, 2006 - April 30, 2011

**FINAL PROPOSAL REVISION**

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Salaries</td>
<td>32,648</td>
<td>33,954</td>
<td>35,312</td>
<td>36,724</td>
<td>38,193</td>
<td>176,830</td>
</tr>
<tr>
<td>Support Salaries</td>
<td>1,735</td>
<td>1,735</td>
<td>1,735</td>
<td>1,735</td>
<td>1,735</td>
<td>8,674</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>12,034</td>
<td>12,491</td>
<td>12,966</td>
<td>13,481</td>
<td>13,975</td>
<td>64,926</td>
</tr>
<tr>
<td><strong>Total Personnel Expenditures</strong></td>
<td><strong>46,416</strong></td>
<td><strong>48,179</strong></td>
<td><strong>50,013</strong></td>
<td><strong>51,920</strong></td>
<td><strong>53,903</strong></td>
<td><strong>250,430</strong></td>
</tr>
<tr>
<td>Equipment</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>3,000</td>
<td>-</td>
<td>6,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>221</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,221</td>
</tr>
<tr>
<td>Travel</td>
<td>3,500</td>
<td>3,500</td>
<td>3,500</td>
<td>3,500</td>
<td>3,500</td>
<td>17,500</td>
</tr>
<tr>
<td>Communications</td>
<td>1,200</td>
<td>1,200</td>
<td>1,200</td>
<td>1,200</td>
<td>1,200</td>
<td>6,000</td>
</tr>
<tr>
<td>Reproduction</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>2,500</td>
</tr>
<tr>
<td>Other Costs</td>
<td>-</td>
<td>3,000</td>
<td>3,000</td>
<td>3,000</td>
<td>3,000</td>
<td>12,000</td>
</tr>
<tr>
<td><strong>Total Non-Personnel Expenditures</strong></td>
<td><strong>5,421</strong></td>
<td><strong>11,700</strong></td>
<td><strong>8,700</strong></td>
<td><strong>11,700</strong></td>
<td><strong>8,700</strong></td>
<td><strong>46,221</strong></td>
</tr>
<tr>
<td><strong>Total Direct Expenditures</strong></td>
<td><strong>51,837</strong></td>
<td><strong>59,879</strong></td>
<td><strong>58,713</strong></td>
<td><strong>63,620</strong></td>
<td><strong>62,603</strong></td>
<td><strong>296,651</strong></td>
</tr>
<tr>
<td>IDC Rate</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
</tr>
<tr>
<td>Overhead/IDC</td>
<td>15,551</td>
<td>17,964</td>
<td>17,614</td>
<td>19,086</td>
<td>18,781</td>
<td>88,995</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>67,388</strong></td>
<td><strong>77,843</strong></td>
<td><strong>76,327</strong></td>
<td><strong>82,705</strong></td>
<td><strong>81,383</strong></td>
<td><strong>385,647</strong></td>
</tr>
</tbody>
</table>

1 - 4% annual increase based on previous contract increases.  
2 - Fringe Benefits are 35% of Salaries.  
3 - 0.75 Professional FTE and partial Support FTE
PART IV - SECTION K
Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

1. FAR 52.203-2 Certification of Independent Price Determination
2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION)
3. FAR 52.204-3 Taxpayer Identification
4. FAR 52.204-5 Women-Owned Business (Other Than Small Business)
5. FAR 52.204-6 Data Universal Numbering System (DUNS) Number
6. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
7. FAR 52.215-6 Place of Performance
8. FAR 52.219-1 Small Business Program Representations
9. FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
10. FAR 52.219-21 Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
11. FAR 52.219-22 Small Disadvantaged Business Status
12. FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
13. FAR 52.222-21 Certification of Nonsegregated Facilities
14. FAR 52.222-22 Previous Contracts and Compliance Reports
15. FAR 52.222-25 Affirmative Action Compliance
17. FAR 52.223-4 Recovered Material Certification
18. FAR 52.223-13 Certification of Toxic Chemical Release Reporting
21. FAR 52.225-6 Trade Agreements Certificate
22. FAR 52.226-2 Historically Black College or University and Minority Institution Representation
23. FAR 52.227-6 Royalty Information
24. FAR 52.230-1 Cost Accounting Standards Notices and Certification
25. ----- Certification Regarding Environmental Tobacco Smoke
26. ----- Certification of Institutional Policy on Conflict of Financial Interest
27. FAR 15.406-2 Certificate of Current Cost or Pricing Data

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

University of Utah
(Name of Offeror)

(Signature of Authorized Individual)

NLM-05-103-VMW
(RFP No.)

6/29/05
(Date)

Elliott C. Kulakowski
(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.
1. S2.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

Wayne Peay

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization;]

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(e) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. S2.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

Representations and Certifications - Negotiated

ATTACHMENT C
OCTOBER, 2001
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

3. 52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN: 87-6000525

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other Educational Institution
(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name

TIN

4. 52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it [ ] is a women-owned business concern.

5. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.
(2) Company address.
(3) Company telephone number.
(4) Line of business.
(5) Chief executive officer/key manager.
(6) Date the company was started.
(7) Number of people employed by the company.
(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

6. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (APRIL 2001)

(NOTE: Applies to contracts expected to exceed $100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

   (i) The Offeror and/or any of its Principals --

      (A) Are [ ], are not [X] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have [ ], have not [X], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are [ ], are not [X] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [ ] have not [X], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [ ] are not [X] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (9a)(1)(i)(B) of this provision.

(ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [ ] has not [X] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protections laws--

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [ ], has not [X], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

7. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<table>
<thead>
<tr>
<th>Place of Performance (Street Address)</th>
<th>Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 N 1900 E</td>
<td></td>
</tr>
<tr>
<td>Bldg 589</td>
<td></td>
</tr>
<tr>
<td>Salt Lake City, UT 84112</td>
<td></td>
</tr>
</tbody>
</table>

8. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].

(2) The small business size standard is [INSERT SIZE STANDARD].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [X] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [X] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [X] is, [ ] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [X] is not a veteran-owned small business concern.
(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

**Service-disabled veteran-owned small business concern**--

1. Means a small business concern--

   i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and

   ii. The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

2. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**Small business concern**, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

**Women-owned small business concern**, means a small business concern--

1. That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

2. Whose management and daily business operations are controlled by one or more women.

**Veteran-owned small business concern** means a small business concern--

1. Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

2. The management and daily business operations of which are controlled by one or more veterans.

(d) Notice.

1. If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

2. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

   i. Be punished by imposition of fine, imprisonment, or both;

   ii. Be subject to administrative remedies, including suspension and debarment; and

   iii. Be ineligible for participation in programs conducted under the authority of the Act.
(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: __________.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

9. 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) Definition

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (Check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] 50 or fewer</td>
<td>[ ] $1 million or less</td>
</tr>
<tr>
<td>[ ] 51 - 100</td>
<td>[ ] $1,000,001 - $2 million</td>
</tr>
<tr>
<td>[ ] 101 - 250</td>
<td>[ ] $2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>[ ] 251 - 500</td>
<td>[ ] $3,500,001 - $5 million</td>
</tr>
<tr>
<td>[ ] 501 - 750</td>
<td>[ ] $5,000,001 - $10 million</td>
</tr>
<tr>
<td>[ ] 751 - 1,000</td>
<td>[ ] $10,000,001 - $17 million</td>
</tr>
<tr>
<td>[ ] Over 1,000</td>
<td>[ ] Over $17 million</td>
</tr>
</tbody>
</table>

10. 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)
(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<table>
<thead>
<tr>
<th>No. of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 or fewer</td>
<td>$1 million or less</td>
</tr>
<tr>
<td>51 - 100</td>
<td>$1,000,001 - $2 million</td>
</tr>
<tr>
<td>101 - 250</td>
<td>$2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>251 - 500</td>
<td>$3,500,001 - $5 million</td>
</tr>
<tr>
<td>501 - 750</td>
<td>$5,000,001 - $10 million</td>
</tr>
<tr>
<td>751 - 1,000</td>
<td>$10,000,001 - $17 million</td>
</tr>
<tr>
<td>Over 1,000</td>
<td>Over $17 million</td>
</tr>
</tbody>
</table>

The ten targeted industries are as follows:

<table>
<thead>
<tr>
<th>Product Service Code</th>
<th>SIC Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G004</td>
<td>8742</td>
<td>Counseling/Training/Social Rehabilitation Services</td>
</tr>
<tr>
<td>J099</td>
<td>7699</td>
<td>Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems &amp; Visible Record Equipment)</td>
</tr>
<tr>
<td>K099</td>
<td>7699</td>
<td>Modification of Equipment (misc.)</td>
</tr>
<tr>
<td>Q210</td>
<td>8099, 8742</td>
<td>General Health Care Services</td>
</tr>
<tr>
<td>R406</td>
<td>8742</td>
<td>Policy Review/Development Services</td>
</tr>
<tr>
<td>R497</td>
<td>7299</td>
<td>Personal Services</td>
</tr>
<tr>
<td>6505</td>
<td>2833, 2834</td>
<td>Drugs and Biologics</td>
</tr>
<tr>
<td></td>
<td>2835, 2836</td>
<td></td>
</tr>
<tr>
<td>7045</td>
<td>3572, 3695</td>
<td>ADP Supplies</td>
</tr>
<tr>
<td>5065</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7110</td>
<td>5021</td>
<td>Office Furniture</td>
</tr>
<tr>
<td>7510</td>
<td>5112</td>
<td>Office Supplies</td>
</tr>
</tbody>
</table>

11. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

(Note: This applies to competitive solicitations over $100,000 under the SIC Major Groups for which a price evaluation adjustment is applicable.)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

   (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

   (A) No material change in disadvantaged ownership and control has occurred since its certification;

   (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each
individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ___________.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;
(2) Be subject to administrative remedies, including suspension and debarment; and
(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)

(Note: Applies when price evaluation adjustment for small disadvantaged business concerns is authorized on a regional basis. Designated regions by Major SIC Category can be found at http://www.arnet.gov/References/sdbadjustments.htm. Currently, this includes SIC Major Industry Groups 15, 16, 17 which are all construction related groups.)

As prescribed in 19.306(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address ______ is, ______ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

12. 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS
(MAY 2001)

(Appplies to all contracts for supplies over $2,500. See FAR 22.1503 for more information)

a. Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

Representations and Certifications - Negotiated

ATTACHMENT C

OCTOBER, 2001

68
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

c. Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[X] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

13. 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

14. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)

The offeror represents that --

(a) It [X] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [X] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
15.  52.222-25  AFFIRMATIVE ACTION COMPLIANCE  (APRIL 1984)

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

16.  52.222-48  EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION (AUGUST 1996)

(NOTE:  This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage.)

(a)  The following certification shall be checked:

CERTIFICATION

The offeror certifies [ ], does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b)  If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c)  Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

17.  52.223-4  RECOVERED MATERIAL CERTIFICATION  (OCTOBER 1997)

(This certification is applicable in solicitations that are for, or specify the use, of recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

18.  52.223-13  CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING  (OCTOBER 2000)

NOTE:  This certification is applicable for all solicitations for competitive contracts expected to exceed $100,000 (including all options) and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States (the "United States" includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, and any other territory or possession over which the United States has jurisdiction)

Representations and Certifications - Negotiated

ATTACHMENT C
OCTOBER, 2001
(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6007 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6007 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[X] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.


[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (S2.225-4, Buy American Act—North American Free Trade Agreement—Israel Trade Act—Balance of Payments Program Certificate, or S2.225-6, Trade Agreements Certificate) apply.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled “Buy American Act—Balance of Payments Program—Supplies” and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No.: ____________________________________________
Country of Origin: ____________________________________________
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.
20. 52.225-4 BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT–ISRAELI TRADE ACT–BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)

[Note: This provision is applicable for requirements with a value exceeding $25,000 but less than $186,000 EXCEPT for 1) foreign acquisitions or 2) acquisitions that are exempt from NAFTA and the Israeli Trade Act. (See FAR 25.401).]

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled, “Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program”) and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled, “Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program”:

NAFTA Country or Israeli End Products:
Line Item No.: ____________________________
Country of Origin: ____________________________
(List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, “Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products
Line Item No.: ____________________________
Country of Origin: ____________________________
(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (FEBRUARY 2000) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value exceeds $25,000 but is less than $50,000.]

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program”:

Canadian End Products:
Line Item No.: ____________________________
(List as necessary)

ALTERNATE II (FEBRUARY 2000) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $50,000 or more, but is less than $53,150.]

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program”:

[Note: This provision is applicable for acquisitions valued at $186,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

22. **52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)**

(a) Definitions. As used in this provision--

_Historically Black College or University_ means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

_Minority Institution_ means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a.3)).

(b) Representation. The offeror represents that it--

[ ] is ☑ is not a Historically Black College or University;

[ ] is ☑ is not a Minority Institution.

23. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:
(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
(5) Percentage or dollar rate of royalty per unit.
(6) Unit price of contract item.
(7) Number of units.
(8) Total dollar amount of royalties.

(b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

**ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)**

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:


**Note:** This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201-2(C)(5) or 9903.201-2(c)(6), respectively.

1. **Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of $500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.
(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or
cognizant Federal agency official authorized to act in that capacity (Federal official), as
applicable, and;
(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be
obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the
Federal Acquisition Regulation).

Date of Disclosure Statement: ________________________________
Name and Address of Cognizant ACO or Federal Official Where Filed: ________________________________

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

[ ] (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: __12–31–97__
Name and Address of Cognizant ACO or Federal Official Where Filed: Barbara Bennett
Office of Audit Services, Office of Inspector General, Region 7,
601 East 12th St., Box 15687, Kansas City, MO 64106–0687

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

[ ] (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates
under common control, did not receive net awards of negotiated prime contracts and subcontracts
subject to CAS totaling more than $50 million or more in the cost accounting period immediately
preceding the period in which this proposal was submitted. The offeror further certifies that if such
status changes before an award resulting from this proposal, the offeror will advise the Contracting
Officer immediately.

[ ] (4) Certificate of Interim Exemption.

The offeror hereby certifies that:

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this
subsection, in the cost accounting period immediately preceding the period in which this
offer was submitted, and
(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

Certificate of Disclosure Statement Due Date by Educational Institution.
(ALTERNATE 1 - APRIL 1996)

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903-202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

[ ] (i) A Disclosure Statement filing Due Date of _______ has been established with the cognizant Federal agency.

[ ] (ii) The Disclosure Statement will be submitted within the 6-month period ending _______ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: ____________________________________________

II. Cost Accounting Standards – Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards Clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] YES [ ] NO

Representations and Certifications - Negotiated

ATTACHMENT C

OCTOBER, 2001

76
25. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE** (DECEMBER 1994)

(Note: This certification applies only to those contracts which contain provisions for children's services. The offeror's signature on the face page of these Representations and Certifications constitutes certification by the submitting organization of its compliance with the Act.)

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

26. **CERTIFICATION OF INSTITUTIONAL POLICY ON CONFLICT OF FINANCIAL INTEREST** (OCTOBER 1995)

(Note: This certification is applicable to Research and Development (R&D) Contracts. However, this certification does not apply to SBIR-Phase I contractors.)

By submission of its offer, the offeror certifies that:

1. A written and enforced administrative process to identify and manage, reduce or eliminate conflicting financial interest with respect to all research projects for which funding is sought from the NIH is [ ], is not [ ] currently in effect.

2. Should a process not be in effect at the time of the submission of its offer, the offeror certifies that it will, no later than 30 days subsequent to submission of its offer or prior to award, whichever is earlier, notify the Contracting Officer of the establishment of a written and enforced financial conflict of interest policy.
26. 15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA

(When cost or pricing data are required in accordance with FAR 15.406-2, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate and return it when requested by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFP-05-103/VMW* are accurate, complete, and current as of April 20, 2006.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm University of Utah
Signature
Name Brent K. Brown
Title Director, Office of Sponsored Projects
Date of execution*** April 20, 2006

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)
Appendix 1
Fringe Benefits Rate Justification
MEMORANDUM

TO: To Whom It May Concern

FROM: Barbara Nielsen

DATE: July 15, 2000

RE: University of Utah Treatment of Fringe Benefits Applicable to Grants and Contracts

Fringe benefits are applicable to direct salaries and wages and are treated as direct costs.

The University of Utah uses a fringe benefit rate for estimating direct fringe benefit costs on grant applications and contract proposals. For reimbursement, the cost of each benefit is specifically identified to each employee and charged individually. The current rate for estimating purposes only is 33.0 percent of direct salaries and wages. Graduate, undergraduate and part time salaries for estimating purposes is 9.0 percent. These have been in effect since July 1, 1989. The rate includes all fringe benefits treated as direct costs. The University may, on an individual contract or grant basis, negotiate a higher estimating rate if the rate can be substantiated.

Questions related to University of Utah fringe benefit procedures may be addressed to:

Barbara Nielsen
Director of Governmental Accounting & Support Services
University of Utah
201 S. Presidents Circle Room 408
Salt Lake City, Utah 84112-9023

Telephone Number: (801) 581-5989
FAX Number: (801) 585-5257

BN/Iw

Governmental Accounting and Support Services
Mailing Address:
201 S Presidents Circle RM 408
Salt Lake City, Utah 84112-9023
Appendix 2
Staff and Other Travel Forms
**TRAVEL FORM -**  
**Staff Travel**  
*FINAL PROPOSAL REVISION*

Contract No.: NLM RFP 05-103/VMW  
Period Covered: May 1, 2006 - April 30, 2007  
Date Submitted: July 15, 2005  
Revised Date Submitted: January 3, 2006

Contractor: University of Utah

### a. Staff Travel

<table>
<thead>
<tr>
<th>Program</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th>Per Person</th>
<th># of Nights</th>
<th>Meals Per Person</th>
<th># of Days</th>
<th>Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NP</td>
<td>Wayne Peay</td>
<td>Salt Lake City, UT/ St. Louis, MO</td>
<td>Regional Advisory Board, Mtg. &amp; MCMLA Oct. 9-14, 2006</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>5</td>
<td>54</td>
<td>6</td>
<td>50</td>
<td>1,506</td>
</tr>
<tr>
<td>NP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/ St. Louis, MO</td>
<td>Regional Advisory Board, Mtg. &amp; MCMLA Oct. 9-14, 2006</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>5</td>
<td>54</td>
<td>6</td>
<td>50</td>
<td>1,506</td>
</tr>
<tr>
<td>NP</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/ St. Louis, MO</td>
<td>Regional Advisory Board, Mtg. &amp; MCMLA Oct. 9-14, 2006</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>5</td>
<td>54</td>
<td>6</td>
<td>50</td>
<td>1,506</td>
</tr>
<tr>
<td>NP</td>
<td>Network Liaison</td>
<td>Salt Lake City, UT/ St. Louis, MO</td>
<td>Regional Advisory Board, Mtg. &amp; MCMLA Oct. 9-14, 2006</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>5</td>
<td>54</td>
<td>6</td>
<td>50</td>
<td>1,506</td>
</tr>
<tr>
<td>NP</td>
<td>Wayne Peay</td>
<td>Salt Lake City, UT/ St. Louis, MO</td>
<td>MCMLA Oct. 11-13, 2006</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
<td>1,104</td>
</tr>
<tr>
<td>NP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/ St. Louis, MO</td>
<td>MCMLA Oct. 11-13, 2006</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
<td>1,104</td>
</tr>
<tr>
<td>NP</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/ St. Louis, MO</td>
<td>MCMLA Oct. 11-13, 2006</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
<td>1,104</td>
</tr>
<tr>
<td>NP</td>
<td>Network Liaison</td>
<td>Salt Lake City, UT/ St. Louis, MO</td>
<td>MCMLA Oct. 11-13, 2006</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
<td>1,104</td>
</tr>
<tr>
<td>NP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/ Denver, CO</td>
<td>Planning Meeting November 2006</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
<td>791</td>
</tr>
<tr>
<td>NP</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/ Denver, CO</td>
<td>Planning Meeting November 2006</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
<td>791</td>
</tr>
<tr>
<td>NP</td>
<td>Network Member Liaison</td>
<td>Salt Lake City, UT/ Denver, CO</td>
<td>Planning Meeting November 2006</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
<td>791</td>
</tr>
</tbody>
</table>
### Travel Form - Staff Travel

**FINAL PROPOSAL REVISION**

**Contract No.: NLM RFP 05-103/VMW**  
**Period Covered: May 1, 2006 - April 30, 2007**  
**Date Submitted: July 15, 2005**  
**Revised Date Submitted: January 3, 2006**

**Contractor: University of Utah**

#### a. Staff Travel

<table>
<thead>
<tr>
<th>Program Area</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th># of Nights</th>
<th>Meals Per Person Per Day</th>
<th># of Days</th>
<th>Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NP</td>
<td>Wayne Peay</td>
<td>Salt Lake City, UT/Phoenix, AZ</td>
<td>RML Director's Meeting &amp; MLA May 18-24, 2006</td>
<td>Air</td>
<td>250</td>
<td>150</td>
<td>5</td>
<td>47</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/Phoenix, AZ</td>
<td>RML Director's Meeting &amp; MLA May 18-24, 2006</td>
<td>Air</td>
<td>250</td>
<td>150</td>
<td>5</td>
<td>47</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/Phoenix, AZ</td>
<td>RML Director's Meeting &amp; MLA May 18-24, 2006</td>
<td>Air</td>
<td>250</td>
<td>150</td>
<td>5</td>
<td>47</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Network Liaison</td>
<td>Salt Lake City, UT/Phoenix, AZ</td>
<td>RML Director's Meeting &amp; MLA May 18-24, 2006</td>
<td>Air</td>
<td>250</td>
<td>150</td>
<td>5</td>
<td>47</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>HP</td>
<td>Wayne Peay</td>
<td>Salt Lake City, UT/Albuquerque, NM</td>
<td>Native American Outreach Meeting Date TBA</td>
<td>Air</td>
<td>275</td>
<td>150</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>HP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/Albuquerque, NM</td>
<td>Native American Outreach Meeting Date TBA</td>
<td>Air</td>
<td>275</td>
<td>150</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>TA</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/San Jose, CA</td>
<td>Professional Technology Conference</td>
<td>Air</td>
<td>350</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
</tr>
<tr>
<td>TA</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/Denver, CO</td>
<td>Videobroadcast Training</td>
<td>Air</td>
<td>$300</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>TA</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/Kirkville, MO</td>
<td>Videobroadcast Training</td>
<td>Air</td>
<td>$400</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>TA</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/Wichita, KS</td>
<td>Videobroadcast Training</td>
<td>Air</td>
<td>$300</td>
<td>150</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>TA</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/Laramie, WY</td>
<td>Wyoming Symposium</td>
<td>Auto</td>
<td>$260</td>
<td>150</td>
<td>2</td>
<td>31</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Wayne Peay</td>
<td>Salt Lake City, UT/Bethesda, MD</td>
<td>RML Directors Meeting December 2006</td>
<td>Air</td>
<td>500</td>
<td>150</td>
<td>2</td>
<td>51</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>Program Area</td>
<td>Name of Traveler</td>
<td>Departure/Destination</td>
<td>Purpose</td>
<td>Mode</td>
<td>Fare Per Person</td>
<td># of Nights</td>
<td>Meals Per Person</td>
<td># of Days</td>
<td>Other</td>
<td>TOTAL</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------</td>
<td>-----------------------</td>
<td>---------</td>
<td>------</td>
<td>----------------</td>
<td>-------------</td>
<td>-----------------</td>
<td>-----------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>NP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/</td>
<td>RML Directors Meeting-</td>
<td>Air</td>
<td>-275</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>50</td>
<td>754</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bethesda, MD</td>
<td>December 2006</td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Network-Member-</td>
<td>Salt Lake City, UT/</td>
<td>Pacific Northwest Sharing-</td>
<td>Air</td>
<td>-300</td>
<td>2</td>
<td>51</td>
<td>3</td>
<td>50</td>
<td>903</td>
</tr>
<tr>
<td></td>
<td>Liaison</td>
<td>Portland, OR</td>
<td>Conference Date-TBA</td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/</td>
<td>G2: Connect and-</td>
<td>Air</td>
<td>-300</td>
<td>2</td>
<td>51</td>
<td>3</td>
<td>50</td>
<td>903</td>
</tr>
<tr>
<td></td>
<td></td>
<td>New York, NY</td>
<td>Collaborate Sept. 2006</td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HR</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/</td>
<td>Visit Community Health-</td>
<td>Auto</td>
<td>-200</td>
<td>2</td>
<td>34</td>
<td>3</td>
<td>50</td>
<td>643</td>
</tr>
<tr>
<td></td>
<td></td>
<td>St. George, UT</td>
<td>Center (Café to Go) (Date-</td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TBA)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/</td>
<td>Visit CTCNet Center CH-</td>
<td>Auto</td>
<td>-200</td>
<td>2</td>
<td>31</td>
<td>3</td>
<td>50</td>
<td>643</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Salt Lake City, UT</td>
<td>Module Presentation (Date-</td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TBA)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/</td>
<td>Local Health Dept.</td>
<td>Auto</td>
<td>-200</td>
<td>2</td>
<td>31</td>
<td>3</td>
<td>50</td>
<td>643</td>
</tr>
<tr>
<td></td>
<td></td>
<td>St. George, UT</td>
<td></td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/</td>
<td>Local Health Dept.</td>
<td>Auto</td>
<td>200</td>
<td>3</td>
<td>31</td>
<td>4</td>
<td>50</td>
<td>824</td>
</tr>
<tr>
<td></td>
<td></td>
<td>San Juan County, UT</td>
<td></td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/</td>
<td>Local Health Dept.</td>
<td>Auto</td>
<td>-175</td>
<td>2</td>
<td>31</td>
<td>3</td>
<td>50</td>
<td>618</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Price, UT</td>
<td></td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/</td>
<td>Network Member Visit</td>
<td>Auto</td>
<td>-175</td>
<td>2</td>
<td>31</td>
<td>3</td>
<td>50</td>
<td>618</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Richfield, UT</td>
<td></td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/</td>
<td>Network Member Visit</td>
<td>Auto</td>
<td>-175</td>
<td>2</td>
<td>31</td>
<td>3</td>
<td>50</td>
<td>618</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Moab, UT</td>
<td></td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/</td>
<td>Network Member Visit</td>
<td>Auto</td>
<td>-175</td>
<td>2</td>
<td>31</td>
<td>3</td>
<td>50</td>
<td>618</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Logan, UT</td>
<td></td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/</td>
<td>Exhibit-Association of-</td>
<td>Auto</td>
<td>-175</td>
<td>1</td>
<td>31</td>
<td>2</td>
<td>50</td>
<td>322</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Park City, UT</td>
<td>Utah Community Health-</td>
<td></td>
<td>150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AUCH</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# TRAVEL FORM

**Staff Travel**

*FINAL PROPOSAL REVISION*

<table>
<thead>
<tr>
<th>Contract No.: NLM RFP 05-103/VMW</th>
<th>Period Covered: May 1, 2006 - April 30, 2007</th>
<th>Date Submitted: July 15, 2005</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor: University of Utah</td>
<td>Revised Date Submitted: January 3, 2006</td>
<td></td>
</tr>
</tbody>
</table>

## a. Staff Travel

<table>
<thead>
<tr>
<th>Program</th>
<th>Area</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th>Per Night</th>
<th># of Nights</th>
<th>Per Day</th>
<th># of Days</th>
<th>Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>EX</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Ogden, UT</td>
<td>Exhibit Utah Nurses' Association</td>
<td>Auto</td>
<td>50</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Park City, UT</td>
<td>Exhibit Utah Public Health-Association</td>
<td>Auto</td>
<td>50</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Provo, UT</td>
<td>Exhibit Rural Health-Association of Utah</td>
<td>Auto</td>
<td>50</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Park City, UT</td>
<td>Exhibit Utah Biotechnology Conference</td>
<td>Auto</td>
<td>50</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ St. George, UT</td>
<td>Exhibit Utah Library Association</td>
<td>Auto</td>
<td>200</td>
<td>150</td>
<td>3</td>
<td>31</td>
<td>4</td>
<td>50</td>
<td>824</td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Network Member Liaison</td>
<td>Salt Lake City, UT/ Las Vegas, NV</td>
<td>Nat'l Dental Assn Oct 16-19, 2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>4</td>
<td>43</td>
<td>5</td>
<td>50</td>
<td>1,065</td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Network Member Liaison</td>
<td>Salt Lake City, UT/ Salt Lake City, UT</td>
<td>Assigned National Exhibit-TBA</td>
<td>Auto</td>
<td>50</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Sharon-Dennis</td>
<td>Salt Lake City, UT/ Salt Lake City, UT</td>
<td>Assigned National Exhibit-TBA</td>
<td>Auto</td>
<td>50</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/ Washington, DC</td>
<td>Partners Steering Committee Meeting Fall 2006</td>
<td>Air</td>
<td>500</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>802</td>
<td></td>
</tr>
<tr>
<td>HP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/ Washington, DC</td>
<td>Partners Steering Committee Meeting Spring 2007</td>
<td>Air</td>
<td>500</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>802</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL Staff Travel: 19,999**
<table>
<thead>
<tr>
<th>Program Area</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th># of Nights</th>
<th>Meals Per Person</th>
<th># of Days</th>
<th>Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NP</td>
<td>Barb Jones</td>
<td>Columbia, MO/ St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. &amp; MCMLA Oct-9-14-2006</td>
<td>Auto</td>
<td>100</td>
<td>150</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Kansas Liaison</td>
<td>Kansas City, KS/ St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. &amp; MCMLA Oct-9-14-2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Thomas Gibbs</td>
<td>Kansas City, KS/ St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. &amp; MCMLA Oct-9-14-2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Siobhan-Champ-Blackwell</td>
<td>Omaha, NE/ St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. &amp; MCMLA Oct-9-14-2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Marty Magee</td>
<td>Omaha, NE/ St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. &amp; MCMLA Oct-9-14-2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Mary Henning</td>
<td>Laramie, WY/ St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. &amp; MCMLA Oct-9-14-2006</td>
<td>Air</td>
<td>600</td>
<td>150</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Dana Abbey</td>
<td>Denver, CO/ St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. &amp; MCMLA Oct-9-14-2006</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Barb Jones</td>
<td>Columbia, MO/ St. Louis, MO</td>
<td>MCMLA Oct-11-13, 2006</td>
<td>Auto</td>
<td>100</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Kansas Liaison</td>
<td>Kansas City, KS/ St. Louis, MO</td>
<td>MCMLA Oct-11-13, 2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Thomas Gibbs</td>
<td>Kansas City, KS/ St. Louis, MO</td>
<td>MCMLA Oct-11-13, 2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Siobhan-Champ-Blackwell</td>
<td>Omaha, NE/ St. Louis, MO</td>
<td>MCMLA Oct-11-13, 2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Marty Magee</td>
<td>Omaha, NE/ St. Louis, MO</td>
<td>MCMLA Oct-11-13, 2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Mary Henning</td>
<td>Laramie, WY/ St. Louis, MO</td>
<td>MCMLA Oct-11-13, 2006</td>
<td>Air</td>
<td>600</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Dana Abbey</td>
<td>Denver, CO/ St. Louis, MO</td>
<td>MCMLA Oct-11-13, 2006</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
</tr>
</tbody>
</table>
**TRAVEL FORM -**  
*Other Travel*  
*FINAL PROPOSAL REVISION*

Contract No.: NLM RFP 05-103/VMW  
Period Covered: May 1, 2006 - 2007  
Date Submitted: July 15, 2005

Contractor: University of Utah

### b. Other Travel

<table>
<thead>
<tr>
<th>Program Area</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th>Per Night</th>
<th># of Nights</th>
<th>Meals Per Person</th>
<th># of Days</th>
<th>Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NP</td>
<td>J. Bothmer</td>
<td>Omaha, NE/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>502</td>
</tr>
<tr>
<td>NP</td>
<td>K. Cole</td>
<td>Kansas City, KS/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>502</td>
</tr>
<tr>
<td>NP</td>
<td>B. Jimenez</td>
<td>Omaha, NE/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>502</td>
</tr>
<tr>
<td>NP</td>
<td>E. Galan</td>
<td>Kansas City, MO/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>502</td>
</tr>
<tr>
<td>NP</td>
<td>M. B. Warren</td>
<td>Kansas City, MO/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>502</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Denver, CO/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Air</td>
<td>350</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>652</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Grand Junction, CO/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>702</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Cheyenne, WY/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Air</td>
<td>600</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>902</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Wichita, KS/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Air</td>
<td>350</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>652</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>St. Louis, MO/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Auto</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Salt Lake City, UT/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>702</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Springfield, MO/St. Louis, MO</td>
<td>Regional Advisory Board-Mtg. Oct. 9-10, 2006</td>
<td>Air</td>
<td>350</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>652</td>
</tr>
<tr>
<td>NP</td>
<td>Betsy Kelly</td>
<td>St. Louis, MO/Denver, CO</td>
<td>Planning Meeting November 2006</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
<td>791</td>
</tr>
<tr>
<td>NP</td>
<td>Barb Jones</td>
<td>Columbia, MO/Denver, CO</td>
<td>Planning Meeting November 2006</td>
<td>Air</td>
<td>450</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
<td>941</td>
</tr>
<tr>
<td>NP</td>
<td>Kansas Liaison</td>
<td>Kansas City, KS/Denver, CO</td>
<td>Planning Meeting November 2006</td>
<td>Air</td>
<td>250</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
<td>741</td>
</tr>
<tr>
<td>NP</td>
<td>Thomas Gibbs</td>
<td>Kansas City, KS/Denver, CO</td>
<td>Planning Meeting November 2006</td>
<td>Air</td>
<td>250</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
<td>741</td>
</tr>
<tr>
<td>NP</td>
<td>Mary Henning</td>
<td>Laramie, WY/Denver, CO</td>
<td>Planning Meeting November 2006</td>
<td>Air</td>
<td>325</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
<td>846</td>
</tr>
<tr>
<td>Program Area</td>
<td>Name of Traveler</td>
<td>Departure/Destination</td>
<td>Purpose</td>
<td>Mode</td>
<td>Fare Per Person Per Night</td>
<td># of Nights</td>
<td>Meals Per Person Per Day</td>
<td># of Days</td>
<td>Other</td>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>-------------------</td>
<td>--------------------------</td>
<td>----------------------------------------------</td>
<td>-------</td>
<td>---------------------------</td>
<td>-------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>-------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Marty Magee</td>
<td>Omaha, NE/ Denver, CO</td>
<td>Planning Meeting November 2006</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
<td>791</td>
</tr>
<tr>
<td>NP</td>
<td>Siobhan Champ-Blackwell</td>
<td>Omaha, NE/ Denver, CO</td>
<td>Planning Meeting November 2006</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>2</td>
<td>47</td>
<td>3</td>
<td>50</td>
<td>791</td>
</tr>
<tr>
<td>NP</td>
<td>Mary Henning</td>
<td>Laramie, WY/ Phoenix, AZ</td>
<td>RML Director's Meeting &amp; MLA May 18-24, 2006</td>
<td>Air</td>
<td>650</td>
<td>150</td>
<td>5</td>
<td>47</td>
<td>6</td>
<td>50</td>
<td>1,732</td>
</tr>
<tr>
<td>NP</td>
<td>Barbara Jones</td>
<td>Columbia, MO/ Phoenix, AZ</td>
<td>RML Director's Meeting &amp; MLA May 18-24, 2006</td>
<td>Air</td>
<td>550</td>
<td>150</td>
<td>5</td>
<td>47</td>
<td>6</td>
<td>50</td>
<td>1,632</td>
</tr>
<tr>
<td>NP</td>
<td>Randy Johnson</td>
<td>Pinedale, WY/ Salt Lake City, UT</td>
<td>Proposal Writing Workshop</td>
<td>Auto</td>
<td>150</td>
<td>150</td>
<td>4</td>
<td>39</td>
<td>4</td>
<td>50</td>
<td>956</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>Salt Lake City, UT/ St. George, UT</td>
<td>Exhibit Utah Library Association May 11-13, 2006</td>
<td>Auto</td>
<td>200</td>
<td>150</td>
<td>2</td>
<td>31</td>
<td>3</td>
<td>50</td>
<td>643</td>
</tr>
<tr>
<td>EX</td>
<td>Dana Abbey</td>
<td>Denver, CO/ Denver, CO</td>
<td>American College of Sports Medicine May 31- June 3, 2006</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Barb Jones</td>
<td>Columbia, MO/ Denver, Co</td>
<td>American College of Sports Medicine May 31- June 3, 2006</td>
<td>Air</td>
<td>450</td>
<td>150</td>
<td>3</td>
<td>47</td>
<td>4</td>
<td>50</td>
<td>1,138</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>Denver, CO/ Denver, CO</td>
<td>American College of Sports Medicine May 31- June 3, 2006</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Siobhan Champ-Blackwell</td>
<td>Omaha, NE/ Washington, DC</td>
<td>CTCNet Jul. 27-29, 2006</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
<td>1,004</td>
</tr>
<tr>
<td>EX</td>
<td>Siobhan Champ-Blackwell</td>
<td>Omaha, NE/Seattle, WA</td>
<td>DHHS Diversity Rx Oct. 17-20, 2006</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>4</td>
<td>43</td>
<td>5</td>
<td>50</td>
<td>1,165</td>
</tr>
<tr>
<td>EX</td>
<td>Dana Abbey</td>
<td>Denver, CO/ Denver, CO</td>
<td>Academy of General Dentistry Aug. 2-6, 2006</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Marty Magee</td>
<td>Omaha, NE/ Denver, CO</td>
<td>Academy of General Dentistry Aug. 2-6, 2006</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>Denver, CO/ Denver, CO</td>
<td>Academy of General Dentistry Aug. 2-6, 2006</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Barbara Jones</td>
<td>Columbia, MO/ St. Louis, MO</td>
<td>Nat'l Rural Health Assn Oct 3-8, 2006</td>
<td>Auto</td>
<td>100</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
<td>804</td>
</tr>
</tbody>
</table>
### Other Travel

<table>
<thead>
<tr>
<th>Program Area</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th># of Nights</th>
<th>Meals Per Person Per Day</th>
<th># of Days</th>
<th>Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>EX</td>
<td>Betsy Kelly</td>
<td>St. Louis, MO/St. Louis, MO</td>
<td>Nat'l Rural Health Assn Oct 3-6, 2006</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>St. Louis, MO/St. Louis, MO</td>
<td>Nat'l Rural Health Assn Oct 3-6, 2006</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Marty Magee</td>
<td>Omaha, NE/Las Vegas, NV</td>
<td>Nat'l Dental Assn Oct 16-19, 2006</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>4</td>
<td>43</td>
<td>5</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Kansas Liaison</td>
<td>Kansas City, KS/Las Vegas, NV</td>
<td>Assigned National Exhibit TBA</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>4</td>
<td>43</td>
<td>5</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>Las Vegas, NV/Las Vegas, NV</td>
<td>Nat'l Dental Assn Oct 16-19, 2006</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Siobhan Champ- Blackwell</td>
<td>Omaha, NE/Omaha, NE</td>
<td>National Respite Conference Oct 25-27, 2006</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>HP</td>
<td>CDCynergy Trainer</td>
<td>Omaha, NE/St. Louis, MO</td>
<td>CDCynergy Training</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>2</td>
<td>51</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>HP</td>
<td>CDCynergy Trainer</td>
<td>Omaha, NE/St. Louis, MO</td>
<td>CDCynergy Training</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>2</td>
<td>51</td>
<td>3</td>
<td>50</td>
</tr>
</tbody>
</table>

**TOTAL Other Travel**: 19,958
<table>
<thead>
<tr>
<th>Contract No.: NLM RFP 05-103/VMW</th>
<th>Period Covered: May 1, 2007 - April 30, 2008</th>
<th>Date Submitted: July 15, 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor: University of Utah</td>
<td>Revised Date Submitted: January 3, 2005</td>
<td></td>
</tr>
</tbody>
</table>

### a. Staff Travel

<table>
<thead>
<tr>
<th>Program Area</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th># of Nights</th>
<th>Meals # of Days</th>
<th>Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NP</td>
<td>Wayne Peay</td>
<td>Salt Lake City, UT/ Omaha, NE</td>
<td>Regional Advisory Board Meeting &amp; MCMLA</td>
<td>Air</td>
<td>275</td>
<td>5</td>
<td>43</td>
<td>6</td>
<td>1,333</td>
</tr>
<tr>
<td>NP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/ Omaha, NE</td>
<td>Regional Advisory Board Meeting &amp; MCMLA</td>
<td>Air</td>
<td>275</td>
<td>5</td>
<td>43</td>
<td>6</td>
<td>1,333</td>
</tr>
<tr>
<td>NP</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/ Omaha, NE</td>
<td>Regional Advisory Board Meeting &amp; MCMLA</td>
<td>Air</td>
<td>275</td>
<td>5</td>
<td>43</td>
<td>6</td>
<td>1,333</td>
</tr>
<tr>
<td>NP</td>
<td>Network Member Liaison</td>
<td>Salt Lake City, UT/ Omaha, NE</td>
<td>Regional Advisory Board Meeting &amp; MCMLA</td>
<td>Air</td>
<td>275</td>
<td>5</td>
<td>43</td>
<td>6</td>
<td>1,333</td>
</tr>
<tr>
<td>NP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/ Kansas City, KS</td>
<td>RML Planning Mtg. November 2007</td>
<td>Air</td>
<td>300</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>779</td>
</tr>
<tr>
<td>NP</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/ Kansas City, KS</td>
<td>RML Planning Mtg. November 2007</td>
<td>Air</td>
<td>300</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>779</td>
</tr>
<tr>
<td>NP</td>
<td>Network Member Liaison</td>
<td>Salt Lake City, UT/ Kansas City, KS</td>
<td>RML Planning Mtg. November 2007</td>
<td>Air</td>
<td>300</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>779</td>
</tr>
<tr>
<td>NP</td>
<td>Wayne Peay</td>
<td>Salt Lake City, UT/ Philadelphia, PA</td>
<td>RML Directors Mtg. and MLA May 18-23, 2007</td>
<td>Air</td>
<td>275</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>1,381</td>
</tr>
<tr>
<td>NP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/ Philadelphia, PA</td>
<td>RML Directors Mtg. and MLA May 18-23, 2007</td>
<td>Air</td>
<td>275</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>1,381</td>
</tr>
<tr>
<td>NP</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/ Philadelphia, PA</td>
<td>RML Directors Mtg. and MLA May 18-23, 2007</td>
<td>Air</td>
<td>275</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>1,381</td>
</tr>
</tbody>
</table>
## TRAVEL FORM -
### Staff Travel

**FINAL PROPOSAL REVISION**

<table>
<thead>
<tr>
<th>Contract No.: NLM RFP 05-103/VMW</th>
<th>Period Covered: May 1, 2007 - April 30, 2008</th>
<th>Date Submitted: July 18, 2005</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor: University of Utah</td>
<td>Revised Date Submitted: January 3, 2005</td>
<td></td>
</tr>
</tbody>
</table>

### a. Staff Travel

<table>
<thead>
<tr>
<th>Program Area</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th>Days</th>
<th>Nights</th>
<th># of Meals Per Person</th>
<th># of Meals Per Day</th>
<th>Other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NP</td>
<td>Network Member Liaison</td>
<td>Salt Lake City, UT/</td>
<td>RML Directors Mtg. and MLA May 18-23, 2007</td>
<td>Air</td>
<td>275</td>
<td>6</td>
<td>5</td>
<td>6</td>
<td></td>
<td>50</td>
<td>1,381</td>
</tr>
<tr>
<td>TA</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/</td>
<td>Professional Technology</td>
<td>Air</td>
<td>350</td>
<td>4</td>
<td>3</td>
<td>5</td>
<td></td>
<td>50</td>
<td>1,054</td>
</tr>
<tr>
<td>TA</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/</td>
<td>Video Broadcast Training</td>
<td>Air</td>
<td>375</td>
<td>3</td>
<td>2</td>
<td>4</td>
<td></td>
<td>50</td>
<td>854</td>
</tr>
<tr>
<td>TA</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/</td>
<td>Video Broadcast Training</td>
<td>Air</td>
<td>400</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td></td>
<td>50</td>
<td>903</td>
</tr>
<tr>
<td>TA</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/</td>
<td>Video Broadcast Training</td>
<td>Auto</td>
<td>260</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td></td>
<td>50</td>
<td>703</td>
</tr>
<tr>
<td>TA</td>
<td>Sharon Dennis</td>
<td>Salt Lake City, UT/</td>
<td>Wyoming Symposium</td>
<td>Auto</td>
<td>260</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td></td>
<td>50</td>
<td>703</td>
</tr>
<tr>
<td>NP</td>
<td>Wayne Peay</td>
<td>Salt Lake City, UT/</td>
<td>RML Directors Mtg.</td>
<td>Air</td>
<td>250</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td></td>
<td>50</td>
<td>753</td>
</tr>
<tr>
<td>NP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/</td>
<td>RML Directors Mtg.</td>
<td>Air</td>
<td>250</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td></td>
<td>50</td>
<td>753</td>
</tr>
<tr>
<td>NP</td>
<td>Network Member Liaison</td>
<td>Salt Lake City, UT/</td>
<td>Colorado Resource Sharing</td>
<td>Air</td>
<td>300</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td></td>
<td>50</td>
<td>791</td>
</tr>
<tr>
<td>NP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT/</td>
<td>Spec. Library Assn. Meeting</td>
<td>Air</td>
<td>300</td>
<td>5</td>
<td>4</td>
<td>5</td>
<td></td>
<td>50</td>
<td>1,185</td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Salt Lake City, UT</td>
<td>CTCNet Center Advanced Training</td>
<td>Auto</td>
<td></td>
<td>50</td>
<td>5</td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Area</td>
<td>Name of Traveler</td>
<td>Departure/Destination</td>
<td>Purpose</td>
<td>Mode</td>
<td>Fare</td>
<td># of Nights</td>
<td>Meals Per Person Per Day</td>
<td># of Days</td>
<td>Other</td>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>------------------</td>
<td>-----------------------</td>
<td>-------------------------------------------------</td>
<td>------</td>
<td>------</td>
<td>-------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>-------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>HP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ St. George, UT</td>
<td>Community Health Center (Café to Go)</td>
<td>Auto</td>
<td>200  150</td>
<td>1</td>
<td>31</td>
<td>2</td>
<td>50</td>
<td>462</td>
<td></td>
</tr>
<tr>
<td>CH</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Cedar City, UT</td>
<td>CBO presentation or workshop</td>
<td>Auto</td>
<td>175  150</td>
<td>1</td>
<td>31</td>
<td>2</td>
<td>50</td>
<td>437</td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Tooele, UT</td>
<td>Public Health Department</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Cedar City, UT</td>
<td>Public Health Department</td>
<td>Auto</td>
<td>175  150</td>
<td>1</td>
<td>31</td>
<td>2</td>
<td>50</td>
<td>437</td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Green River, UT</td>
<td>Public Health Department</td>
<td>Auto</td>
<td>175  150</td>
<td>2</td>
<td>31</td>
<td>3</td>
<td>50</td>
<td>618</td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Moab, UT</td>
<td>Network Member Visit</td>
<td>Auto</td>
<td>200  150</td>
<td>3</td>
<td>31</td>
<td>4</td>
<td>50</td>
<td>824</td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Garden City, UT</td>
<td>Network Member Visit</td>
<td>Auto</td>
<td>150  150</td>
<td>2</td>
<td>31</td>
<td>3</td>
<td>50</td>
<td>593</td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ St. George, UT</td>
<td>Network Member Visit</td>
<td>Auto</td>
<td>200  150</td>
<td>2</td>
<td>31</td>
<td>3</td>
<td>50</td>
<td>643</td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Park City, UT</td>
<td>Exhibit Association for Utah Community Health (AUCH)</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Ogden, UT</td>
<td>Exhibit Utah Nurses' Association</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Park City, UT</td>
<td>Exhibit Utah Public Health Association</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT/ Ogden, UT</td>
<td>Exhibit Rural Health Association of Utah</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>Program</td>
<td>Name of Traveler</td>
<td>Departure/Destination</td>
<td>Purpose</td>
<td>Mode</td>
<td>Fare</td>
<td># of Nights</td>
<td>Meals Per Person</td>
<td># of Days</td>
<td>Other</td>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------------------</td>
<td>----------------------------</td>
<td>---------------------------------</td>
<td>-------</td>
<td>------</td>
<td>-------------</td>
<td>-----------------</td>
<td>-----------</td>
<td>-------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Utah Liaison</td>
<td>Salt Lake City, UT / Park</td>
<td>Exhibit Utah Bioterrorism</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td></td>
<td>City, UT</td>
<td>Conference</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td>Network Member Liaison</td>
<td>Salt Lake City, UT</td>
<td>Assigned National Exhibit TBA</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>EX</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT /</td>
<td>Partners Steering Committee</td>
<td>Air</td>
<td>250</td>
<td>150</td>
<td>4</td>
<td>47</td>
<td>5</td>
<td>50</td>
<td>1,135</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washington, DC</td>
<td>Meeting Fall 2007</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HP</td>
<td>Claire Hamasu</td>
<td>Salt Lake City, UT /</td>
<td>Partners Steering Committee</td>
<td>Air</td>
<td>500</td>
<td>150</td>
<td>1</td>
<td>51</td>
<td>2</td>
<td>50</td>
<td>802</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washington, DC</td>
<td>Meeting Spring 2008</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL Staff Travel:** 28,045

**TOTAL Staff and Other:** 66,336
### Other Travel

<table>
<thead>
<tr>
<th>Area</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th># of Nights</th>
<th>Meals Per Person Per Day</th>
<th># of Days</th>
<th>Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NP</td>
<td>Betsy Kelly</td>
<td>St. Louis, MO/ Omaha, NE</td>
<td>Regional Advisory Board Meeting &amp; MCMLA</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>5</td>
<td>43</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Barbara Jones</td>
<td>Columbia, MO/ Omaha, NE</td>
<td>Regional Advisory Board Meeting &amp; MCMLA</td>
<td>Air</td>
<td>450</td>
<td>150</td>
<td>5</td>
<td>43</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Laura Windsor</td>
<td>Kansas City, KS/ Omaha, NE</td>
<td>Regional Advisory Board Meeting &amp; MCMLA</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>5</td>
<td>43</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Thomas Gibbs</td>
<td>Kansas City, KS/ Omaha, NE</td>
<td>Regional Advisory Board Meeting &amp; MCMLA</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>5</td>
<td>43</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Mary Henning</td>
<td>Laramie, WY/ Omaha, NE</td>
<td>Regional Advisory Board Meeting &amp; MCMLA</td>
<td>Air</td>
<td>500</td>
<td>150</td>
<td>5</td>
<td>43</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Colorado Liaison</td>
<td>Denver, CO/ Omaha, NE</td>
<td>Regional Advisory Board Meeting &amp; MCMLA</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>5</td>
<td>43</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>R. Forsman</td>
<td>Denver, CO/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>D. Ward</td>
<td>Columbia, MO/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Air</td>
<td>450</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Grand Junction, CO/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Cheyenne, WY/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Air</td>
<td>500</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>St. Louis, MO/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>Program Area</td>
<td>Name of Traveler</td>
<td>Departure/Destination</td>
<td>Purpose</td>
<td>Mode</td>
<td>Fare</td>
<td>Per Person Per Night</td>
<td># of Nights</td>
<td>Meals Per Person Per Day</td>
<td># of Days</td>
<td>Other</td>
</tr>
<tr>
<td>--------------</td>
<td>------------------</td>
<td>-----------------------------</td>
<td>---------------------------------------</td>
<td>------</td>
<td>------</td>
<td>----------------------</td>
<td>-------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>-------</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Wichita KS/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Air</td>
<td>350</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Omaha, NE/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Auto</td>
<td>50</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Lincoln, NE/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Auto</td>
<td>50</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Springfield, MO/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Air</td>
<td>450</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Salt Lake City, UT/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Grand Junction, CO/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>TBD</td>
<td>Denver, CO/ Omaha, NE</td>
<td>Regional Advisory Board Meeting</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Betsy Kelly</td>
<td>St. Louis, MO/ Kansas City, KS</td>
<td>Planning Meeting November 2007</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Barbara Jones</td>
<td>Columbia, MO/ Kansas City, KS</td>
<td>Planning Meeting November 2007</td>
<td>Auto</td>
<td>100</td>
<td>150</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Siobhan Champ-Blackwell</td>
<td>Omaha, NE/ Kansas City, KS</td>
<td>Planning Meeting November 2007</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Marty Magee</td>
<td>Omaha, NE/ Kansas City, KS</td>
<td>Planning Meeting November 2007</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Mary Henning</td>
<td>Laramie, WY/ Kansas City, KS</td>
<td>Planning Meeting November 2007</td>
<td>Air</td>
<td>500</td>
<td>150</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Colorado Liaison</td>
<td>Denver, CO/ Kansas City, KS</td>
<td>Planning Meeting November 2007</td>
<td>Air</td>
<td>250</td>
<td>150</td>
<td>2</td>
<td>43</td>
<td>3</td>
<td>50</td>
</tr>
</tbody>
</table>
**TRAVEL FORM -**  
*Other Travel*  
*FINAL PROPOSAL REVISION*

**Contract No.: NLM RFP 05-103/VMW**  
Period Covered: May 1, 2007 - April 30, 2008  
Date Submitted: July 15, 2005

**Contractor: University of Utah**

### b. Other Travel

<table>
<thead>
<tr>
<th>Area</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th># of Nights</th>
<th>Meals Per Person</th>
<th># of Days</th>
<th>Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NP</td>
<td>Mary Henning</td>
<td>Laramie, WY/ Philadelphia, PA</td>
<td>RML Directors Mtg. and MLA May 18-23, 2007</td>
<td>Air</td>
<td>600</td>
<td>150</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Barbara Jones</td>
<td>Columbia, MO/ Philadelphia, PA</td>
<td>RML Directors Mtg. and MLA May 18-23, 2007</td>
<td>Air</td>
<td>500</td>
<td>150</td>
<td>5</td>
<td>51</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Focus Group Moderator</td>
<td>Salt Lake City, UT/ St. Louis, MO</td>
<td>Focus Group Summer 2007</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Focus Group Moderator</td>
<td>Salt Lake City, UT/ Kansas City, KS</td>
<td>Focus Group Summer 2007</td>
<td>Air</td>
<td>350</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Focus Group Moderator</td>
<td>Salt Lake City, UT/ Denver, CO</td>
<td>Focus Group Summer 2007</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Network Member</td>
<td>Salt Lake City, UT/ St. George, Ut</td>
<td>Training for Health Care Providers</td>
<td>Auto</td>
<td>200</td>
<td>150</td>
<td>1</td>
<td>31</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Pat Wagner</td>
<td>Denver, CO/ Denver, CO</td>
<td>Marketing Training</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>NP</td>
<td>Pat Wagner</td>
<td>Denver, CO/ Kansas City, KS</td>
<td>Marketing Training</td>
<td>Air</td>
<td>250</td>
<td>150</td>
<td>1</td>
<td>43</td>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>Salt Lake City, UT/ Salt Lake City, UT</td>
<td>Exhibit - ULA</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Marty Magee</td>
<td>Omaha, NE/ Las Vegas, NV</td>
<td>Assigned National Exhibit TBA</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>4</td>
<td>43</td>
<td>5</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Colorado Liaison</td>
<td>Denver, CO/ Las Vegas, NV</td>
<td>Assigned National Exhibit TBA</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>4</td>
<td>43</td>
<td>5</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>Las Vegas, NV/ Las Vegas, NV</td>
<td>Assigned National Exhibit TBA</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Barbara Jones</td>
<td>Columbia, MO/ St. Louis, MO</td>
<td>Assigned National Exhibit TBA</td>
<td>Auto</td>
<td>100</td>
<td>150</td>
<td>2</td>
<td>51</td>
<td>3</td>
<td>50</td>
</tr>
</tbody>
</table>
**TRAVEL FORM - Other Travel**

*FINAL PROPOSAL REVISION*

**Contract No.:** NLM RFP 05-103/VMW  
Period Covered: May 1, 2007 - April 30, 2008  
Date Submitted: July 15, 2005

**Contractor:** University of Utah

### b. Other Travel

<table>
<thead>
<tr>
<th>Program</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th>Per Person Per Night</th>
<th># of Nights</th>
<th>Meals Per Person Per Day</th>
<th># of Days</th>
<th>Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>EX</td>
<td>Marty Magee</td>
<td>Omaha, NE/ St. Louis, MO</td>
<td>Assigned National Exhibit TBA</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>2</td>
<td>51</td>
<td>3</td>
<td>50</td>
<td>703</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>St. Louis, MO/ St. Louis, MO</td>
<td>Assigned National Exhibit TBA</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Colorado Liaison</td>
<td>Denver, CO/ Denver, CO</td>
<td>Assigned National Exhibit TBA</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Barb Jones</td>
<td>Columbia, MO/ Denver, CO</td>
<td>Assigned National Exhibit TBA</td>
<td>Air</td>
<td>450</td>
<td>150</td>
<td>3</td>
<td>47</td>
<td>4</td>
<td>50</td>
<td>1,138</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>Denver, CO/ Denver, CO</td>
<td>Assigned National Exhibit TBA</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Laura Windsor</td>
<td>Kansas City, KS/ Salt Lake City, UT</td>
<td>Assigned National Exhibit TBA</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>3</td>
<td>39</td>
<td>4</td>
<td>50</td>
<td>956</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>Salt Lake City, UT/ Salt Lake City, UT</td>
<td>Assigned National Exhibit TBA</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Siobhan Champ-Blackwell</td>
<td>Omaha, NE/ Phoenix, AZ</td>
<td>Assigned National Exhibit TBA</td>
<td>Air</td>
<td>350</td>
<td>150</td>
<td>4</td>
<td>47</td>
<td>5</td>
<td>50</td>
<td>1,235</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>Phoenix, AZ/ Phoenix, AZ</td>
<td>Assigned National Exhibit TBA</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Laura Windsor</td>
<td>Kansas City, KS/ Las Vegas, NV</td>
<td>Assigned National Exhibit TBA</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>4</td>
<td>43</td>
<td>5</td>
<td>50</td>
<td>1,165</td>
</tr>
<tr>
<td>EX</td>
<td>Siobhan Champ-Blackwell</td>
<td>Omaha, NE/ Las Vegas, NV</td>
<td>Assigned National Exhibit TBA</td>
<td>Air</td>
<td>300</td>
<td>150</td>
<td>4</td>
<td>43</td>
<td>5</td>
<td>50</td>
<td>1,165</td>
</tr>
<tr>
<td>EX</td>
<td>Local Librarian</td>
<td>Las Vegas, NV/ Las Vegas, NV</td>
<td>Assigned National Exhibit TBA</td>
<td>Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EX</td>
<td>Siobhan Champ-Blackwell</td>
<td>Omaha, NE/ Location TBA</td>
<td>CTCNet Date TBA</td>
<td>Air</td>
<td>400</td>
<td>150</td>
<td>3</td>
<td>51</td>
<td>4</td>
<td>50</td>
<td>1,104</td>
</tr>
<tr>
<td>HP</td>
<td>CDCsynergy Trainer</td>
<td>Omaha, NE/ St. Louis, MO</td>
<td>CDCsynergy Training</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>2</td>
<td>51</td>
<td>3</td>
<td>50</td>
<td>703</td>
</tr>
</tbody>
</table>
TRAVEL FORM -
Other Travel
*FINAL PROPOSAL REVISION*

Contract No.: NLM RFP 05-103/VMW  Period Covered: May 1, 2007 - April 30, 2008  Date Submitted: July 15, 2005
Contractor: University of Utah

### b. Other Travel

<table>
<thead>
<tr>
<th>Program Area</th>
<th>Name of Traveler</th>
<th>Departure/Destination</th>
<th>Purpose</th>
<th>Mode</th>
<th>Fare</th>
<th>Hotel Per Person Per Night</th>
<th>Meals Per Person Per Day</th>
<th># of Nights</th>
<th># of Days</th>
<th>Other</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>HP</td>
<td>CDCynergy Trainer</td>
<td>Omaha, NE/ St. Louis, MO</td>
<td>CDCynergy Training</td>
<td>Air</td>
<td>200</td>
<td>150</td>
<td>51</td>
<td>2</td>
<td>3</td>
<td>50</td>
<td>703</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL Other Travel: 38,291**
Appendix 3
J Randal Johnson, Ph.D. Resume and Letter of Commitment
J. RANDAL JOHNSON, Ph.D.

Office: P.O. Box 410  
Pinedale, WY  82941-0410  
(307) 360-7408  
jrjconsult@msn.com

Current Position:  CEO JRJ Consulting Services, Inc.  
                  Director, Sublette Co. Rural Health Care District

Education/Training

Post-doctoral Fellow, 1991-92  
  Case Western Reserve University, Cleveland, OH; Sociology/Elderly Care  
  Research Center
Ph.D.  1991 University of Washington, Seattle, WA; Sociology
M.S.  1987 Brigham Young University, Provo, UT; Sociology
B.A.  1985 Brigham Young University, Provo, UT; Child Development and Family  
      Relations

References Available upon Request

Knowledge and Skills

Speak, read, write continental and Quebecois French.

Administrative:  practice effective management and program administration  
principles; understand program planning and evaluation process; understand basic  
public health principles; good budget construction and tracking skills; understand  
research methods and use of data; principles of organizational function and  
relationships; excellent interpersonal/interagency collaboration skills; ability to  
coordinate diverse panels of individuals.

(grantwriting/training); excellent proposal writing skills; developed a grantwriting  
training program designed to introduce novice proposal writers to the principles of  
grantsmanship; ability to facilitate review process, experience serving on  
evaluation committees.

Entrepreneurial:  Past consultant to Utah AHEC Program for development and  
implementation of new AHEC centers (strong public relations skills); sole  
proprietor of RavensWing Productions (outdoor and wildlife photography  
services) strong marketing and networking skills; past joint proprietor of TriCon  
Consulting (computer training and grant proposal writing services company).
Public Speaking/Public Service: 10 peer-reviewed papers presented at national or regional academic conferences; community and campus leadership experience; served as Gubernatorial Appointee to the Utah Youth Parole Authority; served as Gubernatorial Appointee to the Utah Telehealth Commission; served on the Utah Tobacco Strategic Planning Committee; staff support to UDOH Operations Committee; staff support to Utah Indian Health Advisory Board.

Research: Strong analytic skills; ability to synthesize research and data to inform program implementation and evaluation; research methodological design and implementation skills; consultant to graduate students re: research design and statistical analyses; 1993 Faculty Research Fellowship, Case Western Reserve University (CWRU); 1992 NIA Summer Institute in Research on Aging Fellowship; 1991 Post-doctoral Research Fellowship, CWRU; 1990 Pre-doctoral Training Fellowship, Dept. of Veterans Affairs, Seattle, WA. (please see Sponsored Research and Publications sections below)

Teaching: 15 years experience teaching lower and upper division undergraduate courses; 1994 CWRU Undergraduate Teaching Excellence Award; experience teaching graduate-level courses; experience teaching via distance-learning technology. (please see Teaching Experience section below)

Professional Experience

2005 Director, Sublette County Rural Health Care District
2001-present CEO, JRJ Consulting, Inc. grantwriting/training consultation.
2002 Member, UDOH Tobacco Strategic Planning Committee
2000-2002 Gubernatorial Appointee--Utah Telehealth Commission
2000-2002 Board Member/Committee Chair, Rural Health Assn. Of Utah
1999-2002 Adjunct Assistant Professor, College of Eastern Utah
1998-2002 Director, Eastern Utah Area Health Education Center
1995-1996 Primary Care/Rural Health Coordinator, Bureau of Primary Care and Rural Health Systems, Utah Department of Health.
1994-96  Gubernatorial Appointee--Youth Parole Authority, Utah Division of Youth Corrections.

1994-1998  Adjunct Research Assistant Professor of Gerontology University Gerontology Center, University of Utah.

1994-1998  Adjunct Instructor, Department of Behavioral Science, Utah Valley State College.

1992-94  Adjunct Assistant Professor of Sociology, Department of Sociology, Case Western Reserve University.

1992-94  Faculty Research Fellow, Pepper OAIC, Division of Geriatric Medicine, CWRU School of Medicine, Cleveland, OH.

1992-95  Research Associate, Geriatric CARE Center, Fairhill Institute For the Elderly (FIFE).

1991-94  Research Associate, Elderly Care Research Center (ECRC), Dept. of Sociology, CWRU.

1991-92  Post-doctoral Research Fellow, ECRC, CWRU.

**Related Experience**

2004  “Grantwriting for $ucce$$” joint grantwriting training courses for NN/LM Regional Library, University of Utah


Invited to review proposals for Tobacco Prevention Community Agency Grant Apps.

1998-2000  Invitee to local Health Services Task Forces (TF): Gaps in Service TF; Consumer Education TF; Confidentiality TF; Emergency Medical Services TF.

1999-2000  Board Member: New Heights Community Center (Four Corners Mental Health)

**Areas of Academic Specialization**

102
Sociology of Aging/Social Gerontology, Marriage and the Family, Quantitative Methodology, Social Psychology, Health Services Research

Teaching Experience

Introduction to Grantwriting: How to Write a Successful Grant Proposal. Eastern Utah Area Health Education Program.

Utah State University Extension, Price, UT Campus, Spring, 2000
Introduction to Gerontology

College of Eastern Utah, Price, UT Fall, 2001
Social Psychology, EDNET course.

Utah Valley State College, Orem, UT Fall, 1994–1997
Courses taught: Introduction to Sociology; Marriage, and the Family; Introduction to Gerontology; Introduction to Social Problems.

Case Western Reserve University, Cleveland, OH Fall, 1991 -- Spr., 1994
Courses taught: Introduction to Sociology; Courtship, Marriage, and the Family; Understanding Society: A Sociological look at the 1960s

University of Washington, Seattle, WA 1987 - 1989

Brigham Young University, Provo, UT 1987
Course taught: Introduction to Social Problems.

Departmental Service

Chair, Curriculum Committee, Department of Sociology, Case Western Reserve University (1992-94).
Undergraduate Advisor, Department of Sociology, Case Western Reserve University (1992).
Faculty Liaison, Graduate Student Assn., Department of Sociology, University of Washington (1988).
Member, Development Committee, Department of Sociology, University of Washington, (1987).
Professional/University Service

Past Member, Local Arrangements Committee, Association for Gerontology in Higher Education Annual Meetings, Cleveland, OH.
Past Member, Local Arrangements Committee, National Council on Family Relations, Seattle, WA.
Past Senator, Graduate and Professional Student Senate, University of Washington.
Past Member, Executive Board, Utah Sociological Association.

Significant Grant Proposals Authored or Co-authored:

Central Valley Medical Center Network Grant (Sept, 2002) A proposal to the Office of Rural Health for a network grant to consolidate and expand services within the Rural Health Management Corporation, through Central Valley Medical Center, Nephi, UT. (TDC $638,407)

Eastern Utah Youth Enrichment Activities Program. Apr, 2002 A small grant to the Greenwood Foundation fund activities to expose area youth to health occupations. (TDC $11,000)

UTAH Area Health Education Center Basic/Core Program-Competitive Continuation Grant. Jan, 2002. The statewide federal grant proposal to continue the AHEC program in Utah. I was the team lead that authored the proposal. Renewal has been approved by HRSA. (TDC $4,350,892)

Summer Academy in Health Careers. March, 2001. A joint proposal with College Of Eastern Utah targeting minority and low-income high school students to expose them to education and career opportunities in healthcare. (TDC $509,990)

Developing Reservation-Based Efforts to Address Morbidity and Mortality (DREAMM). Ute Indian Tribe, P.I. A 3-year grant from the Office of Rural Health Policy Outreach Program to bring health fairs to each of the eight tribes in Utah. I was part of a 4-person team to author the proposal. Period 09-1996 through 08-2000. (TDC $438,000)

Factors Associated with Negative Interactions Between Caregivers and Care-receivers.
Principal Investigator: J.R. Johnson, Ph.D. A pilot research project sponsored by the Teaching Nursing Home Project (NIA 5PO1-AG04391) in the School of Medicine at CWRU, funded by the National Institute on Aging for the period 11/1/92 to 8/31/93. (TDC $4,935)

Adaptation to Frailty among Dispersed Elderly. NIA MERIT Award.
Principal Investigator: Eva Kahana, Ph.D.
Co-Investigators: B. Kahana, Ph.D., K. Kercher, Ph.D., K. Stange, M.D., Ph.D., & J.R.
Johnson, Ph.D. This is an extension of a MERIT Award funded by the National Institute on Aging, 1994-1999. (TDC $636,459)

A Family Intervention to Enhance Treatment of Elderly Alcoholic Women. Principal Investigator: James W. Campbell, M.D. Co-P.I.: J. Randal Johnson, Ph.D. Pepper OAIC Pilot Project, funded by NIA. This pilot study is designed to: 1) test the efficacy of a family intervention, patterned after the Johnson Institute Model, on the retention rates of elderly female alcoholics in treatment, and 2) lay the groundwork for a research network to study alcoholism among the elderly. (TDC $5,437)

Processes and Outcomes of the ACE Unit's 'Prehab Program of Patient-Centered Care' for Primary Informal Caregivers. Principal Investigator: Julia Rose, Ph.D. Co-investigator: J. Randal Johnson, Ph.D. Submitted to CWRU Pepper Older Americans Independence Center Pilot and Feasibility Study Program, Funded by the National Institute on Aging. This is a supplemental pilot project attached to the ACE Unit Intervention Study at University Hospitals, funded by NIA, that assess the impact of the ACE Unit intervention on primary informal caregivers of elderly hospitalized patients. (TDC $15,177)

Publications
J. Randal Johnson and Susan C. Hedrick (in press; J. of Clinical Geropsychology)
"The Effects of Social Networks and Social Support on Psychological Distress in an Aging Veteran Population."

A. Nauta, J.D. Brooks, J.R. Johnson, E. Kahana, & B. Kahana (in press; J. of Clinical Geropsychology)
"Egocentric and Nongeocentric Life Events: Effects on the Health and Subjective Well-Being of the Aged"

J. Randal Johnson, 1996.

"Developmental Challenges and Family Caregiving: Bridging Concepts and Research."
Chapter 1 in Family Caregiving Across the Lifespan, E. Kahana, D. Biegel, and M. Wykle (Eds.), Newbury Park, CA.: Sage.


Papers Presented at Professional Meetings (Peer Reviewed)


J.R. Johnson

J.R. Johnson

S. Hedrick, J.R. Johnson, T. Inui, & P. Diehr.
"Factors Associated with Participation in a Randomized Clinical Trial of Adult Day Health Care." Paper presented at the Health Promotion in Older Adults Conference, Seattle, WA, November, 1989.

Honors/Awards

1993 Teacher of the Year, Case Western Reserve University, Cleveland, OH.
1987 Phi Kappa Phi Academic Honor Society.
1987 Alpha Kappa Delta, National Sociology Honorary.
1985 President's Special Service Award, Brigham Young University, Provo, UT.

Research Consultation

2001-present JRJ Consulting Services, Inc. A Utah Corporation, specializing in grantwriting, grants reviewing, funding searches, grantwriting training.

1993 TriCon Consulting Services, Cleveland, OH. I served as Research Associate to TriCon Consulting, a multi-service consulting agency which specialized primarily in computer applications training.

1992 Tabac & Associates, Inc. Cleveland, OH. Tabac & Associates, Inc. is a survey research firm. Consulted on questionnaire construction, sample selection, data collection, data analysis, wrote reports, and reported findings to clients, in relation to consumer satisfaction research projects.
6/29/2005

Claire Hamasu, Associate Director  
NN/LM MidContinental Region  
University of Utah Eccles Health Sciences Library  
10 North 1900 East Bldg 589  
Salt Lake City UT 84112-5890

Dear Claire:

Please accept this letter of commitment regarding the grantwriting workshops that you will be conducting over the next grant period.

I am very pleased to be working with you and the RML again. I feel like our experiences last go-round were very productive, and I am quite interested to be consultant to the NN/LM.

I am in an excellent position to dedicate time and energy to the project. With sufficient notice, I can schedule up to 6 days' didactic and practical instruction, plus prep and travel time. I will teach grantwriting workshops, specifically designed for students with very little to no proposal-writing experience. I can conduct the sessions via interactive video, as well as on-site presentations.

I have developed a training program that is proprietary to my consulting business, JRJ Consulting Services, Inc., and will confine any and all written or presentation materials to that program. As a result, I anticipate no copyright, patent or publication issues arising.
I am, once again, very excited to work with you and your staff. It's a pleasure to work with professionals who understand the importance of this type of work.

Respectfully,

J. Randal Johnson, Ph.D.
JRJ Consulting Services, Inc.
PO Box 410
Pinedale, WY 82941-0410

Ph: 801/885-6810 (c)
Appendix 4
Pat Wagner Resume and Letter of Commitment
Recent Work History

Co-owner of research and training company with husband Leif Smith.

Regis University, Denver, CO. 1996-1999. Adjunct instructor in Master's of Community Leadership class; taught seminars in leadership, conflict management, communication, and community building for leaders in faith-based organizations.


Books


Education

Loretto Heights College, Denver, Colorado. 1977-1978. BA in Liberal Arts, with concentrations in print communication and performance.


Pat Wagner and her husband Leif Smith own Pattern Research, Inc., a 30-year-old research and training business in Denver. Pat has been working with libraries, universities, schools and local government as a trainer and consultant since 1978.

Currently, Pat is a presenter for several library training organizations, including Infopeople (California), SOLINET (SE United States) and NELINET (New England). She is a LAMA/ALA Regional Institute trainer and conducts CE programs for the Medical Library Association, as well as contributing to the Dynix Web Seminar Institute (dynix.com). She is a frequent presenter at state and national library conferences, including ALA, MLA, SLA, ACRL, AALL and ARMA. She also has contributed articles to state and national library publications, most recently in *Virginia Libraries*, the Business and Finance division newsletter of the Special Library Association, and The *Gale Business Community Newsletter*.

From small rural one-person libraries to large urban systems, from Alaska to Florida and across the spectrum of library types, Pat has worked with diverse institutions, issues and individuals. She is known for down-to-earth, practical and entertaining programs that focus on real library issues. She works with her clients to design programs that meet the needs of each customer and provides personalized service. In 2004, she worked with library and library organizations in 30 states.

In addition to her work with libraries, she also consults with library boards, foundations, Friends groups, and national, state and regional library organizations.

Current programs are listed at the Pattern Research, Inc. web site at www.pattern.com, including a history of recent medical and special library clients and lists of topics.

Recent and upcoming medical library clients (2005) include:

* Medical Library Association annual conference, San Antonio, TX
* Oregon Health Sciences Library Association, Salem, Oregon, July 2005
* North Atlantic Health Sciences Libraries, Inc. annual conference, Providence, Rhode Island - September 2005
* Mid-Atlantic Chapter of the Medical Library Association, Charlottesville, VA - October 2005
* South Central Chaper of the Medical Library Association, Puerto Rico - October 2005
Pattern Research, Inc.
Tools for Explorers Since 1975
Leif Smith and Pat Wagner, PO Box 9100, Denver CO 80209-0100
303-778-0880; fax: 303-722-2680; pat@pattern.com; www.pattern.com

Claire Hamasu, Associate Director
NN/LM MidContinental Region
University of Utah Eccles Health Sciences Library
10 North 1900 East Bldg 589
Salt Lake City UT 84112-5890

June 29, 2005

Letter of Commitment for Mid-Continental Training and Consulting

This is to confirm that I will be available in 2006 (or after) for training and consulting on personnel, management, leadership, planning and marketing issues, most probably a 1/2 day, one-day or two-day MLA CE program on marketing for medical library personnel. As per my CV, I have worked with libraries since 1978 and am a CE trainer for MLA with five currently approved topics: leadership, marketing, coaching, change and project management. I have presented for a number of state MLA affiliates and regional chapters, literally coast-to-coast as well consulting for many individual medical, special, government, academic, public and school libraries on these topics. I am happy to provide extensive current references. Last year I worked with libraries and library organizations in 30 states.

I will communicate with the appropriate representatives as to make time for the program(s) and support promoting the program to other chapters and affiliates as well. I am available before, during and after the program for the organizers and participants to discuss logistics and content at no charge. As is our custom, we work within the budget of the region to provide affordable training programs; we charge for the day of training and the travel only. It is the region’s responsibility to make the handouts from our master. Our materials are original and we make them copyright-free with no restrictions in order to encourage sharing information outside the classes.

Thank you,
Pat Wagner
Appendix 5
Elaine Graham, MLS Resume and Letter of Commitment
ELAINE GRAHAM, M.L.S.  
1186 SW 2nd Avenue  
Oak Harbor, Washington 98277-5313  
Phone: 360-679-8656  Email: elaine-graham@earthlink.net

EDUCATION

M.L.S. (Library Science), 1976; B.A. (French), 1973; University of California, Los Angeles

EXPERIENCE

Independent Consulting Librarian, Sept. 2003 – Present  
Oak Harbor, Washington

Provide library and information services on a consulting basis. Corporate technical reference library: performed collection and database needs analysis; created requirements documentation for an Access database; established policies and procedures for document analysis, data collection, and database entry; developed a system for shelf organization of print documents, and trained library clerical staff. Cooperative library network program assessment and evaluation: Analyzed survey data and focus group interview data gathered from academic health science library and hospital library regional network members; wrote reports profiling library staffing, services and resources, outreach programs, and respondents’ assessments of regional network services.

Pacific Southwest Regional Medical Library, at the Louise M. Darling Biomedical Library  
University of California, Los Angeles

Associate Director, Feb. 2000 – June 2003  
Manage health library network and information outreach services for the Pacific Southwest Region of the National Network of Libraries of Medicine (NN/LM), under contract with the U.S. National Library of Medicine. (The mission of the NN/LM program is to advance the progress of medicine and improve the public health by providing equal access to biomedical information to health professionals and by improving the public’s access to health information.) Facilitate resource sharing, cooperative projects, and training and development among a network of over 600 members providing health information services, including hospital, academic, and public libraries. Conduct outreach programs in partnership with network libraries and other organizations in the region; refer health professionals and consumers who are seeking sources of reliable health information to local libraries. Exhibit web-based information resources at conferences, teach classes in health information access, and demonstrate NLM databases and resources, including PubMed/MEDLINE, MEDLINEplus, ClinicalTrials.gov, and the NLM Gateway. As operating head, plan and evaluate services; communicate with the National Library of Medicine and regional groups; prepare technical and business proposals, program objectives, annual budgets, and progress reports. Serve on the Biomedical Library’s Executive Committee; supervise 7.5 FTE.
EXPERIENCE (continued)

Longview Community College Library, Lee’s Summit, Missouri

Provided reference and instructional services to students, faculty, and staff. Answered informational questions and advised on appropriate print and electronic information resources. Assisted users in formulating successful search strategies and evaluating results in online and CD-ROM databases, including the KACEY online catalog (Kansas City Library Consortium), OCLC First Search, EBSCOhost Masterfile, and ProQuest Direct. Provided guidance on Internet Web search engines and site selection and evaluation. Developed and presented bibliographic instruction. Maintained pathfinders and selected bibliographies. Coordinated reference collection development in the humanities.

SilverPlatter Information, Inc., Norwood, Massachusetts
Information Resources Group, Pasadena, California (subsidiary), 1993 – 1997

Product Manager, Feb. 1996 – July 1997 (Based in Missouri.)
Directed product development, marketing, and partner relations for student and library-oriented publications within the RNdex™ family of CD-ROM and Internet information products in nursing. At professional conferences and educational meetings nationwide, taught effective use of RNdex products and the WinSPIRST™ and WebSPIRST™ search interfaces. Planned direct mail, advertising, and conference exhibit activities. Coordinated design and creation of promotional materials. Prepared print and on screen user documentation. Provided backup to user support staff. Coordinated contractor fulfillment services. Consultant to main office staff on marketing, management, and technical issues related to the entire product line.

As IRG Publishing Director, led a team of editorial, production, information systems, and office support personnel in creating and publishing the RNdex CD-ROM and Internet databases. Coordinated processes, communications, and schedules among staff responsible for content creation and editing; product planning and design; database production, maintenance and publishing; and technical and administrative support. Developed strategic partnerships with other publishers and professional associations, including the American Journal of Nursing Co. and the National Student Nurses Association. Responsible for planning, operations, finance, and communications with corporate offices and division marketing. Upon incorporation of the division in August 1995, served as IRG General Manager with expanded responsibility for marketing. Supervised 15-18 employees.

Medical Editor, June 1993 – Sept. 1994
EXPERIENCE (continued)

Boeing Defense & Space Group, Proposal Resources Organization

Using Information Dimensions’ BASIS document management software, developed and maintained online databases, including the online catalog of proposal documents. Prepared user manuals and trained proposal development personnel in use of information resources. Analyzed and documented organizational computing requirements. Worked with computer systems personnel to investigate software alternatives to meet information management needs. Conducted research and provided technical writing support for new business proposals. Prepared position papers and public relations materials, including newsletter articles, brochures, and displays.

Collected, analyzed, and disseminated information on acquisition policies of government procurement agencies. Researched and analyzed company proposal documents, government publications, in-house databases, and external reference sources. Answered questions relating to proposal development from management, technical, and proposal personnel. Monitored trends affecting the proposal preparation process and alerted proposal writers and managers to changes in federal policy.

Pacific Southwest Regional Medical Library Service (PSRMLS)
Louise M. Darling Biomedical Library, University of California, Los Angeles, 1981 – 1989

Managed the Library’s contract with the U.S. National Library of Medicine (NLM) to organize and provide services to a cooperative network of over 500 health sciences libraries. Assessed information needs, planned network services, and evaluated programs. Maintained communications with NLM, network participants throughout the four-state region, and other library and university agencies. Led a team of professional, technical, and support staff to implement network programs, including introduction of information technologies, cooperative projects, library development, online database search training, and research projects. Wrote proposals and negotiated multi-year, multi-million-dollar contract. Planned budget and monitored expenditures for the PSRMLS program. Prepared statistical and narrative reports for distribution to network libraries and NLM. Coordinated health professional, resource library, and network member advisory committees. Served on the Biomedical Library’s Executive Committee. Supervised 8 employees.

Conducted training of library personnel to improve the scope and quality of library. Prepared instructional materials for workshops. Designed and taught seminars for librarians on consulting and basic library skills training. Implemented DOCLINE, the National Library of Medicine’s electronic system for automatic routing and referral of interlibrary loan requests. Developed fact sheets and brochures. Worked with regional resource libraries to serve the needs of unaffiliated health professionals. Established a clearinghouse of hospital library consultants. Provided telephone and on-site consultation to health sciences libraries on topics such as JCAHO accreditation, resource sharing, library automation, and space planning.
EXPERIENCE (continued)

Provided library development services throughout the four-state PSRMLS region. Prepared
publications, produced instructional materials, and conducted workshops on the organization and
management of libraries. Provided on-site and telephone consultation to hospitals and other
health-related institutions seeking to initiate or improve library services. Assisted grant
applicants submitting proposals to the National Library of Medicine. Worked with library groups
to encourage resource-sharing projects. Evaluated PSRMLS programs. Edited the bimonthly
newsletter and prepared public relations materials. Evaluated and disseminated information on
library applications of technology. Supervised one employee.

Kaiser Permanente Medical Center, Health Science Library
Panorama City, California, 1976 – 1981

Medical Librarian, Sept. 1979 – Nov. 1981
Managed library services to meet the information needs of a variety of health professionals.
Provided reference services, including online bibliographic searching of MEDLINE® and other
databases. Presented library user orientation and instruction. Worked with the library committee
and other medical center staff to develop a collection reflecting the patient care, education, and
research-related interests of library users. Joined with other regional Kaiser Permanente Libraries
to create a shared online catalog, plan cooperative serials acquisitions, and automate serials
processing. Prepared the library budget, monitored expenditures, and prepared narrative and
statistical reports. Served on the outpatient clinic’s Quality Assurance Committee. Managed staff
support for continuing education and research programs. Supervised 5 employees.

Assistant Medical Librarian, Nov. 1976 – Sept. 1979
Provided reference services, including online database searching. Assisted with selection and
acquisition of library materials. Cataloged new acquisitions and revised the subject catalog to
provide consistent subject access. Coordinated audiovisual services. Processed difficult
interlibrary loan requests.

CONSULTING PROJECTS

Medical Library Consultant, Al Hada Hospital and Rehabilitation Center, Taif, Saudi Arabia, and Armed
Forces Hospital, King Abdulaziz Airbase, Dharan, Saudi Arabia, January-February 1984

Consultant, Thesaurus Revision project of the Cumulative Index to Nursing and Allied Health Literature,
Glendale Adventist Medical Center, Glendale, California, 1982-1983

MEMBERSHIPS

Medical Library Association; Pacific Northwest Chapter/MLA
Pacific Northwest Library Association
Friends of the Oak Harbor Library
PUBLICATIONS


Fishel, Carolyn; Graham, Elaine; and others. 1983 CINAHL Transition Guide. Glendale, Calif.: Cumulative Index to Nursing and Allied Health Literature, 1983.

June 20, 2005

Claire Hamasu, Associate Director
NN/LM MidContinental Region
University of Utah Eccles Health Sciences Library
10 North 1900 East Bldg 589
Salt Lake City UT 84112-5890

Dear Claire:

This letter indicates my willingness to serve as your consultant to prepare evaluation reports in the upcoming NN/LM MidContinental Region contract (2006-2011). I have the required expertise, including familiarity with previous evaluation done in the region, and extensive experience with the NN/LM program.

I am available to the project as needed during the upcoming contract period, and I anticipate spending approximately 70 hours on each of the 3 evaluation reports projected. As for rights to publications and patents, I agree that you should retain the publication rights, with acknowledgement of me as an author.

I look forward to this opportunity.

Sincerely,

Elaine Graham
Appendix 6
Facilities and Administration Cost Rate Agreement
COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN #: 1876000525A1

INSTITUTION:
University of Utah
201 South Presidents Circle
Room 408
Salt Lake City UT 84112-9023

DATE: September 6, 2001
FILING REF.: The preceding Agreement was dated January 28, 1997

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: FACILITIES AND ADMINISTRATIVE COST RATES*

RATE TYPES: FIXED FINAL PROV.(PROVISIONAL) PRED.(PREDETERMINED)

<table>
<thead>
<tr>
<th>TYPE</th>
<th>EFFECTIVE PERIOD</th>
<th>RATE(%)</th>
<th>LOCATIONS</th>
<th>APPLICABLE TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRED.</td>
<td>07/01/03 06/30/06</td>
<td>49.5</td>
<td>On-Campus</td>
<td>Organized Research</td>
</tr>
<tr>
<td>PRED.</td>
<td>07/01/03 06/30/06</td>
<td>25.0</td>
<td>Off-Campus</td>
<td>Organized Research</td>
</tr>
<tr>
<td>PRED.</td>
<td>07/01/03 06/30/06</td>
<td>34.1</td>
<td>On-Campus</td>
<td>Instruction</td>
</tr>
<tr>
<td>PRED.</td>
<td>07/01/03 06/30/06</td>
<td>26.0</td>
<td>Off-Campus</td>
<td>Instruction</td>
</tr>
<tr>
<td>PRED.</td>
<td>07/01/03 06/30/06</td>
<td>27.5</td>
<td>On-Campus</td>
<td>Other Spons Act</td>
</tr>
<tr>
<td>PRED.</td>
<td>07/01/03 06/30/06</td>
<td>19.4</td>
<td>Off-Campus</td>
<td>Other Spons Act</td>
</tr>
<tr>
<td>PROV.</td>
<td>07/01/06 UNTIL AMENDED</td>
<td>Use same rates and conditions as those cited for fiscal year ending June 30, 2006.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*BASE:
Modified total direct costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first $25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of $25,000.
SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:
This organization charges the actual cost of each fringe benefit direct to Federal projects. However, it uses a fringe benefit rate which is applied to salaries and wages in budgeting fringe benefit costs under project proposals. The fringe benefits listed below are treated as direct costs.

TREATMENT OF PAID ABSENCES:
Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims for the costs of these paid absences are not made.

DEFINITION OF EQUIPMENT
Equipment is defined as tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

DEFINITION OF ON/OFF CAMPUS
The On-Campus rate includes activities conducted at:

1. University of Utah owned facilities.
2. Rental facilities in Research Park.
3. Facilities at Old St. Mark's Hospital.
4. Medical Center also known as the Stangl Building.

The Off-Campus activities are defined as activities not listed above as on-campus or any activity conducted at a field location for a period of longer than 120 days. The distinction between on and off campus activities will be made in accordance with the proposal and based on actual costs incurred at the selected locations (on and off campus).

The 120 days off-campus definition does not apply to welfare training conducted by the University for the State of Utah. On-Campus course preparation and actual off-campus costs of instruction will be separately identified. The on-campus costs of instruction will be separately identified. The on-campus instruction rate will only be applied to the on-campus costs. The off-campus rate should be applied to the off-campus costs exclusive of facility rental costs regardless of who pays these costs.

The following fringe benefits are treated as direct costs:
FICA, WORKERS COMPENSATION, UNEMPLOYMENT, L-T DISABILITY, HEALTH/DENTAL/LIFE INSURANCE, AND STATE/TIAA RETIREMENT.
INSTITUTION:
University of Utah

AGREEMENT DATE: September 6, 2001

SECTION III: GENERAL

A. LIMITATIONS:
The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions:
(1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:
This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:
If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:
The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-21 Circular, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

BY THE INSTITUTION:
University of Utah

(INSTITUTION)

Arnold B. Combe

(SIGNATURE)

Arnold B. Combe

(NAME)

Vice President for Administrative Services

(TITLE)

September 19, 2001

(DATE)

BY THE COGNIZANT AGENCY
ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

(SIGNATURE)

David S. Low

(NAME)

DIRECTOR, DIVISION OF COST ALLOCATION

(TITLE)

September 6, 2001

(DATE) 1103

HHS REPRESENTATIVE: Robert S. Klein
Telephone: (415) 437-7820
<table>
<thead>
<tr>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Governmental Accounting &amp; Support Services</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

**Table:**

<table>
<thead>
<tr>
<th>Library</th>
<th>Admin Components</th>
<th>Sponsored Proposal Admin</th>
<th>Other Sponsored Activities</th>
<th>Organized Research</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus</td>
<td>OFP</td>
<td>Campus</td>
<td>OFP</td>
<td>Campus</td>
</tr>
<tr>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
</tr>
<tr>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>0.50</td>
<td>0.50</td>
<td>0.50</td>
<td>0.50</td>
<td>0.50</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1.50</td>
<td>1.50</td>
<td>1.50</td>
<td>1.50</td>
<td>1.50</td>
</tr>
<tr>
<td>0.50</td>
<td>0.50</td>
<td>0.50</td>
<td>0.50</td>
<td>0.50</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**TOTAL:**

<table>
<thead>
<tr>
<th>Library</th>
<th>Admin Components</th>
<th>Sponsored Proposal Admin</th>
<th>Other Sponsored Activities</th>
<th>Organized Research</th>
</tr>
</thead>
<tbody>
<tr>
<td>120</td>
<td>270</td>
<td>260</td>
<td>220</td>
<td>250</td>
</tr>
<tr>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
</tr>
<tr>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
</tr>
<tr>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
</tr>
<tr>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
</tr>
<tr>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
</tr>
<tr>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
</tr>
<tr>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
<td>1160</td>
</tr>
</tbody>
</table>

**Notes:**

- July 1, 2003 through June 30, 2006
- Predetermined Indirect Cost Rates for the Period
- University of Utah
Appendix 7
Utah/Network Member Liaison Job Announcement
Utah/Network Member Liaison
National Network of Libraries of Medicine MidContinental Region (NN/LM MCR)

The NN/LM MidContinental Region (MCR) is under contract with the National Library of Medicine “to advance the progress of medicine and improve the public health”. The NN/LM MCR is headquartered at the MidContinental Regional Medical Library based at the University of Utah’s Spencer S. Eccles Health Sciences Library in Salt Lake City, Utah. This position plays a leadership role in delivering services to health sciences libraries in the region. This position collaborates with library staff and other organizations in providing outreach to the state of Utah. The NN/LM MCR has subcontracted responsibilities to Resource Libraries in the region. These responsibilities are carried out by liaisons. The Utah/Network Member Liaison will work closely with each of the liaisons to achieve RML goals. The Utah/Network Member Liaison reports to the NN/LM MCR Associate Director. This is an excellent position for a librarian who wants to have broad impact and thrives on challenges.

Responsibilities

• Manage Network membership for the region
• Coordinate regional services for Network members who are in health sciences libraries
• Serves as regional coordinator for document delivery
• Coordinate regional licensing efforts for electronic resources
• Oversee publication of MCR newsletter for Network members
• Collaborate in providing outreach to the state of Utah
• Participate in NN/LM MCR sponsored exhibits
• Provide support and assistance to other functions within the library

Qualifications

Required: a degree from an ALA accredited graduate program; demonstrated excellent written, teaching, and oral communication skills; excellent project management skills that include developing and implementing budget, outcomes, indicators and activities; good interpersonal skills and the ability to work in a team environment; familiarity with current document delivery trends and technologies; demonstrated experience with microcomputers and technologies for information access and communication; and software applications to include but not limited to Word, Dreamweaver, PowerPoint, Excel and Access. A valid driver’s license and travel is required.

Desirable: 3 years of professional librarian experience in the health sciences; experience with adult education; a working knowledge of NLM resources (DOCLINE; PubMed, Loansome Doc, MedlinePlus), and familiarity with the National Network of Libraries of Medicine.

Salary and benefits: Salary commensurate with experience, $35,000-$51,917. This is a research librarian position. University benefits include annual and sick leave, TIAA/CREF retirement plan. The University of Utah is an Equal Opportunity/Affirmative Action employer, encourages applications from women and
minorities, and provides reasonable accommodation to the known disabilities of applicants and employees.

To apply: Applications received by February 15, 2006 are assured full consideration; however applications will be considered until the position is filled. Send letter of application stating qualifications, curriculum vitae, names and contact information of three references to:
Claire Hamasu, Associate Director
NN/LM MidContinental Region
Spencer S. Eccles Health Sciences Library
10 North 1900 East Bldg 589
Salt Lake City, UT 89112-5890
chamasu@rml4.utah.edu
Appendix 8
Consulting Agreements
PROFESSIONAL SERVICES/CONSULTING AGREEMENT

THIS AGREEMENT is entered into by and between the University of Utah (hereinafter University) and J Randal Johnson, Ph.D. hereinafter Consultant.

WHEREAS, the University desires that Consultant perform certain services on the terms and conditions herein set forth, and

WHEREAS, the Consultant is available, willing and qualified to perform the services for the University.

NOW, THEREFORE, it is stated and mutually agreed as follows:

I. NATURE AND EXTENT OF SERVICE

The services to be provided are to be performed under a grant or a contract? YES ☒ No ☐

If yes, state grant or contract number Contract Pending

The services to be performed by Consultant and required deliverables are incorporated by reference of Appendix A, Statement of Work.

a. This agreement shall be effective from the 1 day of May, 2006 to the day of April 30, 2011, unless amended by written agreement of the parties indicated in Section IV below. Signatures of original parties are required for amendments to this agreement.

b. Schedule for performance or delivery shall be as follows:

5 workshops - dates to be determined at a later date.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

a. Describe in detail the compensation arrangements with the Consultant for services performed hereunder. State the amount or rate to be paid. Also describe any expenses that the University will reimburse.

Compensation rate: $1,500.00 per workshop; Total Compensation: $7,500.00

We will also reimburse for travel expenses.

b. Description of documentation required for payment (check request, consultant invoice, certificate of completion, etc.)

Consultant Invoice and all original travel receipts
III. SUPPORTING INFORMATION

a. The services to be provided under this agreement are essential and cannot be provided by employees of the University for the following reasons: (Be specific)

Dr. Johnson has experience teaching workshops on grant writing, he has been a reviewer for proposals responding to a NLM RFP and he has the time to travel to different states to present a grant writing workshop.

b. Consultant’s qualifications to perform this agreement are summarized as follows:

1. Experience

   See attached CV

2. Resources (Number of employees, facilities, equipment, materials, etc.)

   Dr. Johnson has independently developed a PowerPoint Presentation based on years of experience.

c. The services to be performed under this agreement will be of benefit to the project identified above and meet the needs of the University because: (Be specific)

   The NN/LM MidContinental Region is sponsoring grant writing workshops in order to improve the quality of proposals coming from the region, encourage librarians to apply for regional and NLM funding, and increase the number of those participating in the grant writing process.

d. Justify the rate of compensation to the Consultant. Include other bids if obtained. If Consultant is considered to be a single source provider, explain reasoning. Attach additional sheets if necessary.

   Dr. Johnson has the unique experience of participating in the grant process as both an applicant and a reviewer. He has reviewed proposals submitted to the National Library of Medicine and can address the common failings of proposals submitted to NLM.

IV. APPROVAL SIGNATURES

By execution of this agreement, Consultant specifically consents to and agrees to comply with the Standard Provisions accompanying this agreement and incorporated by reference, so far as applicable hereto, as well as the provisions set out above unless specifically waived. In addition the Employee vs. Independent Consultant or Contractor Classification Checklist has been completed and included as an addendum to this agreement. This constitutes the entire agreement and supersedes all prior written and oral agreements and may be amended only in writing and duly signed by an authorizing official.
This agreement has been duly executed by the undersigned on the dates specified as follows:

CONSULTANT

SIGNATURE OF CONSULTANT OR AUTHORIZED AGENT

70 Dec 2005

DATE

UNIVERSITY OF UTAH

SIGNATURE OF PROJECT DIRECTOR

DATE

PLEASE PRINT OR TYPE THE FOLLOWING

J Randal Johnson, PH.D.

FULL NAME OF CONSULTANT

PO Box 410

CONSULTANT'S STREET ADDRESS

Pinedale, WY 82941-0410

CONSULTANT'S CITY, STATE, AND ZIP CODE

(307) 360-7408

CONSULTANT'S TELEPHONE NUMBER

528-88-3328

CONSULTANT'S TAXPAYER ID

(Note: Use only the Social Security Number or Employer ID Number from an IRS Form W-9 completed by the consultant or their agent. Blank forms are available from tax services or from the Accounts Payable web page. Attach the completed W-9 to this agreement.)

* If consultant is a nonresident alien, a statement of citizenship and residence status must be completed and attached.

** The department is responsible for determining I-9 and Visa Certification.

Wayne J Peay, Director

NAME AND TITLE OF PROJECT DIRECTOR

Contract Pending

CHARTFIELD TO BE CHARGED

APPROVED ** Office of Sponsored Projects

DEPARTMENT CHAIR, DEAN'S, OR DIRECTOR'S SIGNATURE

Wayne J Peay, Director

PRINT OR TYPE CERTIFYING AUTHORITY'S NAME AND TITLE

STANDARD PROVISIONS

1. PAYMENT PROCEDURE

Payment will be made in accordance with the University’s standard fiscal procedures upon submission of an invoice by the independent Consultant setting forth charges in accordance with the provisions of Paragraph II above. Unless otherwise specified in paragraph II above, travel expenses, when reimbursable, will be subject to rate limitations specified in approved University travel policy. Invoices must show the Consultant’s taxpayer identification number (Social Security Number or Employer Identification Number).

2. TAXES

The Consultant shall be responsible for, and the compensation stated herein includes, all applicable taxes. After payment of any invoice, the amount will not be changed as the result of the Consultant's failure to include any applicable tax, or as the result of any change in the Consultant's tax liabilities.
3. ASSIGNMENT OR SUBCONTRACTING

The Consultant may not assign or transfer this agreement or any interest or claim arising under this agreement, nor subcontract any portion of the work to be performed hereunder, without the prior written approval of the University.

4. PATENTS

Whenever any invention or discovery is made or conceived by the Consultant in the course of or in connection with services performed under this agreement, the Consultant shall furnish the University with complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent, consistent with University’s patent policy (University Policy and Procedure 6-4). The Consultant will, upon request by the University and at its expense, execute all documents and do all things necessary or proper with respect to such patent application.

5. COPYRIGHT

The University shall have the sole power to determine whether or not to copyright any published report or other document which results from the services performed under this agreement. The Consultant will, upon University’s request and at its expense, execute all documents and do all things necessary or proper with respect to the copyright.

6. CONSULTANT’S LIABILITY

The University shall not be liable or responsible for injuries or damages caused by any act or omission of the Consultant in the course and scope of performance of services under this agreement, and the Consultant agrees to indemnify and hold the University harmless from and against the same.

7. INSURANCE AND INDEMNIFICATION

The University and the Consultant hereby agree and acknowledge that the Consultant is paid as an independent consultant or independent contractor, and will not present or allege or claim to third persons in any manner whatsoever that it is affiliated with, controlled by, or an agent or employee of the University of Utah. The Contractor agrees to defend, indemnify and hold the University harmless for any liability arising out of this agreement or out of Consultant’s acts or omissions. Consultant also agrees to defend, indemnify, and hold the University harmless for any liability arising from claims by Consultant’s employees for injury, salary, compensation expenses, unemployment compensation and/or worker’s compensation.

NOTE: The following statement is the University’s standard clause relating to insurance for consultants and other personal service providers and will be required in agreements that could cause the University undue risk.

Prior to performing any functions under this agreement, Consultant will provide a certificate of Commercial General Liability insurance with limits of at least $1,000,000. Such insurance will list the University as an additional insured, include a 30 day notice of cancellation and be written by an insurance
company acceptable to the University. Certification is also required for Professional Liability Errors and Omissions, Worker’s Compensation/Employer’s Liability and Automobile Liability insurance, if applicable to the performance of the contract.

8. EXAMINATION OF RECORDS

The University, and the other contracting party or grantor if the applicable contract or grant so provides, shall have access to and the right to examine and make copies of any pertinent books, documents, papers and records of the Consultant involving transactions and services related to this agreement until the expiration of three years after final payment hereunder. If legal proceedings are brought by the University to enforce this right of examination, the Consultant agrees to pay the reasonable cost of suit incurred by the University, including attorney fees.

9. CONFLICT OF INTEREST

The Consultant will not hire any officer or employee of the University to perform services covered in whole or in part by this agreement. If the agreed services are to be performed in connection with a federal contract or grant, the Consultant will not hire any employee of the United States Government to perform any service covered in whole or in part by this agreement.

The Consultant affirms that the performance of services under this agreement will involve no actual or potential conflict of interest with the Consultant’s family, business or financial interest. In the event of any material change in the Consultant’s private interest, the Consultant agrees to advise the University of any question regarding possible conflicts of interest which may arise as a result of such changes.

10. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Consultant agrees to comply with all requirements of the State of Utah or federal law relating to nondiscrimination and affirmative action, and hereby undertakes specifically: to maintain employment policies and practices that affirmatively promote nondiscrimination and equality of opportunity without regard for race, color, ethnic origin, religion, sex, age, handicapped status, lack of United States citizenship or status as a disabled veteran or veteran of the Vietnam era; to communicate such policies and practices to all persons employed by the Consultant, to outside recruiting services, and to all applicants for employment; to provide the University on request a labor force analysis statistically arrayed by protected group and job category; and to discuss with the University all policies and practices relating to the Consultant’s equal employment opportunity and affirmative action program.

11. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Utah.

12. RESOLUTION OF DISPUTES

Any dispute concerning a question of fact under this agreement shall be presented to the University for resolution. Disputes that cannot be resolved by the University shall be determined by a court of competent jurisdiction in the State of Utah.
13. TERMINATION

This agreement may be terminated by either party for no cause or in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given a) not less than ten (10) calendar days written notice (by certified mail, return receipt requested) of intent to terminate; and b) an opportunity for consultation with the terminating party prior to termination. Upon receipt of a termination action the Consultant shall promptly discontinue all affected work. In the event of such termination, the Consultant shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner as of the date of termination, as determined by the Consultant and University. Such compensation shall not exceed the maximum amount payable under this Agreement.

14. F A R Clause (as applicable)

252.203-7003 Statutory Compensation Prohibitions and Reporting Requirements Relating to Certain Former Department of Defense (DoD) Employees.

10 U.S.C. 2397b and 2397c prohibit a major defense contractor from offering or providing any compensation valued in excess of two hundred fifty dollars ($250) to a former Department of Defense (DoD) employee, to perform procurement related functions in connection with that same defense contractor. This prohibition runs for the two-year period beginning on the date of such person’s separation from service in DoD.

Consultant certifies to the above and that he/she is not debarred or suspended from receiving federal funds.
PROFESSIONAL SERVICES/CONSULTING AGREEMENT

THIS AGREEMENT is entered into by and between the University of Utah (hereinafter University) and Pat Wagner, hereinafter Consultant.

WHEREAS, the University desires that Consultant perform certain services on the terms and conditions herein set forth, and

WHEREAS, the Consultant is available, willing and qualified to perform the services for the University.

NOW, THEREFORE, it is stated and mutually agreed as follows:

I. NATURE AND EXTENT OF SERVICE

The services to be provided are to be performed under a grant or a contract? YES ☑ No ☐

If yes, state grant or contract number: Contract Pending

The services to be performed by Consultant and required deliverables are incorporated by reference of Appendix A, Statement of Work.

a. This agreement shall be effective from the 1st day of May 2006 to the day of April 30, 2011, unless amended by written agreement of the parties indicated in Section IV below. Signatures of original parties are required for amendments to this agreement.

b. Schedule for performance or delivery shall be as follows:

Two workshops—dates to be determined

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

a. Describe in detail the compensation arrangements with the Consultant for services performed hereunder. State the amount or rate to be paid. Also describe any expenses that the University will reimburse.

Compensation rate: 2,000.00 per workshop
Total Compensation: 4,000.00
We will also reimburse for travel expenses

b. Description of documentation required for payment (check request, consultant invoice, certificate of completion, etc.)

Consultant invoice and all travel receipts
III. SUPPORTING INFORMATION

a. The services to be provided under this agreement are essential and cannot be provided by employees of the University for the following reasons: (Be specific)

Ms. Wagner has consulted with health sciences libraries and understands their environment. Her workshops are accredited by the Medical Library Association.

b. Consultant’s qualifications to perform this agreement are summarized as follows:

1. Experience
   See attached CV

2. Resources (Number of employees, facilities, equipment, materials, etc.)
   Ms. Wagner independently developed the class on marketing and is co-owner of Pattern Research, Inc. a research and training company.

c. The services to be performed under this agreement will be of benefit to the project identified above and meet the needs of the University because: (Be specific)

The NN/LM MidContinental Region is sponsoring the marketing workshops in order to improve the skills of health sciences librarians in the region to market the value of their libraries to their funders and other stakeholders.

d. Justify the rate of compensation to the Consultant. Include other bids if obtained. If Consultant is considered to be a single source provider, explain reasoning. Attach additional sheets if necessary.

Ms. Wagner has the unique characteristics of understanding the library world, the dynamics of communication, and is an extraordinary teacher.

IV. APPROVAL SIGNATURES

By execution of this agreement, Consultant specifically consents to and agrees to comply with the Standard Provisions accompanying this agreement and incorporated by reference, so far as applicable hereto, as well as the provisions set out above unless specifically waived. In addition the Employee vs. Independent Consultant or Contractor Classification Checklist has been completed and included as an addendum to this agreement. This constitutes the entire agreement and supersedes all prior written and oral agreements and may be amended only in writing and duly signed by an authorizing official.
This agreement has been duly executed by the undersigned on the dates specified as follows:

CONSULTANT

[Signature]

SIGNATURE OF CONSULTANT OR AUTHORIZED AGENT

DEC. 21, 2005

DATE

UNIVERSITY OF UTAH

[Signature]

SIGNATURE OF PROJECT DIRECTOR

DATE

PLEASE PRINT OR TYPE THE FOLLOWING

Pat Wagner

FULL NAME OF CONSULTANT

403 S. Pennsylvania Street

CONSULTANT'S STREET ADDRESS

Denver CO 80209-1923

CONSULTANT'S CITY, STATE, AND ZIP CODE

303 778 0880

CONSULTANT'S TELEPHONE NUMBER

324-42-3628

CONSULTANT'S TAXPAYER ID

(NOTE: USE ONLY THE SOCIAL SECURITY NUMBER OR EMPLOYER ID NUMBER FROM AN IRS FORM W-9 COMPLETED BY THE CONSULTANT OR THEIR AGENT. BLANK FORMS ARE AVAILABLE FROM TAX SERVICES OR FROM THE ACCOUNTS PAYABLE WEB PAGE. ATTACH THE COMPLETED W-9 TO THIS AGREEMENT.)

* IF CONSULTANT IS A NONRESIDENT ALIEN, A STATEMENT OF CITIZENSHIP AND RESIDENCE STATUS MUST BE COMPLETED AND ATTACHED.
** THE DEPARTMENT IS RESPONSIBLE FOR DETERMINING I-9 AND VISA CERTIFICATION.

Wayne J. Peay

NAME AND TITLE OF PROJECT DIRECTOR

Contract Pending

CHARTFIELD TO BE CHARGED

APPROVED *** OFFICE OF SPONSORED PROJECTS

DEPARTMENT CHAIR, DEAN'S, OR DIRECTOR'S SIGNATURE

Wayne J. Peay, Director

PRINT OR TYPE CERTIFYING AUTHORITY'S NAME AND TITLE

STANDARD PROVISIONS

1. PAYMENT PROCEDURE

Payment will be made in accordance with the University's standard fiscal procedures upon submission of an invoice by the Independent Consultant setting forth charges in accordance with the provisions of Paragraph II above. Unless otherwise specified in paragraph II above, travel expenses, when reimbursable, will be subject to rate limitations specified in approved University travel policy. Invoices must show the Consultant's taxpayer identification number (Social Security Number or Employer Identification Number).

2. TAXES

The Consultant shall be responsible for, and the compensation stated herein includes, all applicable taxes. After payment of any invoice, the amount will not be changed as the result of the Consultant's failure to include any applicable tax, or as the result of any change in the Consultant's tax liabilities.
3. ASSIGNMENT OR SUBCONTRACTING

The Consultant may not assign or transfer this agreement or any interest or claim arising under this agreement, nor subcontract any portion of the work to be performed hereunder, without the prior written approval of the University.

4. PATENTS

Whenever any invention or discovery is made or conceived by the Consultant in the course of or in connection with services performed under this agreement, the Consultant shall furnish the University with complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent, consistent with University’s patent policy (University Policy and Procedure 6-4). The Consultant will, upon request by the University and at its expense, execute all documents and do all things necessary or proper with respect to such patent application.

5. COPYRIGHT

The University shall have the sole power to determine whether or not to copyright any published report or other document which results from the services performed under this agreement. The Consultant will, upon University’s request and at its expense, execute all documents and do all things necessary or proper with respect to the copyright.

6. CONSULTANT’S LIABILITY

The University shall not be liable or responsible for injuries or damages caused by any act or omission of the Consultant in the course and scope of performance of services under this agreement, and the Consultant agrees to indemnify and hold the University harmless from and against the same.

7. INSURANCE AND INDEMNIFICATION

The University and the Consultant hereby agree and acknowledge that the Consultant is paid as an independent consultant or independent contractor, and will not present or allege or claim to third persons in any manner whatsoever that it is affiliated with, controlled by, or an agent or employee of the University of Utah. The Contractor agrees to defend, indemnify and hold the University harmless for any liability arising out of this agreement or out of Consultant’s acts or omissions. Consultant also agrees to defend, indemnify, and hold the University harmless for any liability arising from claims by Consultant’s employees for injury, salary, compensation expenses, unemployment compensation and/or worker’s compensation.

NOTE: The following statement is the University’s standard clause relating to insurance for consultants and other personal service providers and will be required in agreements that could cause the University undue risk.

Prior to performing any functions under this agreement, Consultant will provide a certificate of Commercial General Liability insurance with limits of at least $1,000,000. Such insurance will list the University as an additional insured, include a 30 day notice of cancellation and be written by an insurance
company acceptable to the University. Certification is also required for Professional Liability Errors and Omissions, Worker’s Compensation/Employer’s Liability and Automobile Liability insurance, if applicable to the performance of the contract.

8. EXAMINATION OF RECORDS

The University, and the other contracting party or grantor if the applicable contract or grant so provides, shall have access to and the right to examine and make copies of any pertinent books, documents, papers and records of the Consultant involving transactions and services related to this agreement until the expiration of three years after final payment hereunder. If legal proceedings are brought by the University to enforce this right of examination, the Consultant agrees to pay the reasonable cost of suit incurred by the University, including attorney fees.

9. CONFLICT OF INTEREST

The Consultant will not hire any officer or employee of the University to perform services covered in whole or in part by this agreement. If the agreed services are to be performed in connection with a federal contract or grant, the Consultant will not hire any employee of the United States Government to perform any service covered in whole or in part by this agreement.

The Consultant affirms that the performance of services under this agreement will involve no actual or potential conflict of interest with the Consultant’s family, business or financial interest. In the event of any material change in the Consultant’s private interest, the Consultant agrees to advise the University of any question regarding possible conflicts of interest which may arise as a result of such changes.

10. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Consultant agrees to comply with all requirements of the State of Utah or federal law relating to nondiscrimination and affirmative action, and hereby undertakes specifically: to maintain employment policies and practices that affirmatively promote nondiscrimination and equality of opportunity without regard for race, color, ethnic origin, religion, sex, age, handicapped status, lack of United States citizenship or status as a disabled veteran or veteran of the Vietnam era; to communicate such policies and practices to all persons employed by the Consultant, to outside recruiting services, and to all applicants for employment; to provide the University on request a labor force analysis statistically arrayed by protected group and job category; and to discuss with the University all policies and practices relating to the Consultant’s equal employment opportunity and affirmative action program.

11. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Utah.

12. RESOLUTION OF DISPUTES

Any dispute concerning a question of fact under this agreement shall be presented to the University for resolution. Disputes that cannot be resolved by the University shall be determined by a court of competent jurisdiction in the State of Utah.
13. TERMINATION

This agreement may be terminated by either party for no cause or in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given a) not less than ten (10) calendar days written notice (by certified mail, return receipt requested) of intent to terminate; and b) an opportunity for consultation with the terminating party prior to termination. Upon receipt of a termination action the Consultant shall promptly discontinue all affected work. In the event of such termination, the Consultant shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner as of the date of termination, as determined by the Consultant and University. Such compensation shall not exceed the maximum amount payable under this Agreement.

14. F A R Clause (as applicable)

252.203-7003 Statutory Compensation Prohibitions and Reporting Requirements Relating to Certain Former Department of Defense (DoD) Employees.

10 U.S.C. 2397b and 2397c prohibit a major defense contractor from offering or providing any compensation valued in excess of two hundred fifty dollars ($250) to a former Department of Defense (DoD) employee, to perform procurement related functions in connection with that same defense contractor. This prohibition runs for the two-year period beginning on the date of such person’s separation from service in DoD.

Consultant certifies to the above and that he/she is not debarred or suspended from receiving federal funds.
PROFESSIONAL SERVICES/CONSULTING AGREEMENT

THIS AGREEMENT is entered into by and between the University of Utah (hereinafter University) and Elaine Graham hereinafter Consultant.

WHEREAS, the University desires that Consultant perform certain services on the terms and conditions herein set forth, and

WHEREAS, the Consultant is available, willing and qualified to perform the services for the University.

NOW, THEREFORE, it is stated and mutually agreed as follows:

I. NATURE AND EXTENT OF SERVICE

The services to be provided are to be performed under a grant or a contract? YES ☐ No ☐

If yes, state grant or contract number Contract pending

The services to be performed by Consultant and required deliverables are incorporated by reference of Appendix A, Statement of Work.

a. This agreement shall be effective from the 1 day of May ___________, 2006 to the day of April 30 ___________, 2011, unless amended by written agreement of the parties indicated in Section IV below. Signatures of original parties are required for amendments to this agreement.

b. Schedule for performance or delivery shall be as follows:

3 reports will be written (2 focus group reports @$16,200/report and 1 network data inventory report at $6,000). Delivery schedule to be determined at a later date.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

a. Describe in detail the compensation arrangements with the Consultant for services performed hereunder. State the amount or rate to be paid. Also describe any expenses that the University will reimburse.

Compensation rate: see above Total Compensations: $38,400.00

b. Description of documentation required for payment (check request, consultant invoice, certificate of completion, etc.)

Consultant Invoice
III. SUPPORTING INFORMATION

a. The services to be provided under this agreement are essential and cannot be provided by employees of the University for the following reasons: (Be specific)

Ms Graham is familiar with the RML program and will recognize ideas and points from the focus group discussion that have import to the program and should be featured in the report.

b. Consultant’s qualifications to perform this agreement are summarized as follows:

1. Experience
   See attached resume

2. Resources (Number of employees, facilities, equipment, materials, etc.)

c. The services to be performed under this agreement will be of benefit to the project identified above and meet the needs of the University because: (Be specific)

It will assist the program in providing a deliverable that is expected by the funding agency.

d. Justify the rate of compensation to the Consultant. Include other bids if obtained. If Consultant is considered to be a single source provider, explain reasoning. Attach additional sheets if necessary.

Single source provider. Ms. Graham has the experience with the RML program. She has the analytical and writing skills that are necessary to produce the report from the data that we are providing.

IV. APPROVAL SIGNATURES

By execution of this agreement, Consultant specifically consents to and agrees to comply with the Standard Provisions accompanying this agreement and incorporated by reference, so far as applicable hereto, as well as the provisions set out above unless specifically waived. In addition the Employee vs. Independent Consultant or Contractor Classification Checklist has been completed and included as an addendum to this agreement. This constitutes the entire agreement and supersedes all prior written and oral agreements and may be amended only in writing and duly signed by an authorizing official.
This agreement has been duly executed by the undersigned on the dates specified as follows:

**CONSULTANT**

Elaine Graham  
SIGNATURE OF CONSULTANT OR AUTHORIZED AGENT  
12/20/05  
DATE

**UNIVERSITY OF UTAH**

**SIGNATURE OF PROJECT DIRECTOR**  
DATE

PLEASE PRINT OR TYPE THE FOLLOWING

Elaine Graham  
FULL NAME OF CONSULTANT

1186 SW Second Ave  
CONSULTANT'S STREET ADDRESS

Oak Harbor, WA 98277-5313  
CONSULTANT'S CITY, STATE, AND ZIP CODE

(360) 679-8656  
CONSULTANT'S TELEPHONE NUMBER

560-90-8167  
CONSULTANT'S TAXPAYER ID

(NOTE: USE ONLY THE SOCIAL SECURITY NUMBER OR EMPLOYER ID NUMBER FROM AN IRS FORM W-9 COMPLETED BY THE CONSULTANT OR THEIR AGENT. BLANK FORMS ARE AVAILABLE FROM TAX SERVICES OR FROM THE ACCOUNTS PAYABLE WEB PAGE. ATTACH THE COMPLETED W-9 TO THIS AGREEMENT.)

* IF CONSULTANT IS A NONRESIDENT ALIEN, A STATEMENT OF CITIZENSHIP AND RESIDENCE STATUS MUST BE COMPLETED AND ATTACHED.

** THE DEPARTMENT IS RESPONSIBLE FOR DETERMINING I-9 AND VISA CERTIFICATION.

*** IF CONSULTANT IS A UNIVERSITY EMPLOYEE, THE SIGNATURE OF THE DEPARTMENT CHAIR/DEAN/DIRECTOR REPRESENTS CERTIFICATION THAT THE SERVICES TO BE PROVIDED UNDER THIS CONTRACT ARE ACROSS DEPARTMENTAL LINES AND ARE NOT PART OF THE EMPLOYEE'S REGULAR DUTIES.

STANDARD PROVISIONS

1. PAYMENT PROCEDURE

Payment will be made in accordance with the University's standard fiscal procedures upon submission of an invoice by the Independent Consultant setting forth charges in accordance with the provisions of Paragraph II above. Unless otherwise specified in paragraph II above, travel expenses, when reimbursable, will be subject to rate limitations specified in approved University travel policy. Invoices must show the Consultant's taxpayer identification number (Social Security Number or Employer Identification Number).

2. TAXES

The Consultant shall be responsible for, and the compensation stated herein includes, all applicable taxes. After payment of any invoice, the amount will not be changed as the result of the Consultant's failure to include any applicable tax, or as the result of any change in the Consultant's tax liabilities.
3. ASSIGNMENT OR SUBCONTRACTING

The Consultant may not assign or transfer this agreement or any interest or claim arising under this agreement, nor subcontract any portion of the work to be performed hereunder, without the prior written approval of the University.

4. PATENTS

Whenever any invention or discovery is made or conceived by the Consultant in the course of or in connection with services performed under this agreement, the Consultant shall furnish the University with complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent, consistent with University’s patent policy (University Policy and Procedure 6-4). The Consultant will, upon request by the University and at its expense, execute all documents and do all things necessary or proper with respect to such patent application.

5. COPYRIGHT

The University shall have the sole power to determine whether or not to copyright any published report or other document which results from the services performed under this agreement. The Consultant will, upon University’s request and at its expense, execute all documents and do all things necessary or proper with respect to the copyright.

6. CONSULTANT’S LIABILITY

The University shall not be liable or responsible for injuries or damages caused by any act or omission of the Consultant in the course and scope of performance of services under this agreement, and the Consultant agrees to indemnify and hold the University harmless from and against the same.

7. INSURANCE AND INDEMNIFICATION

The University and the Consultant hereby agree and acknowledge that the Consultant is paid as an independent consultant or independent contractor, and will not present or allege or claim to third persons in any manner whatsoever that it is affiliated with, controlled by, or an agent or employee of the University of Utah. The Contractor agrees to defend, indemnify and hold the University harmless for any liability arising out of this agreement or out of Consultant’s acts or omissions. Consultant also agrees to defend, indemnify, and hold the University harmless for any liability arising from claims by Consultant’s employees for injury, salary, compensation expenses, unemployment compensation and/or worker’s compensation.

NOTE: The following statement is the University’s standard clause relating to insurance for consultants and other personal service providers and will be required in agreements that could cause the University undue risk.

Prior to performing any functions under this agreement, Consultant will provide a certificate of Commercial General Liability insurance with limits of at least $1,000,000. Such insurance will list the University as an additional insured, include a 30 day notice of cancellation and be written by an insurance
company acceptable to the University. Certification is also required for Professional Liability Errors and Omissions, Worker’s Compensation/Employer’s Liability and Automobile Liability insurance, if applicable to the performance of the contract.

8. EXAMINATION OF RECORDS

The University, and the other contracting party or grantor if the applicable contract or grant so provides, shall have access to and the right to examine and make copies of any pertinent books, documents, papers and records of the Consultant involving transactions and services related to this agreement until the expiration of three years after final payment hereunder. If legal proceedings are brought by the University to enforce this right of examination, the Consultant agrees to pay the reasonable cost of suit incurred by the University, including attorney fees.

9. CONFLICT OF INTEREST

The Consultant will not hire any officer or employee of the University to perform services covered in whole or in part by this agreement. If the agreed services are to be performed in connection with a federal contract or grant, the Consultant will not hire any employee of the United States Government to perform any service covered in whole or in part by this agreement.

The Consultant affirms that the performance of services under this agreement will involve no actual or potential conflict of interest with the Consultant’s family, business or financial interest. In the event of any material change in the Consultant’s private interest, the Consultant agrees to advise the University of any question regarding possible conflicts of interest which may arise as a result of such changes.

10. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Consultant agrees to comply with all requirements of the State of Utah or federal law relating to nondiscrimination and affirmative action, and hereby undertakes specifically: to maintain employment policies and practices that affirmatively promote nondiscrimination and equality of opportunity without regard for race, color, ethnic origin, religion, sex, age, handicapped status, lack of United States citizenship or status as a disabled veteran or veteran of the Vietnam era; to communicate such policies and practices to all persons employed by the Consultant, to outside recruiting services, and to all applicants for employment; to provide the University on request a labor force analysis statistically arrayed by protected group and job category; and to discuss with the University all policies and practices relating to the Consultant’s equal employment opportunity and affirmative action program.

11. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Utah.

12. RESOLUTION OF DISPUTES

Any dispute concerning a question of fact under this agreement shall be presented to the University for resolution. Disputes that cannot be resolved by the University shall be determined by a court of competent jurisdiction in the State of Utah.
13. TERMINATION

This agreement may be terminated by either party for no cause or in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given a) not less than ten (10) calendar days written notice (by certified mail, return receipt requested) of intent to terminate; and b) an opportunity for consultation with the terminating party prior to termination. Upon receipt of a termination action the Consultant shall promptly discontinue all affected work. In the event of such termination, the Consultant shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner as of the date of termination, as determined by the Consultant and University. Such compensation shall not exceed the maximum amount payable under this Agreement.

14. F A R Clause (as applicable)

252.203-7003 Statutory Compensation Prohibitions and Reporting Requirements Relating to Certain Former Department of Defense (DoD) Employees.

10 U.S.C. 2397b and 2397c prohibit a major defense contractor from offering or providing any compensation valued in excess of two hundred fifty dollars ($250) to a former Department of Defense (DoD) employee, to perform procurement related functions in connection with that same defense contractor. This prohibition runs for the two-year period beginning on the date of such person’s separation from service in DoD.

Consultant certifies to the above and that he/she is not debarred or suspended from receiving federal funds.
Appendix 9
Small Business Plan
SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: 04/06/2006

CONTRACTOR: University of Utah, Purchasing Department

ADDRESS: 1901 E South Campus Dr. Rm 151
Salt Lake City, UT 84112

DUNN & BRADSTREET NUMBER: 009095365

SOLICITATION OR CONTRACT NUMBER: N01-LM-1-3514

ITEM/SERVICE (Description): "National Network of Libraries of Medicine"

TOTAL CONTRACT AMOUNT: $8,648,678.00

| Option #1 (if applicable) | $ | Option #2 (if applicable) | $ | Option #3 (if applicable) | $ | Option #4 (if applicable) |

TOTAL MODIFICATION AMOUNT, IF APPLICABLE: $ _________________
TOTAL TASK ORDER AMOUNT, IF APPLICABLE: $ _________________

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): 05/01/2006 to 04/30/2011

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this outline has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable. It is not intended to replace any existing corporate plan that is more extensive. Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

If assistance is needed to locate small business sources, contact the Office of Small and Disadvantaged Business Utilization (OSDBU) at (202) 690-7300 or the NCI Small Business Specialist at (301) 435-3810. Sources may also be obtained from SBA’s PRO-Net website.

HHS expects each procuring activity to establish minimum subcontracting goals for all procurements. The minimum goals for each small business category will be identified in every applicable solicitation. These goals shall be expressed as percentages of the total estimated subcontracting dollars. The offeror is required to include an explanation for a category that has zero as a goal.

NOTE TO CONTRACTORS: Please provide your CCR number with your Dunn & Bradstreet number.
1. Type of Plan (check one)

[✓] **Individual plan** (all elements developed specifically for this contract and applicable for the full term of this contract).

[ ] **Master plan** (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

[ ] **Commercial products/service plan** This plan is used when the contractor sells products and services customarily used for non-government purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during the year approved. The contractor must provide a copy of the initial agency approval, and must submit an annual SF 295 to HHS with a breakout of subcontracting prorated for HHS (with an OPDIV breakdown, if possible).

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Veteran-owned Small Business (VOSB), Service-Disabled Veteran-owned Small Business (SDVOSB) and “Other than small business” (Other) as subcontractors, for the base year and each option year, as specified in FAR 19.704. (Break out and append option year goals, if the contract contains option years) or project annual subcontracting base and goals under commercial plans.

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is $5,390,667.________ (b + h = a) (Base Year)

<table>
<thead>
<tr>
<th>FY-___ (1st Option)</th>
<th>FY-___ (2nd Option)</th>
<th>FY-___ (3rd Option)</th>
<th>FY-___ (4th Option)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
</tr>
</tbody>
</table>

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, SDVOSB and VOSB): (% of “a”) $415,332.________ and _______8 % (Base Year)

<table>
<thead>
<tr>
<th>FY-___ (1st Option)</th>
<th>FY-___ (2nd Option)</th>
<th>FY-___ (3rd Option)</th>
<th>FY-___ (4th Option)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
</tr>
</tbody>
</table>

c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of “a”) $88,200.________ and _______2 % (Base Year)

<table>
<thead>
<tr>
<th>FY-___ (1st Option)</th>
<th>FY-___ (2nd Option)</th>
<th>FY-___ (3rd Option)</th>
<th>FY-___ (4th Option)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
</tr>
</tbody>
</table>

d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of “a”) $220,372.________ and _______4 % (Base Year)

<table>
<thead>
<tr>
<th>FY-___ (1st Option)</th>
<th>FY-___ (2nd Option)</th>
<th>FY-___ (3rd Option)</th>
<th>FY-___ (4th Option)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
</tr>
</tbody>
</table>

e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES:

(% of “a”) $0________ and _______0 % (Base Year)

<table>
<thead>
<tr>
<th>FY-___ (1st Option)</th>
<th>FY-___ (2nd Option)</th>
<th>FY-___ (3rd Option)</th>
<th>FY-___ (4th Option)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
<td>$________ &amp; %</td>
</tr>
</tbody>
</table>
f. Total estimated dollar and percent of planned subcontracting with VETERAN-OWNED SMALL BUSINESSES: (% of "a") $5,385,000 and 001 % (Base Year)

   FY-___ (1st Option)    FY-___ (2nd Option)    FY-___ (3rd Option)    FY-___ (4th Option)
   $_________ &__%    $_________ &__%    $_________ &__%    $_________ &__%

g. Total estimated dollar and percent of planned subcontracting with SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES: (% of "a") $1,000,000 and 001% (Base Year)

   FY-___ (1st Option)    FY-___ (2nd Option)    FY-___ (3rd Option)    FY-___ (4th Option)
   $_________ &__%    $_________ &__%    $_________ &__%    $_________ &__%

h. Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES": (% of "a") $4,975,335 and 92% (Base Year)

   FY-___ (1st Option)    FY-___ (2nd Option)    FY-___ (3rd Option)    FY-___ (4th Option)
   $_________ &__%    $_________ &__%    $_________ &__%    $_________ &__%

Notes:
1. Federal prime contract goals are:
   SB equals 23%; SDB equals 5%; HUBZone equals 3%, WOSB equals 5% and SDVOSB equals 3%, VOSB equals 3% and can serve as objectives for subcontracting goal development.
2. SDB, WOSB, HUBZone, SDVOSB and VOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.
3. If any contract has more than four options, please attach additional sheets showing dollar amounts and percentages.

i. Provide a description of ALL the products and/or services to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply).

<table>
<thead>
<tr>
<th>Product/Service</th>
<th>Other</th>
<th>SB</th>
<th>SDB</th>
<th>WOSB</th>
<th>HUBZone</th>
<th>VOSB</th>
<th>SDVOSB</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Attachment A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
j. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, and VOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns were determined, how the capabilities of these concerns were considered for contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

See Attachment B

k. Indirect costs [ ] have, [✓] have not been included in the dollar and percentage subcontracting goals above (check one).

l. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns.

3. **Program Administrator**

   **NAME/TITLE:** Randi M Ruff, Small Business Liaison  
   **ADDRESS:** 1901 E South Campus Dr. #151, SLC UT 84112  
   **TELEPHONE/E-MAIL:** (801)581-7450 rruff@purchasing.utah.edu  

   **Duties:** Does the individual named above have general overall responsibility for the company’s subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties?  
   [✓] yes [ ] no

   *(If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company.)*

   a. Develops and promotes company-wide policy initiatives that demonstrate the company’s support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns; and assures that these concerns are included on the source lists for solicitations for products and services they are capable of providing; [✓] yes [ ] no

   b. Develops and maintains bidder source lists of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns from all possible sources; [✓] yes [ ] no

   c. Ensures periodic rotation of potential subcontractors on bidder's lists; [✓] yes [ ] no

   d. Ensures that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB businesses are included on the bidders’ list for every subcontract solicitation for products and services that they are capable of providing; [✓] yes [ ] no
e. Ensures that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns; [✓] yes [ ] no

f. Reviews subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB participation; [✓] yes [ ] no

g. Accesses various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns to include the SBA's PRO-Net and SUB-Net Systems, (http://www.sba.gov), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices; [✓] yes [ ] no

h. Establishes and maintains contract and subcontract award records; [✓] yes [ ] no

i. Participates in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.; [✓] yes [ ] no

j. Ensures that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; [✓] yes [ ] no

k. Conducts or arranges for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; [✓] yes [ ] no

l. Monitors the company's subcontracting program performance and makes any adjustments necessary to achieve the subcontract plan goals; [✓] yes [ ] no

m. Prepares and submits timely, required subcontract reports; [✓] yes [ ] no

n. Coordinates the company's activities during the conduct of compliance reviews by Federal agencies; [✓] yes [ ] no; and

o. Other duties: _______________________________________________________

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:

   1. Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (http://www.sba.gov/) and other SBA and Federal agency resources. Contractors may also conduct market surveys to identify new sources, to include, accessing the NIH e-Portals in Commerce, (e-PIC), (http://epic.od.nih.gov/). The NIH e-Portals in Commerce is not a mandatory source and may be used at the offeror's discretion.

b. Internal efforts to guide and encourage purchasing personnel:

   1. Conducting workshops, seminars, and training programs;

   2. Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB source lists, guides, and other data for soliciting subcontractors; and

   3. Monitoring activities to evaluate compliance with the subcontracting plan.
c. Additional efforts:

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of $500,000 ($1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6(c).)

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report, if applicable, (required only for contracts containing the clause 52.219-25) and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Report Due</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct 1 - Mar 31</td>
<td>SF 294</td>
<td>4/30</td>
</tr>
<tr>
<td>Apr 1 - Sept 30</td>
<td>SF 294</td>
<td>10/30</td>
</tr>
<tr>
<td>Oct 1 - Sept 30</td>
<td>SF 295</td>
<td>10/30</td>
</tr>
<tr>
<td>Contract Completion</td>
<td>OF 312</td>
<td>30 days after completion</td>
</tr>
</tbody>
</table>

Special instructions for commercial plan: SF 295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

a. Submit SF 294 to cognizant Awarding Contracting Officer.

b. Submit Optional Form 312, (OF 312), if applicable, to cognizant Awarding Contracting Officer.

c. Submit SF 295 to cognizant Awarding Contracting Officer and to the:

   Office of Small and Disadvantaged Business Utilization
   Department of Health and Human Services
   200 Independence Avenue, SW
   Humphrey H. Building, Room 517-D
   Washington, D.C. 20201

d. Submit "information" copy of the SF 295 and the SF 294 upon request to the SBA Commercial Market Representative (CMR); visit the SBA at http://www.sba.gov/cmr and click on assistance directory to locate your nearest CMR.

7. Record keeping

In accordance with FAR 19.704(a)(11), the following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:
a. SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB source lists, guides and other data identifying such vendors;

b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB sources;

c. On a contract-by-contract basis, records on all subcontract solicitations over $100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone, VOSB, and/or SDVOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards.

d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and

f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This item is not required on a contract-by-contract basis for company or division-wide commercial plans.)

g. Other records to support your compliance with the subcontracting plan: (Please describe)

8. Timely Payments to Subcontractors

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, small disadvantaged small business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns, and service-disabled veteran-owned small business concerns.

Your company has established and uses such procedures: [√] yes [ ] no

9. Description of Good Faith Effort

Maximum practicable utilization of small, small disadvantaged, women-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, small disadvantaged, women-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer prior to approval of the plan.
SIGNATURE PAGE

Signatures Required:

This subcontracting plan was submitted by:

Signature: ______________________
Typed Name: Randi M Ruff
Title: Small Business Liaison
Date: 04/06/2006

This plan was reviewed by:

Signature: ______________________
Typed Name: ______________________
Title: Contracting Officer
Date: 11/06

This plan was reviewed by:

Signature: ______________________
Typed Name: ______________________
Title: Small Business Specialist
Date: ______________________

This plan was reviewed by:

Signature: ______________________
Typed Name: ______________________
Title: SBA Procurement Center Representative
Date: ______________________

And Is Accepted By:

Signature: ______________________
Typed Name: ______________________
Title: ______________________
Date: ______________________

I. Indirect costs, presenting no subcontracting opportunities; these costs relating only to those costs that come about as a percentage of total salaries, employee benefits and overhead and are payable directly to the University of Utah:  $1,072,574.

II. Direct costs, presenting no subcontracting opportunities:
   a) Salary & Benefits $1,714,719.
   b) Per diem and local travel $234,386.
   c) Reproduction (in house) $28,260.
   d) Communications, postage, etc. $99,140.
   e) Other miscellaneous in-house $108,932.

   III. Direct costs, presenting subcontracting opportunities only to Large Business:
       a) Maintenance & misc. supplies $37,500.
       b) Digital Repository $29,000.
       c) Sub-contracts $4,118,835.
       d) Access Grid $500,000.
       e) Conference Costs $290,000.

   IV. Direct costs, presenting subcontracting opportunities only to Small Business:
       a) Office Supplies $25,000.
       b) Consulting $49,375.
       c) Computer & Video Equipment $26,000

   V. Direct costs, presenting subcontracting opportunities only to Small Disadvantaged Business:
       a) Computer equipment/supplies $34,200.
       b) Printing/reproduction $15,000.
       c) Misc. supplies $30,000.
       d) Misc software $9,000.

   VI. Direct costs, presenting subcontracting opportunities only to Woman Owned Business:
       a) Office supplies $22,859.
       b) Travel $110,451.
       c) Consulting $74,062.
       d) Exhibit materials $13,000.

   VII. Direct costs, presenting subcontracting opportunities only to Veteran Owned Business:
       a) Misc. supplies $5,385.

   VIII. Direct costs, presenting subcontracting opportunities only to Service-Disabled Veteran Owned Business:
       a) Misc. supplies $1,000.

   IX. Direct costs, presenting subcontracting opportunities only to HUBZone Small Business:
       We could not identify any suppliers on this contract in this category.

   Total to be subcontracted $5,390,667.

TOTAL CONTRACT DOLLARS: $8,648,678.
ATTACHMENT B

The researchers and staff identified the projects needing services and supplies.

The purchasing director and staff anticipated the necessary purchases to fill these needs, surveyed the marketplace, recapped former bids, RFP’s and purchase orders and consulted the lists and directories listed below to determine the probable major suppliers.

In determining capability, these criteria were addressed: past performance, on site review for performance capability and word of mouth recommendation.

Lists and directories consulted:

- University of Utah vendor list
- Utah Supplier Development Council directory (www.usdcutah.com)
- Pro-Net web site and directory (now CCR)
- Utah Department of Transportation Directory
- State of Utah bid list
- State of Utah, Procurement Outreach files
- Utah Women’s Business Owners Association (NAWBO)
- Soroptimist International of Salt Lake, Regional Directory
- Chamber of Commerce, Women In Business List
- Salt Lake City and County vendor list

The goals for Woman-owned business increased on this plan since our previous plan. The Veteran owned firm we had intended to buy from has gone out of business and the one we have currently identified cannot supply all of the items the other firm carried.

-Recipient of SBA Award of Achievement
-Minority Advocate of Year, 1997
-Large Business of the Year USDC 1994
-Chamber of Commerce 2002
-SBA Minority Corporate Award 1999
Appendix 10
Draft Subcontract Agreements
# Subaward Agreement

**Institution/Organization ("UNIVERSITY")**

- **Name:** UNIVERSITY OF UTAH
- **Address:** OFFICE OF SPONSORED PROJECTS 75 SOUTH 2000 EAST, BLDG 522 RAB Salt Lake City, Utah 84112-8930

**Prime Award No.**

RFP NLM 05-103/VMW

**Awarding Agency**

NATIONAL NETWORK OF LIBRARIES OF MEDICINE

**Subaward Period of Performance**

MAY 1, 2006 TO APRIL 30, 2007

---

**Institution/Organization ("COLLABORATOR")**

- **Name:** UNIVERSITY OF COLORADO
- **Address:** Fitzsimons, Building 500, Mail Stop F428 P.O. Box 6508 Aurora, Colorado 80045-0508

**EIN No.:**

**Subaward No.:**

UNIVERSITY OF COLORADO

**CFDA No.:**

93.?

**Amount Funded this Action**

$95,530.00

**Est. Total (if incrementally funded)**

$95,530.00

---

**NATIONAL NETWORK OF LIBRARIES OF MEDICINE**

**Project Title**

**Reporting Requirements** [See Attachment 4]

---

## Terms and Conditions

1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.

2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator’s standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, P.O. number and certification as to truth and accuracy of invoice. *Invoices that do not reference University’s subaward number and P.O. number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party’s Financial Contact, as shown in Attachment 3.*

3) A final statement of cumulative costs incurred, including cost sharing, marked “FINAL,” must be submitted to University’s Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator’s final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party’s Project Director, as shown in Attachment 3. Technical reports are required as shown above, “Reporting Requirements.”

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party’s Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party’s Authorized Official, as shown in Attachment 3.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party’s Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21, J.49.

9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

---

By an Authorized Official of UNIVERSITY:

<table>
<thead>
<tr>
<th>Name</th>
<th>Brent Brown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Director, Office of Sponsored Projects</td>
</tr>
</tbody>
</table>

**Date**

---

By an Authorized Official of COLLABORATOR:

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
</tbody>
</table>

**Date**
Attachment 1
Subaward Agreement

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.

3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more that $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Collaborator assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings which impact this subaward.
Agency-Specific Certifications/Assurances

The following assurances/certifications are made and verified by Collaborator’s Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Section III of the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transportation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Delinquency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest.

General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period performance.
4. Collaborator assures, by signing this Subaward Agreement, that all Collaborator’s personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
5. Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the University. Any prior approvals are to be sought from the University and not the Federal Awarding Agency.
6. Title to equipment costing $5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the FDP General Terms and Conditions.
7. All animals purchased under this agreement shall belong to Subrecipient.
8. Carry over of any unobligated balance into the next budget period requires University prior approval.

Special terms and conditions:

1. Copyrights—Collaborator grants to University an irrevocable, royalty-free, non-transferrable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward for the purpose of education and research or to the extent required to meet University’s obligations under it Prime Award.
2. Data Rights—Collaborator grants to University license to use data created in the performance of this Subaward for the purpose of education and research or to the extent required to meet University’s obligation under it Prime Award.
3. Fund Availability, CST 24-30-202 (5.5): Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
4. Collaborator acknowledges that University is a governmental entity and that the University is a governmental entity and is subject to the Utah Government Records Access and Management Act, Sec. 63-2-101 et seq., Utah Code Ann. (1997 and Supp. 2005) (“GRAMA”) and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp 2005). Pursuant to GRAMA, a sponsor of research may submit a single claim of business confidentiality concerning confidential business records exchanged during the research
project. Thereafter, no party may obtain confidential business records from the University absent a court order requiring the University to disclose the records.

5. It is understood that the University is a governmental entity and is subject to the Utah Governmental Immunity Act, Section 63-30d-101 et seq., Utah Code Ann. (1993 and Supp. 1999 and 2004 as amended) ("Act"). It is further understood that nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to the University under the Act, including without limitation, the provisions of Section 63-30d-604 regarding limitation of judgments.

(http://www.le.state.ut.us/~code/TITLE63/63_10.htm)
<table>
<thead>
<tr>
<th>Administrative Contact</th>
<th>Collaborative Contact</th>
</tr>
</thead>
</table>
| **Name:** FIFI DONAHOE, GRANTS & CONTRACTS OFFICER  
**Address:** 75 SOUTH 2000 EAST, BLDG 512 RAB  
SALT LAKE CITY, UTAH 84112-8930  
**Telephone:** 801-585-6946  
**Fax:** 801-585-5749  
**Email:** Fifi.Donahoe@osp.utah.edu | **Name:** UNIVERSITY OF COLORADO  
**Address:** Fitzsimons, Building 500, Mail Stop F428  
P.O. Box 6508  
Aurora, Colorado 80045-0508  
**Telephone:**  
**Fax:**  
**Email:** |

<table>
<thead>
<tr>
<th><strong>Project Director</strong></th>
<th><strong>Project Director</strong></th>
</tr>
</thead>
</table>
| **Name:** WAYNE J. PEAY  
**Address:** ECCLES HEALTH SCIENCES LIBRARY  
SALT LAKE CITY, UTAH 84112  
**Telephone:** 801-581-8771  
**Fax:** 801-581-3632  
**Email:** wayne@lib.med.utah.edu | **Name:** RICK FORSMAN  
**Address:**  
**Telephone:**  
**Fax:**  
**Email:** |

<table>
<thead>
<tr>
<th><strong>Financial Contact</strong></th>
<th><strong>Financial Contact</strong></th>
</tr>
</thead>
</table>
| **Name:** GARY GLEDHILL  
MANAGER, RESEARCH ACCOUNTING  
**Address:** UNIVERSITY OF UTAH  
201 S. PRESIDENT'S CIRCLE, RM 406  
SALT LAKE CITY, UTAH 84112-9020  
**Telephone:** 801-581-7343  
**Fax:** 801-581-5835  
**Email:** ggledhill@park.admin.utah.edu | **Name:**  
**Address:**  
**Telephone:**  
**Fax:**  
**Email:** |

<table>
<thead>
<tr>
<th><strong>Authorized Official</strong></th>
<th><strong>Authorized Official</strong></th>
</tr>
</thead>
</table>
| **Name:** BRENT K. BROWN  
DIRECTOR, SPONSORED PROJECTS  
**Address:** UNIVERSITY OF UTAH  
75 SOUTH 2000 EAST, BLDG 512 RAB  
SALT LAKE CITY, UTAH 84112-8930  
**Telephone:** 801-581-3003  
**Fax:** 801-585-5749  
**Email:** Brent.Brown@osp.utah.edu | **Name:**  
**Address:**  
**Telephone:**  
**Fax:**  
**Email:** |
The Yearly Technical Report if requested by University Principal Investigator is due in sufficient time to be submitted to Funding Agency 60 days prior to start of next Budget Period. Submit the report to the University Principal Investigator at the address specified in paragraph 3.2.

The following items are due 60 days after the end of the Budget Period each year and should be mailed to the University Principal Investigator as named in paragraph 3.2:

- Annual Final Financial report,
- Audit report
- Invoice marked “FINAL”
- Annual Statement of Program Income
- Annual list of Equipment purchased
- Final Invention Statement (NIH form HHS 568)

Within 60 days after the end of the Agreement Project Period, the following are due to the University Principal Investigator at the address specified in paragraph 3.2:

- Composite list of equipment purchased
- Composite Final Invention Statement (NIH form HHS 568)
- The Final Technical Report
- Final Invoice
Attachment 5
Subaward Agreement
NIH

Statement of Work
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Costs</td>
<td>$</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL BUDGET</td>
<td>$95,530.00</td>
</tr>
</tbody>
</table>
## Subaward Agreement

<table>
<thead>
<tr>
<th>Institution/Organization (&quot;UNIVERSITY&quot;)</th>
<th>Institution/Organization (&quot;COLLABORATOR&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: UNIVERSITY OF UTAH</td>
<td>Name: CREIGHTON UNIVERSITY</td>
</tr>
<tr>
<td>Address: 75 SOUTH 2000 EAST, BLDG 522 RAB Salt Lake City, Utah 84112-8930</td>
<td>Address: Grants Administration 2500 California Plaza Omaha, Nebraska 68178</td>
</tr>
<tr>
<td>Prime Award No. RFP NLM 05-103/VMW</td>
<td>Subaward No. CREIGHTON UNIVERSITY</td>
</tr>
<tr>
<td>Awarding Agency NATIONAL NETWORK OF LIBRARIES OF MEDICINE</td>
<td>CFDA No. 93.?</td>
</tr>
<tr>
<td>Subaward Period of Performance MAY 1, 2006 TO APRIL 30, 2007</td>
<td>Amount Funded this Action $102,780.00</td>
</tr>
<tr>
<td>Project Title NATIONAL NETWORK OF LIBRARIES OF MEDICINE</td>
<td>Est. Total ($ if incrementally funded) $102,780.00</td>
</tr>
</tbody>
</table>

### Terms and Conditions

1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.

2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator’s standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, P.O. number and certification as to truth and accuracy of invoice. Invoices that do not reference University’s subaward number and P.O. number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party’s Financial Contact, as shown in Attachment 3.

3) A final statement of cumulative costs incurred, including cost sharing, marked “FINAL,” must be submitted to University’s Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator’s final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party’s Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party’s Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party’s Authorized Official, as shown in Attachment 3.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party’s Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21, J.49.

9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

<table>
<thead>
<tr>
<th>By an Authorized Official of UNIVERSITY:</th>
<th>By an Authorized Official of COLLABORATOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name Brent K. Brown</td>
<td>Name</td>
</tr>
<tr>
<td>Title Director, Sponsored Projects</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

**Certification Regarding Lobbying**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.

3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more that $100,000 for each such failure.

**Debarment, Suspension, and Other Responsibility Matters**

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**OMB Circular A-133 Assurance**

Collaborator assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings which impact this subaward.
General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period performance.
4. Collaborator assures, by signing this Subaward Agreement, that all Collaborator’s personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
5. Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the University. Any Prior approvals are to be sought from the University and not the Federal Awarding Agency.
6. Title to equipment costing $5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the FDP General Terms and Conditions.
7. All animals purchased under this agreement shall belong to Subrecipient.
8. Carry over of any unobligated balance into the next budget period requires University prior approval.

Special terms and conditions:

1. Copyrights—Collaborator grants to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward for the purpose of education and research or to the extent required to meet University’s obligations under it Prime Award.
2. Data Rights—Collaborator grants to University license to use data created in the performance of this Subaward for the purpose of education and research or to the extent required to meet University’s obligation under its Prime Award.
3. Fund Availability, CST 24-30-202 (5.5): Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
4. Collaborator acknowledges that University is a governmental entity and that the University is a governmental entity and is subject to the Utah Government Records Access and Management Act, Sec. 63-2-101 et seq., Utah Code Ann. (1997 and Supp. 2005) (“GRAMA”) and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp 2005). Pursuant to GRAMA, a sponsor of research may submit a single claim of business confidentiality concerning confidential business records exchanged during the research.
project. Thereafter, no party may obtain confidential business records from the University absent a court order requiring the University to disclose the records.

5. It is understood that the University is a governmental entity and is subject to the Utah Governmental Immunity Act, Section 63-30d-101 et seq., Utah Code Ann. (1993 and Supp. 1999 and 2004 as amended) ("Act"). It is further understood that nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to the University under the Act, including without limitation, the provisions of Section 63-30d-604 regarding limitation of judgments.

(http://www.le.state.ut.us/~code/TITLE63/63_10.htm)
# Attachment 3
## Subaward Agreement

<table>
<thead>
<tr>
<th>University Contacts</th>
<th>Collaborator Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative Contact</strong></td>
<td><strong>Administrative Contact</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> FIFI DONAOHE, GRANTS &amp; CONTRACTS OFFICER</td>
<td><strong>Name:</strong> ?</td>
</tr>
<tr>
<td><strong>Address:</strong> OFFICE OF SPONSORED PROJECTS BLDG. 512, 75 S. 2000 E. SALT LAKE CITY, UT 84112-8930</td>
<td><strong>Address:</strong> CREIGHTON UNIVERSITY Grants Administration 2500 California Plaza Omaha, Nebraska 68178</td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-585-6946</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-585-5749</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Fifi.Donahoe@osp.utah.edu">Fifi.Donahoe@osp.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Project Director</strong></td>
<td><strong>Project Director</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> WAYNE J. PEAY</td>
<td><strong>Name:</strong> A. JAMESBOTHMER</td>
</tr>
<tr>
<td><strong>Address:</strong> ECCLES HEALTH SCIENCES LIBRARY 10 N. 1900 E., BLDG. 589 SALT LAKE CITY, UTAH 84112</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-581-8771</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-581-3632</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:wayne@lib.med.utah.edu">wayne@lib.med.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Financial Contact</strong></td>
<td><strong>Financial Contact</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> GARY GLEDHILL MANAGER, RESEARCH ACCOUNTING UNIVERSITY OF UTAH 201 S. PRESIDENT'S CIRCLE, RM 406 SALT LAKE CITY, UTAH 84112-9020</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-581-7343</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-581-5835</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ggledhill@park.admin.utah.edu">ggledhill@park.admin.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Authorized Official</strong></td>
<td><strong>Authorized Official</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> BRENT BROWN DIRECTOR, OFFICE OF SPONSORED PROJECTS UNIVERSITY OF UTAH BLDG. 512, 75 S. 2000 E. SALT LAKE CITY, UT 84112-8930</td>
<td><strong>Name:</strong> ?</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-581-3003</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-585-5749</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Brent.Brown@osp.utah.edu">Brent.Brown@osp.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
</tbody>
</table>
The Yearly Technical Report if requested by University Project Director is due in sufficient time to be submitted to Funding Agency 60 days prior to start of next Budget Period. Submit the report to the University Project Director at the address specified in Attachment 3.

The following items are due 60 days after the end of the Budget Period each year and should be mailed to the University Administrative Contact as named in Attachment 3:

- Annual Final Financial report (including annual statement of Program Income if applicable)
- Audit report (a copy of the latest single audit report or letter certifying that an audit has been conducted)
- Invoice marked "FINAL"
- Annual list of Equipment purchased
- If applicable, current copy of IRB approval. OR current copy of IACUC approval.
- In accordance with 37 CFR 401.14, Collaborator shall notify University's Administrative Contact, as identified in Attachment 2, within 60 days after Collaborator's inventor discloses invention(s) in writing to Collaborator personnel responsible for patent matters. Collaborator shall use HHS Form 568 http://grants.nih.gov/grants/hhs568.pdf to report invention(s). A negative report is not required.
- In addition to complying with 50 CFR 604, Collaborator shall notify University's Administrative Contact, as identified in Attachment 2, within 60 days after a conflict of interest has been disclosed in writing to Collaborator's personnel responsible for conflict of interest matters. Collaborator shall notify University in writing to report any such conflict(s). A negative report is not required.

Within 60 days after the end of the Subaward Project Period, the following are due to the University Administrative Contact as named in Attachment 3:

- Composite list of Equipment purchased
- Composite Final Invention Statement (NIH form HHS 568)
- Collaborator's Release Form (provided by University)

Within 60 days after the end of the Subaward Project Period, the following are due to the University Project Director at the address specified in Attachment 3:

- Final Technical Report
- Final Invoice
Attachment 5
Subaward Agreement
NIH

Statement of Work
Attachment 6
Subaward Agreement
NIH

Budget

Direct Costs
Indirect Costs
TOTAL BUDGET $102,780.00
Subaward Agreement

<table>
<thead>
<tr>
<th>Institution/Organization (&quot;UNIVERSITY&quot;)</th>
<th>Institution/Organization (&quot;COLLABORATOR&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> UNIVERSITY OF UTAH</td>
<td><strong>Name:</strong> UNIVERSITY OF KANSAS</td>
</tr>
<tr>
<td><strong>Address:</strong> 75 SOUTH 2000 EAST, BLDG 522 RAB Salt Lake City, Utah 84112-8930</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Prime Award No.</strong></td>
<td><strong>Subaward No.</strong></td>
</tr>
<tr>
<td>RFP NLM 05-103/VMW</td>
<td></td>
</tr>
<tr>
<td><strong>Awarding Agency</strong></td>
<td><strong>CFDA No.</strong></td>
</tr>
<tr>
<td>NATIONAL NETWORK OF LIBRARIES OF MEDICINE</td>
<td>93.7</td>
</tr>
<tr>
<td><strong>Subaward Period of Performance</strong></td>
<td><strong>Amount Funded this Action</strong></td>
</tr>
<tr>
<td>MAY 1, 2006 TO APRIL 30, 2007</td>
<td><strong>Est. Total (if incrementally funded)</strong></td>
</tr>
<tr>
<td></td>
<td>$96,241.00</td>
</tr>
<tr>
<td><strong>Project Title</strong></td>
<td>$96,241.00</td>
</tr>
<tr>
<td>NATIONAL NETWORK OF LIBRARIES OF MEDICINE</td>
<td></td>
</tr>
<tr>
<td><strong>Reporting Requirements</strong> [See Attachment 4]</td>
<td></td>
</tr>
</tbody>
</table>

**Terms and Conditions**

1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.

2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, P.O. number and certification as to truth and accuracy of invoice. *Invoices that do not reference University's subaward number and P.O. number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21, J.49.

9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

By an Authorized Official of UNIVERSITY:

**Name** Brent K. Brown
**Title** Director, Sponsored Projects

By an Authorized Official of COLLABORATOR:

**Name**
**Title**

Date
Attachment 1
Subaward Agreement

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.

3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more that $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Collaborator assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings which impact this subaward.
Agency-Specific Certifications/Assurances

The following assurances/certifications are made and verified by Collaborator’s Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Section III of the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transportation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Delinquency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest.

General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period performance.
4. Collaborator assures, by signing this Subaward Agreement, that all Collaborator’s personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
5. Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the University. Any Prior approvals are to be sought from the University and not the Federal Awarding Agency.
6. Title to equipment costing $5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the FDP General Terms and Conditions.
7. All animals purchased under this agreement shall belong to Subrecipient.
8. Carry over of any unobligated balance into the next budget period requires University prior approval.

Special terms and conditions:

1. Copyrights—Collaborator grants to University an irrevocable, royalty-free, non-transferrable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward for the purpose of education and research or to the extent required to meet University’s obligations under it Prime Award.
2. Data Rights – Collaborator grants to University license to use data created in the performance of this Subaward for the purpose of education and research or to the extent required to meet University’s obligation under its Prime Award.
3. Fund Availability, CST 24-30-202 (5.5): Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
4. Collaborator acknowledges that University is a governmental entity and that the University is a governmental entity and is subject to the Utah Government Records Access and Management Act, Sec. 63-2-101 et seq., Utah Code Ann. (1997 and Supp. 2005) (“GRAMA”) and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp 2005). Pursuant to GRAMA, a sponsor of research may submit a single claim of business confidentiality concerning confidential business records exchanged during the research
project. Thereafter, no party may obtain confidential business records from the University absent a court order requiring the University to disclose the records.

5. It is understood that the University is a governmental entity and is subject to the Utah Governmental Immunity Act, Section 63-30d-101 et seq., Utah Code Ann. (1993 and Supp. 1999 and 2004 as amended) ("Act"). It is further understood that nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to the University under the Act, including without limitation, the provisions of Section 63-30d-604 regarding limitation of judgments.

(http://www.le.state.ut.us/~code/TITLE63/63_10.htm)
<table>
<thead>
<tr>
<th><strong>University Contacts</strong></th>
<th><strong>Collaborator Contacts</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative Contact</strong></td>
<td><strong>Administrative Contact</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> FIFI DONAOHE, GRANTS &amp; CONTRACTS OFFICER</td>
<td><strong>Name:</strong> UNIVERSITY OF KANSAS</td>
</tr>
<tr>
<td><strong>Address:</strong> OFFICE OF SPONSORED PROJECTS 75 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-585-6946</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-585-5749</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Fifi.Donahoe@osp.utah.edu">Fifi.Donahoe@osp.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Project Director</strong></td>
<td><strong>Project Director</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> WAYNE J. PEAY</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> ECCLES HEALTH SCIENCES LIBRARY SALT LAKE CITY, UTAH 84112</td>
<td><strong>Address:</strong> ?</td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-581-8771</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-581-3632</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:wayne@lib.med.utah.edu">wayne@lib.med.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Financial Contact</strong></td>
<td><strong>Financial Contact</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> GARY GLEDHILL MANAGER, RESEARCH ACCOUNTING UNIVERSITY OF UTAH 201 S. PRESIDENT'S CIRCLE, RM 406 SALT LAKE CITY, UTAH 84112-9020</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-581-7343</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-581-5835</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ggledhill@park.admin.utah.edu">ggledhill@park.admin.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Authorized Official</strong></td>
<td><strong>Authorized Official</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> BRENT K. BROWN DIRECTOR, SPONSORED PROJECTS UNIVERSITY OF UTAH 775 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</td>
<td><strong>Name:</strong> ?</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-581-3003</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-585-5749</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Brent.Brown@osp.utah.edu">Brent.Brown@osp.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
</tbody>
</table>
The Yearly Technical Report if requested by University Principal Investigator is due in sufficient time to be submitted to Funding Agency 60 days prior to start of next Budget Period. Submit the report to the University Principal Investigator at the address specified in paragraph 3.2.

The following items are due 60 days after the end of the Budget Period each year and should be mailed to the University Principal Investigator as named in paragraph 3.2:

Annual Final Financial report,
Audit report
Invoice marked “FINAL”
Annual Statement of Program Income
Annual list of Equipment purchased
Final Invention Statement (NIH form HHS 568)

Within 60 days after the end of the Agreement Project Period, the following are due to the University Principal Investigator at the address specified in paragraph 3.2:

Composite list of equipment purchased
Composite Final Invention Statement (NIH form HHS 568)
The Final Technical Report
Final Invoice
Attachment 5
Subaward Agreement
NIH

Statement of Work
Attachment 6
Subaward Agreement
NIH

Budget

?  

Direct Costs  $  
Indirect Costs  $  
TOTAL BUDGET  $96,241.00
# Subaward Agreement

<table>
<thead>
<tr>
<th>Institution/Organization (&quot;UNIVERSITY&quot;)</th>
<th>Institution/Organization (&quot;COLLABORATOR&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: UNIVERSITY OF UTAH</td>
<td>Name: UNIVERSITY OF MISSOURI-COLUMBIA</td>
</tr>
<tr>
<td>Address: 75 SOUTH 2000 EAST, BLDG 522 RAB Salt Lake City, Utah 84112-8930</td>
<td>Address:</td>
</tr>
<tr>
<td>Prime Award No.</td>
<td>EIN No.:</td>
</tr>
<tr>
<td>RFP NLM 05-103/VMW</td>
<td></td>
</tr>
<tr>
<td>Awarding Agency</td>
<td>Amount Funded this Action</td>
</tr>
<tr>
<td>NATIONAL NETWORK OF LIBRARIES OF MEDICINE</td>
<td>$97,208.00</td>
</tr>
<tr>
<td>Subaward Period of Performance</td>
<td></td>
</tr>
<tr>
<td>MAY 1, 2006 TO APRIL 30, 2007</td>
<td></td>
</tr>
<tr>
<td>Project Title</td>
<td></td>
</tr>
<tr>
<td>NATIONAL NETWORK OF LIBRARIES OF MEDICINE</td>
<td>Reporting Requirements</td>
</tr>
</tbody>
</table>

## Terms and Conditions

1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.

2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator’s standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, P.O. number and certification as to truth and accuracy of invoice. Invoices that do not reference University’s subaward number and P.O. number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party’s Financial Contact, as shown in Attachment 3.

3) A final statement of cumulative costs incurred, including cost sharing, marked “FINAL,” must be submitted to University’s Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator’s final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party’s Project Director, as shown in Attachment 3. Technical reports are required as shown above, “Reporting Requirements.”

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party’s Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party’s Authorized Official, as shown in Attachment 3.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party’s Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21, J.49.

9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

<table>
<thead>
<tr>
<th>By an Authorized Official of UNIVERSITY:</th>
<th>By an Authorized Official of COLLABORATOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Brent K. Brown</td>
<td>Name</td>
</tr>
<tr>
<td>Title: Director, Sponsored Projects</td>
<td>Date</td>
</tr>
</tbody>
</table>

186
By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

**Certification Regarding Lobbying**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.

3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more that $100,000 for each such failure.*

**Debarment, Suspension, and Other Responsibility Matters**

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**OMB Circular A-133 Assurance**

Collaborator assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings which impact this subaward.
Agency-Specific Certifications/Accurances
The following assurances/certifications are made and verified by Collaborator’s Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Section III of the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transportation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Delinquency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest.

General terms and conditions:
1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period performance.
4. Collaborator assures, by signing this Subaward Agreement, that all Collaborator’s personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
5. Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the University. Any Prior approvals are to be sought from the University and not the Federal Awarding Agency.
6. Title to equipment costing $5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the FDP General Terms and Conditions.
7. All animals purchased under this agreement shall belong to Subrecipient.
8. Carry over of any unobligated balance into the next budget period requires University prior approval.

Special terms and conditions:
1. Copyrights–Collaborator grants to University an irrevocable, royalty-free, non-transferrable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward for the purpose of education and research or to the extent required to meet University’s obligations under it Prime Award.
2. Data Rights – Collaborator grants to University license to use data created in the performance of this Subaward for the purpose of education and research or to the extent required to meet University’s obligation under its Prime Award.
3. Fund Availability, CST 24-30-202 (5.5): Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
4. Collaborator acknowledges that University is a governmental entity and that the University is a governmental entity and is subject to the Utah Government Records Access and Management Act, Sec. 63-2-101 et seq., Utah Code Ann. (1997 and Supp. 2005) (“GRAMA”) and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp 2005). Pursuant to GRAMA, a sponsor of research may submit a single claim of business confidentiality concerning confidential business records exchanged during the research
project. Thereafter, no party may obtain confidential business records from the University absent a court order requiring the University to disclose the records.

5. It is understood that the University is a governmental entity and is subject to the Utah Governmental Immunity Act, Section 63-30d-101 et seq., Utah Code Ann. (1993 and Supp. 1999 and 2004 as amended) ("Act"). It is further understood that nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to the University under the Act, including without limitation, the provisions of Section 63-30d-604 regarding limitation of judgments.

(http://www.leg.state.ut.us/~code/TITLE63/63_10.htm)
### University Contacts

<table>
<thead>
<tr>
<th>Administrative Contact</th>
<th>Collaborator Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> FIFI DONAHOE, GRANTS &amp; CONTRACTS OFFICER&lt;br&gt;<strong>Address:</strong> 75 SOUTH 2000 EAST, BLDG 512 RAB&lt;br&gt;SALT LAKE CITY, UTAH 84112-8930</td>
<td><strong>Name:</strong> UNIVERSITY OF MISSOURI-COLUMBIA&lt;br&gt;<strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-585-6946&lt;br&gt;<strong>Fax:</strong> 801-585-5749&lt;br&gt;<strong>Email:</strong> <a href="mailto:Fifi.Donahoe@osp.utah.edu">Fifi.Donahoe@osp.utah.edu</a></td>
<td><strong>Telephone:</strong> &lt;br&gt;<strong>Fax:</strong> &lt;br&gt;<strong>Email:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Project Director</strong></th>
<th><strong>Financial Contact</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> WAYNE J. PEAY&lt;br&gt;<strong>Address:</strong> ECCLES HEALTH SCIENCES LIBRARY&lt;br&gt;10 N. 1900 E., BLDG. 589&lt;br&gt;SALT LAKE CITY, UTAH 84112</td>
<td><strong>Name:</strong> GARY GLEDHILL&lt;br&gt;<strong>Address:</strong> UNIVERSITY OF UTAH&lt;br&gt;201 S. PRESIDENT'S CIRCLE, RM 406&lt;br&gt;SALT LAKE CITY, UTAH 84112-9020</td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-581-8771&lt;br&gt;<strong>Fax:</strong> 801-581-3632&lt;br&gt;<strong>Email:</strong> <a href="mailto:wayne@lib.med.utah.edu">wayne@lib.med.utah.edu</a></td>
<td><strong>Telephone:</strong> &lt;br&gt;<strong>Fax:</strong> &lt;br&gt;<strong>Email:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Authorized Official</strong></th>
<th><strong>Authorized Official</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> BRENT K. BROWN&lt;br&gt;<strong>Address:</strong> UNIVERSITY OF UTAH&lt;br&gt;775 SOUTH 2000 EAST, BLDG 512 RAB&lt;br&gt;SALT LAKE CITY, UTAH 84112-8930</td>
<td><strong>Name:</strong> &lt;br&gt;<strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-581-3003&lt;br&gt;<strong>Fax:</strong> 801-585-5749&lt;br&gt;<strong>Email:</strong> <a href="mailto:Brent.Brown@osp.utah.edu">Brent.Brown@osp.utah.edu</a></td>
<td><strong>Telephone:</strong> &lt;br&gt;<strong>Fax:</strong> &lt;br&gt;<strong>Email:</strong></td>
</tr>
</tbody>
</table>
Attachment 4
Subaward Agreement
NIH

The Yearly Technical Report if requested by University Principal Investigator is due in sufficient time to be submitted to Funding Agency 60 days prior to start of next Budget Period. Submit the report to the University Principal Investigator at the address specified in paragraph 3.2.

The following items are due 60 days after the end of the Budget Period each year and should be mailed to the University Principal Investigator as named in paragraph 3.2:

- Annual Final Financial report,
- Audit report
- Invoice marked “FINAL”
- Annual Statement of Program Income
- Annual list of Equipment purchased
- Final Invention Statement (NIH form HHS 568)

Within 60 days after the end of the Agreement Project Period, the following are due to the University Principal Investigator at the address specified in paragraph 3.2:

- Composite list of equipment purchased
- Composite Final Invention Statement (NIH form HHS 568)
- The Final Technical Report
- Final Invoice
Attachment 5
Subaward Agreement
NIH

Statement of Work
<table>
<thead>
<tr>
<th>Budget</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Costs</td>
<td>$</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL BUDGET</td>
<td>$97,208.00</td>
</tr>
</tbody>
</table>
# Subaward Agreement

## Institution/Organization ("UNIVERSITY")

### Name:
UNIVERSITY OF UTAH

### Address:
75 SOUTH 2000 EAST, BLDG 522 RAB
Salt Lake City, Utah 84112-8930

## Institution/Organization ("COLLABORATOR")

### Name:
UNIVERSITY OF NEBRASKA

### EIN No.:

## Prime Award No.
RFP NLM 05-103/VMW

## Subaward No.

## Awarding Agency
NATIONAL NETWORK OF LIBRARIES OF MEDICINE

## CFDA No.
93.?

## Subaward Period of Performance
MAY 1, 2006 TO APRIL 30, 2007

## Project Title
NATIONAL NETWORK OF LIBRARIES OF MEDICINE

### Reporting Requirements
[See Attachment 4]

## Terms and Conditions

1. University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.

2. University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, P.O. number and certification as to truth and accuracy of invoice. *Invoices that do not reference University's subaward number and P.O. number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.

4. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.

5. Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.

7. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8. Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21, J.49.

9. No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.

10. The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11. By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

---

### By an Authorized Official of UNIVERSITY:

<table>
<thead>
<tr>
<th>Name</th>
<th>Brent K. Brown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Director, Sponsored Projects</td>
</tr>
</tbody>
</table>

---

### By an Authorized Official of COLLABORATOR:

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
</tbody>
</table>
By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.

3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Collaborator assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings which impact this subaward.
Agency-Specific Certifications/Assurances

The following assurances/certifications are made and verified by Collaborator’s Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Section III of the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transportation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Delinquency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest.

General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period performance.
4. Collaborator assures, by signing this Subaward Agreement, that all Collaborator’s personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
5. Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the University. Any Prior approvals are to be sought from the University and not the Federal Awarding Agency.
6. Title to equipment costing $5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the FDP General Terms and Conditions.
7. All animals purchased under this agreement shall belong to Subrecipient.
8. Carry over of any unobligated balance into the next budget period requires University prior approval.

Special terms and conditions:

1. Copyrights—Collaborator grants to University an irrevocable, royalty-free, non-transferrable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward for the purpose of education and research or to the extent required to meet University’s obligations under it Prime Award.
2. Data Rights — Collaborator grants to University license to use data created in the performance of this Subaward for the purpose of education and research or to the extent required to meet University’s obligation under its Prime Award.
3. Fund Availability, CST 24-30-202 (5.5): Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
4. Collaborator acknowledges that University is a governmental entity and that the University is a governmental entity and is subject to the Utah Government Records Access and Management Act, Sec. 63-2-101 et seq., Utah Code Ann. (1997 and Supp. 2005) (“GRAMA”) and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp 2005). Pursuant to GRAMA, a sponsor of research may submit a single claim of business confidentiality concerning confidential business records exchanged during the research
project. Thereafter, no party may obtain confidential business records from the University absent a court order requiring the University to disclose the records.

5. It is understood that the University is a governmental entity and is subject to the Utah Governmental Immunity Act, Section 63-30d-101 et seq., Utah Code Ann. (1993 and Supp. 1999 and 2004 as amended) ("Act"). It is further understood that nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to the University under the Act, including without limitation, the provisions of Section 63-30d-604 regarding limitation of judgments.

(http://www.le.state.ut.us/~code/TITLE63/63_10.htm)
<table>
<thead>
<tr>
<th>University Contacts</th>
<th>Collaborator Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Contact</td>
<td>Administrative Contact</td>
</tr>
<tr>
<td>Name: FIFI DONAHOE, GRANTS &amp;</td>
<td>Name: ?</td>
</tr>
<tr>
<td>CONTRACTS OFFICER</td>
<td>UNIVERSITY OF NEBRASKA</td>
</tr>
<tr>
<td>OFFICE OF SPONSORED PROJECTS</td>
<td>Address:</td>
</tr>
<tr>
<td>75 SOUTH 2000 EAST, BLDG 512 RAB</td>
<td>Telephone:</td>
</tr>
<tr>
<td>SALT LAKE CITY, UTAH 84112-8930</td>
<td>Fax:</td>
</tr>
<tr>
<td>Telephone: 801-585-6946</td>
<td>Email:</td>
</tr>
<tr>
<td>Fax: 801-585-5749</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Fifl.Donahoe@osp.utah.edu">Fifl.Donahoe@osp.utah.edu</a></td>
<td></td>
</tr>
<tr>
<td>Project Director</td>
<td>Project Director</td>
</tr>
<tr>
<td>Name: WAYNE J. PEAY</td>
<td>Name: ?</td>
</tr>
<tr>
<td>Address: ECCLES HEALTH SCIENCES</td>
<td>Address:</td>
</tr>
<tr>
<td>LIBRARY 10 N. 1900 E., BLDG. 589</td>
<td>Telephone:</td>
</tr>
<tr>
<td>SALT LAKE CITY, UTAH 84112</td>
<td>Fax:</td>
</tr>
<tr>
<td>Telephone: 801-581-8771</td>
<td>Email:</td>
</tr>
<tr>
<td>Fax: 801-581-3632</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:wayne@lib.med.utah.edu">wayne@lib.med.utah.edu</a></td>
<td></td>
</tr>
<tr>
<td>Financial Contact</td>
<td>Financial Contact</td>
</tr>
<tr>
<td>Name: GARY GLEDHILL</td>
<td>Name:</td>
</tr>
<tr>
<td>MANAGER, RESEARCH ACCOUNTING</td>
<td>Address:</td>
</tr>
<tr>
<td>UNIVERSITY OF UTAH</td>
<td>Telephone:</td>
</tr>
<tr>
<td>201 S. PRESIDENT'S CIRCLE, RM 406</td>
<td>Fax:</td>
</tr>
<tr>
<td>SALT LAKE CITY, UTAH 84112-9020</td>
<td>Email:</td>
</tr>
<tr>
<td>Telephone: 801-581-7343</td>
<td></td>
</tr>
<tr>
<td>Fax: 801-581-5835</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:ggledhill@park.admin.utah.edu">ggledhill@park.admin.utah.edu</a></td>
<td></td>
</tr>
<tr>
<td>Authorized Official</td>
<td>Authorized Official</td>
</tr>
<tr>
<td>Name: BRENT K. BROWN</td>
<td>Name: ?</td>
</tr>
<tr>
<td>DIRECTOR, SPONSORED PROJECTS</td>
<td>Address:</td>
</tr>
<tr>
<td>UNIVERSITY OF UTAH</td>
<td>Telephone:</td>
</tr>
<tr>
<td>775 SOUTH 2000 EAST, BLDG 512 RAB</td>
<td>Fax:</td>
</tr>
<tr>
<td>SALT LAKE CITY, UTAH 84112-8930</td>
<td>Email:</td>
</tr>
<tr>
<td>Telephone: 801-581-3003</td>
<td></td>
</tr>
<tr>
<td>Fax: 801-585-5749</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Brent.Brown@osp.utah.edu">Brent.Brown@osp.utah.edu</a></td>
<td></td>
</tr>
</tbody>
</table>
Attachment 4
Subaward Agreement
NIH

The Yearly Technical Report if requested by University Principal Investigator is due in sufficient time to be submitted to Funding Agency 60 days prior to start of next Budget Period. Submit the report to the University Principal Investigator at the address specified in paragraph 3.2

The following items are due 60 days after the end of the Budget Period each year and should be mailed to the University Principal Investigator as named in paragraph 3.2:

- Annual Final Financial report,
- Audit report
- Invoice marked “FINAL”
- Annual Statement of Program Income
- Annual list of Equipment purchased
- Final Invention Statement (NIH form HHS 568)

Within 60 days after the end of the Agreement Project Period, the following are due to the University Principal Investigator at the address specified in paragraph 3.2

- Composite list of equipment purchased
- Composite Final Invention Statement (NIH form HHS 568)
- The Final Technical Report
- Final Invoice
Attachment 5
Subaward Agreement
NIH

Statement of Work
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Costs</td>
<td>$</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL BUDGET</strong></td>
<td><strong>$92,321.00</strong></td>
</tr>
</tbody>
</table>
Subaward Agreement

<table>
<thead>
<tr>
<th>Institution/Organization (&quot;UNIVERSITY&quot;)</th>
<th>Institution/Organization (&quot;COLLABORATOR&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: UNIVERSITY OF UTAH</td>
<td>Name: UNIVERSITY OF WASHINGTON</td>
</tr>
<tr>
<td>Address: OFFICE OF SPONSORED PROJECTS</td>
<td></td>
</tr>
<tr>
<td>75 SOUTH 2000 EAST, BLDG 522 RAB</td>
<td></td>
</tr>
<tr>
<td>Salt Lake City, Utah 84112-8930</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime Award No.</th>
<th>Subaward No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP NLM 05-103/VMW</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Awarding Agency</th>
<th>CFDA No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NATIONAL NETWORK OF LIBRARIES OF MEDICINE</td>
<td>93.7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subaward Period of Performance</th>
<th>Amount Funded this Action</th>
<th>Est. Total (if incrementally funded)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAY 1, 2006 TO APRIL 30, 2007</td>
<td>$91,252.00</td>
<td>$91,252.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Reporting Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>NATIONAL NETWORK OF LIBRARIES OF MEDICINE</td>
<td>[See Attachment 4]</td>
</tr>
</tbody>
</table>

Terms and Conditions

1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.

2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, P.O. number and certification as to truth and accuracy of invoice. Invoices that do not reference University's subaward number and P.O. number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21, J.49.

9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

<table>
<thead>
<tr>
<th>By an Authorized Official of UNIVERSITY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Brent K. Brown</td>
</tr>
<tr>
<td>Title: Director, Sponsored Projects</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By an Authorized Official of COLLABORATOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>
By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

**Certification Regarding Lobbying**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.

3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more that $100,000 for each such failure.

**Debarment, Suspension, and Other Responsibility Matters**

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**OMB Circular A-133 Assurance**

Collaborator assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings which impact this subaward.
Agency-Specific Certifications/Assurances

The following assurances/certifications are made and verified by Collaborator’s Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Section III of the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transportation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Deficiency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest.

General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period performance.
4. Collaborator assures, by signing this Subaward Agreement, that all Collaborator’s personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
5. Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the University. Any Prior approvals are to be sought from the University and not the Federal Awarding Agency.
6. Title to equipment costing $5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the FDP General Terms and Conditions.
7. All animals purchased under this agreement shall belong to Subrecipient.
8. Carry over of any unobligated balance into the next budget period requires University prior approval.

Special terms and conditions:

1. Copyrights—Collaborator grants to University an irrevocable, royalty-free, non-transferrable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward for the purpose of education and research or to the extent required to meet University’s obligations under it Prime Award.
2. Data Rights — Collaborator grants to University license to use data created in the performance of this Subaward for the purpose of education and research or to the extent required to meet University’s obligation under its Prime Award.
3. Fund Availability, CST 24-30-202 (5.5): Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
4. Collaborator acknowledges that University is a governmental entity and that the University is a governmental entity and is subject to the Utah Government Records Access and Management Act, Sec. 63-2-101 et seq., Utah Code Ann. (1997 and Supp. 2005) (“GRAMA”) and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp 2005). Pursuant to GRAMA, a sponsor of research may submit a single claim of business confidentiality concerning confidential business records exchanged during the research
project. Thereafter, no party may obtain confidential business records from the University absent a court order requiring the University to disclose the records.

5. It is understood that the University is a governmental entity and is subject to the Utah Governmental Immunity Act, Section 63-30d-101 et seq., Utah Code Ann. (1993 and Supp. 1999 and 2004 as amended) ("Act"). It is further understood that nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to the University under the Act, including without limitation, the provisions of Section 63-30d-604 regarding limitation of judgments.
(http://www.leg.state.ut.us/~code/TITLE63/63_10.htm)
### Attachment 3

#### Subaward Agreement

<table>
<thead>
<tr>
<th>University Contacts</th>
<th>Collaborator Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative Contact</strong></td>
<td><strong>Administrative Contact</strong></td>
</tr>
<tr>
<td>Name: FIFI DONAHOE, GRANTS &amp; CONTRACTS OFFICER OFFICE OF SPONSORED PROJECTS</td>
<td>Name: UNIVERSITY OF WASHINGTON</td>
</tr>
<tr>
<td>Address: 75 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</td>
<td>Address:</td>
</tr>
<tr>
<td>Telephone: 801-585-6946</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax: 801-585-5749</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email: <a href="mailto:Fifi.Donahoe@osp.utah.edu">Fifi.Donahoe@osp.utah.edu</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>

| **Project Director**                                     |                                                          |
| Name: WAYNE J. PEAY                                       |                                                          |
| Address: ECCLES HEALTH SCIENCES LIBRARY 10 N. 1900 E., BLDG. 589 SALT LAKE CITY, UTAH 84112 |                                                          |
| Telephone: 801-581-8771                                   |                                                          |
| Fax: 801-581-3632                                        |                                                          |
| Email: wayne@lib.med.utah.edu                            |                                                          |

| **Financial Contact**                                    | **Financial Contact**                                     |
| Name: GARY GLEDHILL MANAGER, RESEARCH ACCOUNTING UNIVERSITY OF UTAH 201 S. PRESIDENT'S CIRCLE, RM 406 SALT LAKE CITY, UTAH 84112-9020 | Name:                                                     |
| Address:                                                 | Address:                                                  |
| Telephone: 801-581-7343                                   | Telephone:                                                 |
| Fax: 801-581-5835                                        | Fax:                                                       |
| Email: ggledhill@park.admin.utah.edu                     | Email:                                                     |

| **Authorized Official**                                  | **Authorized Official**                                    |
| Name: BRENT K. BROWN DIRECTOR, SPONSORED PROJECTS UNIVERSITY OF UTAH 775 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930 | Name:                                                     |
| Address:                                                 | Address:                                                  |
| Telephone: 801-581-3003                                   | Telephone:                                                 |
| Fax: 801-585-5749                                        | Fax:                                                       |
| Email: Brent.Brown@osp.utah.edu                          | Email:                                                     |
Attachment 4
Subaward Agreement
NIH

The Yearly Technical Report if requested by University Principal Investigator is due in sufficient time to be submitted to Funding Agency 60 days prior to start of next Budget Period. Submit the report to the University Principal Investigator at the address specified in paragraph 3.2

The following items are due 60 days after the end of the Budget Period each year and should be mailed to the University Principal Investigator as named in paragraph 3.2:

- Annual Final Financial report,
- Audit report
- Invoice marked “FINAL”
- Annual Statement of Program Income
- Annual list of Equipment purchased
- Final Invention Statement (NIH form HHS 568)

Within 60 days after the end of the Agreement Project Period, the following are due to the University Principal Investigator at the address specified in paragraph 3.2

- Composite list of equipment purchased
- Composite Final Invention Statement (NIH form HHS 568)
- The Final Technical Report
- Final Invoice
Attachment 5
Subaward Agreement
NIH

Statement of Work
Attachment 6
Subaward Agreement
NIH

Budget

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Costs</td>
<td>$</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL BUDGET</td>
<td>$91,252.00</td>
</tr>
</tbody>
</table>
# Subaward Agreement

<table>
<thead>
<tr>
<th>Institution/Organization (&quot;UNIVERSITY&quot;)</th>
<th>Institution/Organization (&quot;COLLABORATOR&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: UNIVERSITY OF UTAH</td>
<td>Name: UNIVERSITY OF WYOMING</td>
</tr>
<tr>
<td>Address: OFFICE OF SPONSORED PROJECTS 75 SOUTH 2000 EAST, BLDG 522 RAB Salt Lake City, Utah 84112-8930</td>
<td>Address:</td>
</tr>
<tr>
<td>Prime Award No.</td>
<td>Subaward No.</td>
</tr>
<tr>
<td>RFP NLM 05-103/VMW</td>
<td></td>
</tr>
<tr>
<td>Awarding Agency</td>
<td>CFDA No.</td>
</tr>
<tr>
<td>NATIONAL NETWORK OF LIBRARIES OF MEDICINE</td>
<td>93.5</td>
</tr>
<tr>
<td>Subaward Period of Performance</td>
<td>Amount Funded this Action</td>
</tr>
<tr>
<td>MAY 1, 2006 TO APRIL 30, 2007</td>
<td>$67,388.00</td>
</tr>
<tr>
<td>Project Title</td>
<td>Reporting Requirements</td>
</tr>
<tr>
<td>NATIONAL NETWORK OF LIBRARIES OF MEDICINE</td>
<td></td>
</tr>
</tbody>
</table>

## Terms and Conditions

1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.

2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator’s standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, P.O. number and certification as to truth and accuracy of invoice. Invoices that do not reference University’s subaward number and P.O. number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party’s Financial Contact, as shown in Attachment 3.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University’s Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator’s final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party’s Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party’s Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party’s Authorized Official, as shown in Attachment 3.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party’s Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21, J.49.

9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

By an Authorized Official of UNIVERSITY: __________________________ Date __________________________

Name: Brent K. Brown
Title: Director, Sponsored Projects

By an Authorized Official of COLLABORATOR: __________________________ Date __________________________

Name: __________________________
Title: __________________________
By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.

3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more that $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Collaborator assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings which impact this subaward.
Agency-Specific Certifications/Assurances
The following assurances/certifications are made and verified by Collaborator’s Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Section III of the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transportation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Delinquency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest.

General terms and conditions:
1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period performance.
4. Collaborator assures, by signing this Subaward Agreement, that all Collaborator’s personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
5. Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the University. Any Prior approvals are to be sought from the University and not the Federal Awarding Agency.
6. Title to equipment costing $5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the FDP General Terms and Conditions.
7. All animals purchased under this agreement shall belong to Subrecipient.
8. Carry over of any unobligated balance into the next budget period requires University prior approval.

Special terms and conditions:
1. Copyrights – Collaborator grants to University an irrevocable, royalty-free, non-transferrable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward for the purpose of education and research or to the extent required to meet University’s obligations under it Prime Award.
2. Data Rights – Collaborator grants to University license to use data created in the performance of this Subaward for the purpose of education and research or to the extent required to meet University’s obligation under its Prime Award.
3. Fund Availability, CST 24-30-202 (5.5): Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
4. Collaborator acknowledges that University is a governmental entity and that the University is a governmental entity and is subject to the Utah Governmental Records Access and Management Act, Sec. 63-2-101 et seq., Utah Code Ann. (1997 and Supp. 2005) (“GRAMA”) and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp 2005). Pursuant to GRAMA, a sponsor of research may submit a single claim of business confidentiality concerning confidential business records exchanged during the research
project. Thereafter, no party may obtain confidential business records from the University absent a court order requiring the University to disclose the records.

5. It is understood that the University is a governmental entity and is subject to the Utah Governmental Immunity Act, Section 63-30d-101 et seq., Utah Code Ann. (1993 and Supp. 1999 and 2004 as amended) ("Act"). It is further understood that nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to the University under the Act, including without limitation, the provisions of Section 63-30d-604 regarding limitation of judgments.

(http://www.leg.state.ut.us/~code/TITLE63/63_10.htm)
## Attachment 3
### Subaward Agreement

<table>
<thead>
<tr>
<th>University Contacts</th>
<th>Collaborator Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative Contact</strong></td>
<td><strong>Administrative Contact</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> FIFI DONAHOE, GRANTS &amp; CONTRACTS OFFICER</td>
<td><strong>Name:</strong> UNIVERSITY OF WYOMING</td>
</tr>
<tr>
<td><strong>Address:</strong> OFFICE OF SPONSORED PROJECTS 75 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-585-6946</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-585-5749</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Fifi.Donahoe@osp.utah.edu">Fifi.Donahoe@osp.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Project Director</strong></th>
<th><strong>Project Director</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> WAYNE J. PEAY</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> ECCLES HEALTH SCIENCES LIBRARY 10 N. 1900 E., BLDG. 589 SALT LAKE CITY, UTAH 84112</td>
<td><strong>Address:</strong> ?</td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-581-8771</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-581-3632</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:wayne@lib.med.utah.edu">wayne@lib.med.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Financial Contact</strong></th>
<th><strong>Financial Contact</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> GARY GLEDHILL MANAGER, RESEARCH ACCOUNTING</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> UNIVERSITY OF UTAH 201 S. PRESIDENT'S CIRCLE, RM 406 SALT LAKE CITY, UTAH 84112-9020</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-581-7343</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-581-5835</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ggledhill@park.admin.utah.edu">ggledhill@park.admin.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Authorized Official</strong></th>
<th><strong>Authorized Official</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> BRENT K. BROWN DIRECTOR, SPONSORED PROJECTS</td>
<td><strong>Name:</strong> ?</td>
</tr>
<tr>
<td><strong>Address:</strong> UNIVERSITY OF UTAH 775 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> 801-581-3003</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 801-585-5749</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Brent.Brown@osp.utah.edu">Brent.Brown@osp.utah.edu</a></td>
<td><strong>Email:</strong></td>
</tr>
</tbody>
</table>
Attachment 4
Subaward Agreement
NIH

The Yearly Technical Report if requested by University Principal Investigator is due in sufficient time to be submitted to Funding Agency 60 days prior to start of next Budget Period. Submit the report to the University Principal Investigator at the address specified in paragraph 3.2.

The following items are due 60 days after the end of the Budget Period each year and should be mailed to the University Principal Investigator as named in paragraph 3.2:

- Annual Final Financial report,
- Audit report
- Invoice marked “FINAL”
- Annual Statement of Program Income
- Annual list of Equipment purchased
- Final Invention Statement (NIH form HHS 568)

Within 60 days after the end of the Agreement Project Period, the following are due to the University Principal Investigator at the address specified in paragraph 3.2:

- Composite list of equipment purchased
- Composite Final Invention Statement (NIH form HHS 568)
- The Final Technical Report
- Final Invoice
Attachment 5
Subaward Agreement
NIH

Statement of Work
<table>
<thead>
<tr>
<th>Budget</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Costs</td>
<td>$</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL BUDGET</td>
<td>$67,388.00</td>
</tr>
</tbody>
</table>
Appendix 11
Subcontractors Representations and Certifications
PART IV - SECTION K
Representations, Certifications, and Other Statements of Offerors (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

1. FAR 52.203-2 Certification of Independent Price Determination
2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
3. FAR 52.204-3 Taxpayer Identification
4. FAR 52.204-5 Women-Owned Business (Other Than Small Business)
5. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
6. FAR 52.215-6 Place of Performance
7. FAR 52.219-1 Small Business Program Representations
8. FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
9. FAR 52.219-21 Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
10. FAR 52.219-22 Small Disadvantaged Business Status
11. FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
12. FAR 52.222-22 Previous Contracts and Compliance Reports
13. FAR 52.222-25 Affirmative Action Compliance
14. FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements
16. FAR 52.223-4 Recovered Material Certification
17. FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products, Alternate I
18. FAR 52.223-13 Certification of Toxic Chemical Release Reporting
19. FAR 52.225-2 Buy American Act Certificate
21. FAR 52.225-6 Trade Agreements Certificate
22. FAR 52.226-2 Historically Black College or University and Minority Institution Representation
23. FAR 52.227-6 Royalty Information
24. FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

Creighton University

(Name of Offeror)

(Signature of Authorized Individual)

Daniel E. Burkey, VP Administration & Finance

(Typed Name of Authorized Individual)

05-330-9332

(DUNS Number)

(RFP No.) 44106

(Date)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

Representations and Certifications - Negotiated 1

SEPTEMBER, 2005

219
1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1988)**

   [NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

   (a) The offeror certifies that:

   (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

   (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

   (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

   (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

   (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

   [Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

   (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

   (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

   (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPTEMBER 2005)**

   (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

   (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

   (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

Representations and Certifications - Negotiated 2 SEPTEMBER, 2005
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

3. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

(a) Definitions.

*Common parent*, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

*Taxpayer Identification Number (TIN)*, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) **Taxpayer Identification Number (TIN).**

[X] TIN: 47-0376583

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) **Type of organization.**

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[X] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other __________________________

Representations and Certifications - Negotiated 3 SEPTEMBER, 2005

221
(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name __________________________

TIN __________________________

4. S2.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it [ ] is a women-owned business concern.

5. S2.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)

(NOTE: Applies to contracts expected to exceed $100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals --

(A) Are [ ], are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ], have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ], are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(ii) The Offeror has [ ], has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

Representations and Certifications - Negotiated 4 SEPTEMBER, 2005
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

6. 52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<table>
<thead>
<tr>
<th>Place of Performance (Street Address)</th>
<th>Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent</th>
</tr>
</thead>
</table>

7. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].

(2) The small business size standard is [INSERT SIZE STANDARD].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

Representations and Certifications - Negotiated

SEPTEMBER, 2005
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ________________________________) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.
Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

8. 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a) [includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) Definition

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (Check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)
9. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(Note: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<table>
<thead>
<tr>
<th>No. of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 or fewer</td>
<td>$1 million or less</td>
</tr>
<tr>
<td>51 - 100</td>
<td>$1,000,001 - $2 million</td>
</tr>
<tr>
<td>101 - 250</td>
<td>$2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>251 - 500</td>
<td>$3,500,001 - $5 million</td>
</tr>
<tr>
<td>501 - 750</td>
<td>$5,000,001 - $10 million</td>
</tr>
<tr>
<td>751 - 1,000</td>
<td>$10,000,001 - $17 million</td>
</tr>
<tr>
<td>Over 1,000</td>
<td>Over $17 million</td>
</tr>
</tbody>
</table>

The ten targeted industries are as follows:

<table>
<thead>
<tr>
<th>Product Service Code</th>
<th>SIC Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G004</td>
<td>8742</td>
<td>Counseling/Training/Social Rehabilitation Services</td>
</tr>
<tr>
<td>J099</td>
<td>7699</td>
<td>Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems &amp; Visible Record Equipment)</td>
</tr>
<tr>
<td>K099</td>
<td>7699</td>
<td>Modification of Equipment (misc.)</td>
</tr>
<tr>
<td>Q210</td>
<td>8099, 8742</td>
<td>General Health Care Services</td>
</tr>
<tr>
<td>R406</td>
<td>8742</td>
<td>Policy Review/Development Services</td>
</tr>
<tr>
<td>R497</td>
<td>7299</td>
<td>Personal Services</td>
</tr>
<tr>
<td>6505</td>
<td>2833, 2834</td>
<td>Drugs and Biologies</td>
</tr>
<tr>
<td>7045</td>
<td>3572, 3695</td>
<td>ADP Supplies</td>
</tr>
<tr>
<td>7110</td>
<td>5065</td>
<td>Office Furniture</td>
</tr>
<tr>
<td>7510</td>
<td>5021</td>
<td>Office Supplies</td>
</tr>
</tbody>
</table>

Representations and Certifications - Negotiated
10. SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)

(Note: This applies to competitive solicitations over $500,000.)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either:
   (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
      (A) No material change in disadvantaged ownership and control has occurred since its certification;
      (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
      (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

   (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(i) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: __________)

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

   (1) Be punished by imposition of a fine, imprisonment, or both;
   (2) Be subject to administrative remedies, including suspension and debarment; and
   (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)


As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address ______ is, ______ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed
application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

11. **52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)**

(Appplies to all contracts for supplies over $2,500. See FAR 22.1503 for more information)

a. **Definition.**

*Forced or indentured child labor means all work or service—*

1. Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

2. Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. **Listed end products.** The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

   **Listed End Product**

   ______________________

   **Listed Countries of Origin**

   ______________________

c. **Certification.** The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

   ☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

   ☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

12. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that —

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**Representations and Certifications - Negotiated**

10 SEPTEMBER, 2005
13. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it has developed and has on file, and (b) it has not previously had contracts subject to the written affirmative action programs requirement of the Secretary of Labor.

14. **52.222-38 COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)**

By submission of its offer, the offeror represents that it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

15. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION (AUGUST 1996)**

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment. If the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

(a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [ ] does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

16. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

(This certification is applicable to solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.)

Representations and Certifications - Negotiated 11 SEPTEMBER, 2005

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

**CERTIFICATION**

I, _____________________________________________________________ (name of certifier), an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

18. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 2003)**

**NOTE:** This certification is applicable for all solicitations for competitive contracts expected to exceed $100,000 and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States and its outlying areas.

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- ☒ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

- ☒ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

- ☒ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
(iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).
(B) Major group code 12 (except 1241).
(C) Major group codes 20 through 39.
(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to

(v) The facility is not located in or its outlying areas.

19. **52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)**

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act—North American Free Trade Agreement—Israeli Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(b) Foreign End Products:

Line Item No.:________________________
Country of Origin:_____________________
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

20. **52.225-4 BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT CERTIFICATE (JANUARY 2005)**

[Note: This provision is applicable for requirements for supplies or services involving the furnishing of supplies with a cost exceeding $25,000 but less than $175,000, EXCEPT for small businesses or any other exemption cited at FAR 25.401.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “end product of Australia, Canada, Chile, Mexico, or Singapore,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:
END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS

Line Item No.: ____________________________
Country of Origin: ____________________________
(List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products
Line Item No.: ____________________________
Country of Origin: ____________________________
(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (JAN 2004) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $25,000 or more but is less than $50,000.]

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:
Line Item No.: ____________________________
(List as necessary)

ALTERNATE II (JAN 2004) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $50,000 or more, but is less than $88,550.]

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products
Line Item No.: ____________________________
Country of Origin: ____________________________
(List as necessary)

21. 52.225-6 TRADE AGREEMENTS CERTIFICATE - (JANUARY 2005)

[Note: This provision is applicable for acquisitions valued at $175,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Representations and Certifications - Negotiated 14 SEPTEMBER, 2005
Other End Products
Line Item No.: ____________________________
Country of Origin: ________________________
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For the items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

22. 52.226-2  HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)

(a) Definitions. As used in this provision--

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

  1) is ☑ not a Historically Black College or University;
  2) is ☑ not a Minority Institution.

23. 52.227-6  ROYALTY INFORMATION - (APRIL 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

  (1) Name and address of licensor.
  (2) Date of license agreement.
  (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
  (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  (5) Percentage or dollar rate of royalty per unit.
  (6) Unit price of contract item.
  (7) Number of units.
  (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer, before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific parents.

Representations and Certifications - Negotiated 15 SEPTEMBER, 2008
(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

24. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor’s facility.

(b) As an aid in determining the Government’s need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualify as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror’s response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]-

☒ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☒ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

................................................................................................................................................................ .........................

NOTE: “Limited rights data” and “Restricted computer software” are defined in the contract clause entitled “Rights in Data-General.”

Representations and Certifications - Negotiated 16 SEPTEMBER, 2005

234
PART IV - SECTION K
Representations, Certifications, and Other Statements of Offerors (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

1. FAR 52.203-2 Certification of Independent Price Determination
2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
3. FAR 52.204-3 Taxpayer Identification
4. FAR 52.204-5 Women-Owned Business (Other Than Small Business)
5. FAR 52.209-3 Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
6. FAR 52.215-6 Place of Performance
7. FAR 52.219-1 Small Business Program Representations
8. FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
9. FAR 52.219-21 Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
10. FAR 52.219-22 Small Disadvantaged Business Status
11. FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
12. FAR 52.222-22 Previous Contracts and Compliance Reports
13. FAR 52.222-25 Affirmative Action Compliance
14. FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements
16. FAR 52.223-4 Recovered Material Certification
17. FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products, Alternate I
18. FAR 52.223-13 Certification of Toxic Chemical Release Reporting
19. FAR 52.225-2 Buy American Act Certificate
21. FAR 52.225-6 Trade Agreements Certificate
22. FAR 52.226-2 Historically Black College or University and Minority Institution Representation
23. FAR 52.227-6 Royalty Information
24. FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

University of Kansas Medical Center Research Institute, Inc.
(Name of Offeror)

Ted R. Knous, Ph.D.
(Typed Name of Authorized Individual)

DUNS Number

016060860

(RFP No.)

4.7.05
(Date)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.
1. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above. [Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPTEMBER 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

3. 52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(e) and 3235(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN: 481108830
[ ] TIN has been applied for.
[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of the Federal Government.

(c) Type of organization.

[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization, per 26 CFR 1.6049-4;
[ ] Other 501(c)(3) Completely affiliated with Educational Institution

Representations and Certifications - Negotiated 3 SEPTEMBER, 2005

237
(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[ ] Name and TIN of common parent:
Name ________________________________
TIN ________________________________

4. 52.204-5  WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it [ ] is a women-owned business concern.

5. 52.209-8  CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)

(NOTE: Applies to contracts expected to exceed $100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals —

(A) Are [ ], are not [X] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ], have not [X], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ], are not [X] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(ii) The Offeror has [ ], has not [X], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

6. 52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<table>
<thead>
<tr>
<th>Place of Performance (Street Address)</th>
<th>Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent</th>
</tr>
</thead>
<tbody>
<tr>
<td>(City, State, County, Zip Code)</td>
<td></td>
</tr>
</tbody>
</table>

7. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].

(2) The small business size standard is [INSERT SIZE STANDARD].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [X] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [X] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [X] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as a part of its offer, that—

(i) It [ ] is, [X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [X] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and

(ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.
Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

8. 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a) [includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) Definition

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)
<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] 50 or fewer</td>
<td>[ ] $1 million or less</td>
</tr>
<tr>
<td>[ ] 51 - 100</td>
<td>[ ] $1,000,001 - $2 million</td>
</tr>
<tr>
<td>[ ] 101 - 250</td>
<td>[ ] $2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>[ ] 251 - 500</td>
<td>[ ] $3,000,001 - $5 million</td>
</tr>
<tr>
<td>[ ] 501 - 750</td>
<td>[ ] $5,000,001 - $10 million</td>
</tr>
<tr>
<td>[ ] 751 - 1,000</td>
<td>[ ] $10,000,001 - $17 million</td>
</tr>
<tr>
<td>[ ] Over 1,000</td>
<td>[ ] Over $17 million</td>
</tr>
</tbody>
</table>

9. SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<table>
<thead>
<tr>
<th>No. of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] 50 or fewer</td>
<td>[ ] $1 million or less</td>
</tr>
<tr>
<td>[ ] 51 - 100</td>
<td>[ ] $1,000,001 - $2 million</td>
</tr>
<tr>
<td>[ ] 101 - 250</td>
<td>[ ] $2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>[ ] 251 - 500</td>
<td>[ ] $3,000,001 - $5 million</td>
</tr>
<tr>
<td>[ ] 501 - 750</td>
<td>[ ] $5,000,001 - $10 million</td>
</tr>
<tr>
<td>[ ] 751 - 1,000</td>
<td>[ ] $10,000,001 - $17 million</td>
</tr>
<tr>
<td>[ ] Over 1,000</td>
<td>[ ] Over $17 million</td>
</tr>
</tbody>
</table>

The ten targeted industries are as follows:

- **Product Service Code**
- **SIC Code**
- **Description**

<table>
<thead>
<tr>
<th>G004</th>
<th>8742</th>
<th>Counseling/Training/Social Rehabilitation Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>J099</td>
<td>7699</td>
<td>Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems &amp; Visible Record Equipment)</td>
</tr>
<tr>
<td>K099</td>
<td>7699</td>
<td>Modification of Equipment (misc.)</td>
</tr>
<tr>
<td>Q210</td>
<td>8099, 8742</td>
<td>General Health Care Services</td>
</tr>
<tr>
<td>R406</td>
<td>8742</td>
<td>Policy Review/Development Services</td>
</tr>
<tr>
<td>R497</td>
<td>7299</td>
<td>Personal Services</td>
</tr>
<tr>
<td>6505</td>
<td>2833, 2834, 2835, 2836</td>
<td>Drugs and Biologics</td>
</tr>
<tr>
<td>7045</td>
<td>3572, 3695, 5065</td>
<td>ADP Supplies</td>
</tr>
<tr>
<td>7110</td>
<td>5021</td>
<td>Office Furniture</td>
</tr>
<tr>
<td>7510</td>
<td>5112</td>
<td>Office Supplies</td>
</tr>
</tbody>
</table>

Representations and Certifications - Negotiated 8 SEPTEMBER, 2005
10. SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)

(Note: This applies to competitive solicitations over $500,000.)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

   (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

      (A) No material change in disadvantaged ownership and control has occurred since its certification;

      (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

      (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

   (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _______________.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

   (1) Be punished by imposition of a fine, imprisonment, or both;

   (2) Be subject to administrative remedies, including suspension and debarment; and

   (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)


As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

   (3) Address. The offeror represents that its address is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.ai-net.gov/Ref/Cntrs/adjustments.htm. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed

Representations and Certifications - Negotiated 9 SEPTEMBER, 2005
application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

11. **52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)**

(Applies to all contracts for supplies over $2,500. See FAR 22.1503 for more information)

a. **Definition.**

   Forced or indentured child labor means all work or service—

   (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

   (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. **Listed and products.** The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

   Listed End Product

   List of Countries of Origin

   c. **Certification.** The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

      [X] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

      [ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

12. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

Representations and Certifications - Negotiated

10

SEPTEMBER, 2005

244
13. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)

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

14. 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

15. 52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION (AUGUST 1996)

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

(a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [ ], does not certify [ ], that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are or can be based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

16. 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

Representations and Certifications - Negotiated 11  SEPTEMBER, 2005

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

**CERTIFICATION**

I, ________________ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

18. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 2003)**

**NOTE:** This certification is applicable for all solicitations for competitive contracts expected to exceed $100,000 and competitive (a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States and its outlying areas.

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

1. As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

2. None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

   [ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

   [ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

   [ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
19. **52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)**

(Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies.”

(b) Foreign End Products:

Line Item No.: _NZA_

Country of Origin: _____________________________

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

20. **52.225-4 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT CERTIFICATE (JANUARY 2005)**

(Note: This provision is applicable for requirements for supplies or services involving the furnishing of supplies with a cost exceeding $25,000 but less than $175,000, EXCEPT, for small businesses or any other exemption cited at FAR 25.401.)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled, “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Representations and Certifications - Negotiated
END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS

Line Item No.: N/A
Country of Origin: (List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products Line Item No.: 
Country of Origin: (List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (JAN 2004) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $25,000 or more but is less than $50,000.]

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products: Line Item No.: (List as necessary)

ALTERNATE II (JAN 2004) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $50,000 or more, but is less than $58,550.]

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products Line Item No.: Country of Origin: (List as necessary)

21. 52.225-6 TRADE AGREEMENTS CERTIFICATE - (JANUARY 2005)

[Note: This provision is applicable for acquisitions valued at $175,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.
Other End Products
Line Item No.: N/A
Country of Origin: 
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

22. 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)

(a) Definitions. As used in this provision--

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

[ ] is [X] is not a Historically Black College or University;
[ ] is [X] is not a Minority Institution.

23. 52.227-6 ROYALTY INFORMATION - (APRIL 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
(5) Percentage or dollar rate of royalty per unit.
(6) Unit price of contract item.
(7) Number of units.
(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.
(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

24. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]-

[X] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

__________________________________________________________________________________________________________________________________________________________

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General,"

Representations and Certifications - Negotiated 16 SEPTEMBER, 2005
PART IV - SECTION K
Representations, Certifications, and Other Statements of Offerors (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

1. FAR 52.203-2 Certification of Independent Price Determination
2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
3. FAR 52.204-3 Taxpayer Identification
4. FAR 52.204-5 Women-Owned Business (Other Than Small Business)
5. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
6. FAR 52.215-6 Place of Performance
7. FAR 52.219-1 Small Business Program Representations
8. FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
9. FAR 52.219-21 Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
10. FAR 52.219-22 Small Disadvantaged Business Status
11. FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
12. FAR 52.222-22 Previous Contracts and Compliance Reports
13. FAR 52.222-25 Affirmative Action Compliance
14. FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements
16. FAR 52.223-4 Recovered Material Certification
17. FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products, Alternate I
18. FAR 52.223-13 Certification of Toxic Chemical Release Reporting
19. FAR 52.225-2 Buy American Act Certificate
21. FAR 52.225-6 Trade Agreements Certificate
22. FAR 52.226-2 Historically Black College or University and Minority Institution Representation
23. FAR 52.227-6 Royalty Information
24. FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

University of Missouri-Columbia
(Name of Offeror)

[Signature]
(Signature of Authorized Individual)
Dena R. McKinney, Associate Director
Office of Sponsored Program Administration
(Typed Name of Authorized Individual)

(RFP No.)
(Date)

(DUNS Number)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.
1. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

...........................................................................................................................................................................

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPTEMBER 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

3. 52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN: 43-6003859

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other Institution of Higher Learning.
Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[ ] Name and TIN of common parent:
Name ____________________________
TIN ____________________________

4. 52.204-5  WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it [ ] is a women-owned business concern.

5. 52.209-5  CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)

(NOTE: Applies to contracts expected to exceed $100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals --

(A) Are [ ], are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ], have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ], are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(ii) The Offeror has [ ], has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

6. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [x] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<table>
<thead>
<tr>
<th>Place of Performance (Street Address)</th>
<th>Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent</th>
</tr>
</thead>
<tbody>
<tr>
<td>(City, State, County, Zip Code)</td>
<td></td>
</tr>
</tbody>
</table>

7. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].

(2) The small business size standard is [INSERT SIZE STANDARD].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) **Representations.**

(1) The offeror represents as part of its offer that it [ ] is, [x] is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
3. Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that it □ is, □ is not a women-owned small business concern.

4. Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

5. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision. The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

6. Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents, as a part of its offer, that--

   (i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

   (ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ______________________). Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

   (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock which is owned by one or more service-disabled veterans; and

   (ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.
Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

8. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a) includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235.)

(a) Definition

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (Check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)
<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 or fewer</td>
<td>$1 million or less</td>
</tr>
<tr>
<td>51 - 100</td>
<td>$1,000,001 - $2 million</td>
</tr>
<tr>
<td>101 - 250</td>
<td>$2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>251 - 500</td>
<td>$3,500,001 - $5 million</td>
</tr>
<tr>
<td>501 - 750</td>
<td>$5,000,001 - $10 million</td>
</tr>
<tr>
<td>751 - 1,000</td>
<td>$10,000,001 - $17 million</td>
</tr>
<tr>
<td>Over 1,000</td>
<td>Over $17 million</td>
</tr>
</tbody>
</table>

9. **SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(Note: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<table>
<thead>
<tr>
<th>No. of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 or fewer</td>
<td>$1 million or less</td>
</tr>
<tr>
<td>51 - 100</td>
<td>$1,000,001 - $2 million</td>
</tr>
<tr>
<td>101 - 250</td>
<td>$2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>251 - 500</td>
<td>$3,500,001 - $5 million</td>
</tr>
<tr>
<td>501 - 750</td>
<td>$5,000,001 - $10 million</td>
</tr>
<tr>
<td>751 - 1,000</td>
<td>$10,000,001 - $17 million</td>
</tr>
<tr>
<td>Over 1,000</td>
<td>Over $17 million</td>
</tr>
</tbody>
</table>

The ten targeted industries are as follows:

<table>
<thead>
<tr>
<th>Product Service Code</th>
<th>SIC Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G004</td>
<td>8742</td>
<td>Counseling/Training/Social Rehabilitation Services</td>
</tr>
<tr>
<td>J099</td>
<td>7699</td>
<td>Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems &amp; Visible Record Equipment)</td>
</tr>
<tr>
<td>K099</td>
<td>7699</td>
<td>Modification of Equipment (misc.)</td>
</tr>
<tr>
<td>Q210</td>
<td>8099, 8742</td>
<td>General Health Care Services</td>
</tr>
<tr>
<td>R406</td>
<td>8742</td>
<td>Policy Review/Development Services</td>
</tr>
<tr>
<td>R497</td>
<td>7299</td>
<td>Personal Services</td>
</tr>
<tr>
<td>6505</td>
<td>2833, 2834</td>
<td>Drugs and Biologies</td>
</tr>
<tr>
<td>2835, 2836</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7045</td>
<td>3572, 3695</td>
<td>ADP Supplies</td>
</tr>
<tr>
<td>5065</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7110</td>
<td>5021</td>
<td>Office Furniture</td>
</tr>
<tr>
<td>7510</td>
<td>5112</td>
<td>Office Supplies</td>
</tr>
</tbody>
</table>
10. 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)

(Note: This applies to competitive solicitations over $500,000.)

(a) General. This provision is used to assess an offeror’s small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _______________.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)


As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address _______ is, _______ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arment.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed

Representations and Certifications - Negotiated 9

SEPTEMBER, 2005

259
application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

11. **52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)**

*(Applies to all contracts for supplies over $2,500. See FAR 22.1503 for more information)*

a. **Definition.**

*Forced or indentured child labor means all work or service—*

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. **Listed end products.** The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin


c. **Certification.** The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

12. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

(a) It [ ] has, [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [X] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
13. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)

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

14. 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

15. 52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION (AUGUST 1996)

(Note: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage.

(a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [], does not certify [], that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

16. 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.)
17. ALTERNATE I (AUGUST 2000) of FAR Clause 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUGUST 2000)

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, __________________________ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

______________________________
[Signature of the Officer or Employee]

______________________________
[Typed Name of the Officer or Employee]

______________________________
[Title]

______________________________
[Name of Company, Firm, or Organization]

______________________________
[Date]

18. 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 2003)

NOTE: This certification is applicable for all solicitations for competitive contracts expected to exceed $100,000 and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States and its outlying areas.

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
(iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).
(B) Major group code 12 (except 1241).
(C) Major group codes 20 through 39.
(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to

(v) The facility is not located in or its outlying areas.

19. **BUY AMERICAN ACT CERTIFICATE (JUNE 2003)**

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies”

(b) Foreign End Products:

Line Item No.:________________________
Country of Origin:________________________
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

20. **BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT CERTIFICATE (JANUARY 2005)**

[Note: This provision is applicable for requirements for supplies or services involving the furnishing of supplies with a cost exceeding $25,000 but less than $175,000, EXCEPT, for small businesses or any other exemption cited at FAR 25.401.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “end product of Australia, Canada, Chile, Mexico, or Singapore,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Representations and Certifications - Negotiated 13 SEPTEMBER, 2005 263
END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS

Line Item No.: __________________________________________________________
Country of Origin: ______________________________________________________
(List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, “Buy American Act--Free Trade Agreements--Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products
Line Item No.: __________________________________________________________
Country of Origin: ______________________________________________________
(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (JAN 2004) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $25,000 or more but is less than $50,000.]

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian End Products:
Line Item No.: __________________________________________________________
(List as necessary)

ALTERNATE II (JAN 2004) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $50,000 or more, but is less than $58,550.]

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products
Line Item No.: __________________________________________________________
Country of Origin: ______________________________________________________
(List as necessary)

21. 52.225-6 TRADE AGREEMENTS CERTIFICATE - (JANUARY 2005)

[Note: This provision is applicable for acquisitions valued at $175,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.
Other End Products
Line Item No.:_________________________
Country of Origin:_______________________
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal
Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made
or designated country end products without regard to the restrictions of the Buy American Act. The Government will
consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer
determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the
requirements of this solicitation.

22. 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION
       REPRESENTATION - (MAY 2001)

(a) Definitions. As used in this provision--

Historically Black College or University means an institution determined by the Secretary of Education to meet the
requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration,
and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a
college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the
Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as
defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

[ ] is ☒ not a Historically Black College or University;
[ ] is ☒ not a Minority Institution.

23. 52.227-6 ROYALTY INFORMATION - (APRIL 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling
more than $250, the following information shall be included in the response relating to each separate item of royalty
or license fee:

(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
(4) Brief description, including any part or model numbers of each contract item or component on which the royalty
is payable.
(5) Percentage or dollar rate of royalty per unit.
(6) Unit price of contract item.
(7) Number of units.
(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the
contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims
of specific patents.
(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

24. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]-

[ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software and are identified as follows:

---

NOTE: “Limited rights data” and “Restricted computer software” are defined in the contract clause entitled “Rights in Data-General.”
PART IV - SECTION K
Representations, Certifications, and Other Statements of Offerors (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

1. FAR 52.203-2 Certification of Independent Price Determination
2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
3. FAR 52.204-3 Taxpayer Identification
4. FAR 52.204-5 Women-Owned Business (Other Than Small Business)
5. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
6. FAR 52.215-6 Place of Performance
7. FAR 52.219-1 Small Business Program Representations
8. FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
9. FAR 52.219-21 Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
10. FAR 52.219-22 Small Disadvantaged Business Status
11. FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
12. FAR 52.222-22 Previous Contracts and Compliance Reports
13. FAR 52.222-25 Affirmative Action Compliance
14. FAR 52.222-38 Compliance with Veterans’ Employment Reporting Requirements
16. FAR 52.223-4 Recovered Material Certification
17. FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products, Alternate I
18. FAR 52.223-13 Certification of Toxic Chemical Release Reporting
19. FAR 52.225-2 Buy American Act Certificate
21. FAR 52.225-6 Trade Agreements Certificate
22. FAR 52.226-2 Historically Black College or University and Minority Institution Representation
23. FAR 52.227-6 Royalty Information
24. FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

Board of Regents of the University of Nebraska
(Name of Offeror) University of Nebraska Medical Center

(Signature of Authorized Individual)

Deborah K. Vetter, M.S., Director, Sponsored Programs Administration
(Typed Name of Authorized Individual)

16-855-9177
(DUNS Number)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.
1. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

David Melliger, Assistant Vice Chancellor, Finance and Business Services

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above;

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPTEMBER 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

3. 52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[X] TIN: 1470491233(B9)
[ ] TIN has been applied for.
[ ] TIN is not required because:

- [ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- [ ] Offeror is an agency or instrumentality of a foreign government;
- [ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- [ ] Sole proprietorship;
- [ ] Partnership;
- [ ] Corporate entity (not tax-exempt);
- [ ] Corporate entity (tax-exempt);
- [ ] Government entity (Federal, State, or local);
- [ ] Foreign government;
- [ ] International organization per 26 CFR 1.6049-4;
- [*] Other State-controlled, non-profit, education institution, exempt under Section 501(c)3
(f) Common parent.

[☑] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[ ] Name and TIN of common parent:

Name

TIN

4. 52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it [ ] is a women-owned business concern.

5. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)

(NOTE: Applies to contracts expected to exceed $100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals --

(A) Are [ ], are not [x] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ], have not [x], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ], are not [x] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(ii) The Offeror has [ ], has not [x], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

6. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<table>
<thead>
<tr>
<th>Place of Performance (Street Address)</th>
<th>Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].

(2) The small business size standard is [INSERT SIZE STANDARD].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) **Representations.**

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as a part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ________________.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and

(ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.
Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

8. 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)(includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235).)

(a) Definition

“Emerging small business” as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (Check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

Representations and Certifications - Negotiated 7 SEPTEMBER, 2005
9. SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NO. NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>[] 50 or fewer</td>
<td>[] $1 million or less</td>
</tr>
<tr>
<td>[] 51 - 100</td>
<td>[] $1,000,001 - $2 million</td>
</tr>
<tr>
<td>[] 101 - 250</td>
<td>[] $2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>[] 251 - 500</td>
<td>[] $3,500,001 - $5 million</td>
</tr>
<tr>
<td>[] 501 - 750</td>
<td>[] $5,000,001 - $10 million</td>
</tr>
<tr>
<td>[] 751 - 1,000</td>
<td>[] $10,000,001 - $17 million</td>
</tr>
<tr>
<td>[] Over 1,000</td>
<td>[] Over $17 million</td>
</tr>
</tbody>
</table>

The ten targeted industries are as follows:

<table>
<thead>
<tr>
<th>Product Service Code</th>
<th>SIC Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G004</td>
<td>8742</td>
<td>Counseling/Training/Social Rehabilitation Services</td>
</tr>
<tr>
<td>J099</td>
<td>7699</td>
<td>Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems &amp; Visible Record Equipment)</td>
</tr>
<tr>
<td>K099</td>
<td>7699</td>
<td>Modification of Equipment (misc.)</td>
</tr>
<tr>
<td>Q210</td>
<td>8099, 8742</td>
<td>General Health Care Services</td>
</tr>
<tr>
<td>R406</td>
<td>8742</td>
<td>Policy Review/Development Services</td>
</tr>
<tr>
<td>R497</td>
<td>7299</td>
<td>Personal Services</td>
</tr>
<tr>
<td>6505</td>
<td>2833, 2834, 2835, 2836</td>
<td>Drugs and Biologics</td>
</tr>
<tr>
<td>7045</td>
<td>3572, 3695, 5065</td>
<td>ADP Supplies</td>
</tr>
<tr>
<td>7110</td>
<td>5021</td>
<td>Office Furniture</td>
</tr>
<tr>
<td>7510</td>
<td>5112</td>
<td>Office Supplies</td>
</tr>
</tbody>
</table>

Representations and Certifications - Negotiated 8 SEPTEMBER, 2005
10. SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)

(Note: This applies to competitive solicitations over $500,000.)

(a) General. This provision is used to assess an offeror’s small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

   (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
      (A) No material change in disadvantaged ownership and control has occurred since its certification;
      (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
      (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

   (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ________________]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

   (1) Be punished by imposition of a fine, imprisonment, or both;
   (2) Be subject to administrative remedies, including suspension and debarment; and
   (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)


As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address_____is, _____is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arinet.gov/References/sdbadjustments.htm The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed
application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

11. 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(Appplies to all contracts for supplies over $2,500. See FAR 22.1503 for more information)

a. Definition.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

C. Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

12. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)

The offeror represents that —

(a) It [ ] has, [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [X] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
13. **AFFIRMATIVE ACTION COMPLIANCE** (APRIL 1984)

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

14. **COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS** (DECEMBER 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

15. **EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION** (AUGUST 1996)

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

(a) The following certification shall be checked:

**CERTIFICATION**

The offeror certifies [ ], does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

16. **RECOVERED MATERIAL CERTIFICATION** (OCTOBER 1997)

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.)

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

**CERTIFICATION**

I, __________________________ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

18. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 2003)**

**NOTE:** This certification is applicable for all solicitations for competitive contracts expected to exceed $100,000 and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States and its outlying areas.

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

1. As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

2. None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
(iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).
(B) Major group code 12 (except 1241).
(C) Major group codes 20 through 39.
(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to

(v) The facility is not located in or its outlying areas.

19. **52.225-2 BUY AMERICAN ACT CERTIFICATE** (JUNE 2003)

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies”

(b) Foreign End Products:

   Line Item No.:__________________________
   Country of Origin:__________________________
   (List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

20. **52.225-4 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT CERTIFICATE** (JANUARY 2005)

[Note: This provision is applicable for requirements for supplies or services involving the furnishing of supplies with a cost exceeding $25,000 but less than $175,000, EXCEPT, for small businesses or any other exemption cited at FAR 25.401.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “end product of Australia, Canada, Chile, Mexico, or Singapore,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:
END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS

Line Item No.:______________________________________________________________
Country of Origin:__________________________________________________________
(List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, “Buy American Act--Free Trade Agreements--Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products
Line Item No.:______________________________________________________________
Country of Origin:__________________________________________________________
(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (JAN 2004) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $25,000 or more but is less than $50,000.]

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian End Products:
Line Item No.:______________________________________________________________
(List as necessary)

ALTERNATE II (JAN 2004) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $50,000 or more, but is less than $58,550.]

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products
Line Item No.:______________________________________________________________
Country of Origin:__________________________________________________________
(List as necessary)

21. 52.225-6 TRADE AGREEMENTS CERTIFICATE - (JANUARY 2005)

[Note: This provision is applicable for acquisitions valued at $175,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.
Other End Products
Line Item No.: ________________________________
Country of Origin: ________________________________
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

22. 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)

(a) Definitions. As used in this provision--

_Historically Black College or University_ means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

_Minority Institution_ means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a.).

(b) Representation. The offeror represents that it--

[ ] is [X] is not a Historically Black College or University;
[ ] is [X] is not a Minority Institution.

23. 52.227-6 ROYALTY INFORMATION - (APRIL 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

1. Name and address of licensor.
2. Date of license agreement.
3. Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
4. Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
5. Percentage or dollar rate of royalty per unit.
6. Unit price of contract item.
7. Number of units.
8. Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.
ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

24. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualify as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]-

[ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

________________________________________________________________________

________________________________________________________________________

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."
PART IV - SECTION K
Representations, Certifications, and Other Statements of Offerors (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

1. FAR 52.203-2  Certification of Independent Price Determination
2. FAR 52.203-11 Certification Regardig Payment to Influence Certain Federal Transactions
3. FAR 52.204-3  Taxpayer Identification
4. FAR 52.204-5  Women-Owned Business (Other Than Small Business)
5. FAR 52.209-5  Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
6. FAR 52.215-6  Place of Performance
7. FAR 52.219-1  Small Business Program Representations
8. FAR 52.219-19  Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
9. FAR 52.219-21  Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
10. FAR 52.219-22  Small Disadvantaged Business Status
11. FAR 52.222-18  Certification Regarding Knowledge of Child Labor for Listed End Products
12. FAR 52.222-22  Previous Contracts and Compliance Reports
13. FAR 52.222-25  Affirmative Action Compliance
14. FAR 52.222-38  Compliance with Veterans' Employment Reporting Requirements
16. FAR 52.223-4  Recovered Material Certification
17. FAR 52.223-9  Estimate of Percentage of Recovered Material Content for EPA-Designated Products, Alternate 1
18. FAR 52.223-13  Certification of Toxic Chemical Release Reporting
19. FAR 52.225-2  Buy American Act Certificate
21. FAR 52.225-6  Trade Agreements Certificate
22. FAR 52.226-2  Historically Black College or University and Minority Institution Representation
23. FAR 52.227-6  Royalty Information
24. FAR 52.227-15  Representation of Limited Rights Data and Restricted Computer Software

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/compute all appropriate boxes or blanks on the following pages).

Washington University
(Name of Offeror)

Michael J. Kern
(Signature of Authorized Individual)
Acting for John Michnowicz

John Michnowicz
(Typed Name of Authorized Individual)

06.855.2207
(DUNS Number)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

Representations and Certifications - Negotiated

SEPTEMBER, 2005

283
1. **52.203-2 Certificate of Independent Price Determination (April 1985)**

   [NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

   (a) The offeror certifies that -

   (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

   (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

   (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

   (1) is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

   (2) i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

   [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

   (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

   (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

   (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. **52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (September 2005)**

   (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

   (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

   (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer.

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

3. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

(a) Definitions.

*Common parent*, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

*Taxpayer Identification Number (TIN)*, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent deduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[X] TIN: 1-43-065-3611A1

[ ] TIN has been applied for

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[X] Other _Educational_
(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[ ] Name and TIN of common parent:

Name __________________________________________
TIN ____________________________

4. 52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it [ ] is a women-owned business concern.

5. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)

(NOTE: Applies to contracts expected to exceed $100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals --

(A) Are [ ], are not [x] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ], have not [x], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ], are not [x] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(ii) The Offeror has [ ], has not [x], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (e) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

6. 52.215-6  PLACE OF PERFORMAANCE (OCTOBER 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \[ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<table>
<thead>
<tr>
<th>Place of Performance (Street Address)</th>
<th>Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent</th>
</tr>
</thead>
<tbody>
<tr>
<td>(City, State, County, Zip Code)</td>
<td></td>
</tr>
</tbody>
</table>

7. 52.219-1  SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \[INSERT NAICS CODE\].

(2) The small business size standard is \[INSERT SIZE STANDARD\].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that if [ ] is, [ ] is not a women-owned small business concern.

(4) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that if [ ] is, [ ] is not a veteran-owned small business concern.

(5) Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision. The offeror represents as part of its offer that if [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents, as a part of its offer, that--

(i) If [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) If [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _________ _________] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and

(ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.
Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

8. 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)(includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235).)

(a) Definition

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (Check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)
### Number of Employees vs Average Annual Gross Revenues

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>[] 50 or fewer</td>
<td>[] $1 million or less</td>
</tr>
<tr>
<td>[] 51 - 100</td>
<td>[] $1,000,001 - $2 million</td>
</tr>
<tr>
<td>[] 101 - 250</td>
<td>[] $2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>[] 251 - 500</td>
<td>[] $3,500,001 - $5 million</td>
</tr>
<tr>
<td>[] 501 - 750</td>
<td>[] $5,000,001 - $10 million</td>
</tr>
<tr>
<td>[] 751 - 1,000</td>
<td>[] $10,000,001 - $17 million</td>
</tr>
<tr>
<td>[] Over 1,000</td>
<td>[] Over $17 million</td>
</tr>
</tbody>
</table>

### 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<table>
<thead>
<tr>
<th>No. of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>[] 50 or fewer</td>
<td>[] $1 million or less</td>
</tr>
<tr>
<td>[] 51 - 100</td>
<td>[] $1,000,001 - $2 million</td>
</tr>
<tr>
<td>[] 101 - 250</td>
<td>[] $2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>[] 251 - 500</td>
<td>[] $3,500,001 - $5 million</td>
</tr>
<tr>
<td>[] 501 - 750</td>
<td>[] $5,000,001 - $10 million</td>
</tr>
<tr>
<td>[] 751 - 1,000</td>
<td>[] $10,000,001 - $17 million</td>
</tr>
<tr>
<td>[] Over 1,000</td>
<td>[] Over $17 million</td>
</tr>
</tbody>
</table>

The ten targeted industries are as follows:

<table>
<thead>
<tr>
<th>Product Service Code</th>
<th>SIC Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>G004</td>
<td>8742</td>
</tr>
<tr>
<td>J099</td>
<td>7699</td>
</tr>
<tr>
<td>K099</td>
<td>7699</td>
</tr>
<tr>
<td>Q210</td>
<td>8099, 8742</td>
</tr>
<tr>
<td>R406</td>
<td>8742</td>
</tr>
<tr>
<td>R497</td>
<td>7299</td>
</tr>
<tr>
<td>6505</td>
<td>2833, 2834</td>
</tr>
<tr>
<td></td>
<td>2835, 2836</td>
</tr>
<tr>
<td>7045</td>
<td>3572, 3695</td>
</tr>
<tr>
<td></td>
<td>5065</td>
</tr>
<tr>
<td>7110</td>
<td>5021</td>
</tr>
<tr>
<td>7510</td>
<td>5112</td>
</tr>
</tbody>
</table>

Counseling/Training/Social Rehabilitation Services
Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
Modification of Equipment (misc.)
General Health Care Services
Policy Review/Development Services
Personal Services
Drugs and Biologies
ADP Supplies
Office Furniture
Office Supplies

Representations and Certifications - Negotiated 8  
SEPTEMBER, 2005
10. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS** (OCTOBER 1999)

(Note: This applies to competitive solicitations over $500,000.)

(a) **General.** This provision is used to assess an offeror’s small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) **Representations.**

(1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *(The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ___________)*

(c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)


As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) **Address.** The offeror represents that its address ___ is, ___ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at [http://www.arnt.gov/Resources/adjustments.htm](http://www.arnt.gov/Resources/adjustments.htm). The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed representations and certifications - negotiated 9 SEPTEMBER, 2005 291
application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

11. **52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)**

(Appplies to all contracts for supplies over $2,500. See FAR 22.1503 for more information)

a. **Definition.**

*Forced or indentured child labor means all work or service—*

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. **Listed end products.** The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

---

c. **Certification.** The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

12. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

Representations and Certifications - Negotiated

SEPTEMBER, 2005

292
13. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE** (APRIL 1984)

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

14. **52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS** (DECEMBER 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

15. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION** (AUGUST 1996)

**(NOTE:** This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage.)

(a) The following certification shall be checked:

**CERTIFICATION**

The offeror certifies [ ], does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

16. **52.223-4 RECOVERED MATERIAL CERTIFICATION** (OCTOBER 1997)

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

Representations and Certifications - Negotiated 11 SEPTEMBER, 2005

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

**CERTIFICATION**

I, ______________________ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

18. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 2003)**

**NOTE:** This certification is applicable for all solicitations for competitive contracts expected to exceed $100,000 and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States and its outlying areas.

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

1. As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

2. None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

   [ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

   [ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

   [ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
(iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).
(B) Major group code 12 (except 1241).
(C) Major group codes 20 through 39.
(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to

(v) The facility is not located in or its outlying areas.

19. 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act—North American Free Trade Agreement—Israeli Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies"

(b) Foreign End Products:

Line Item No.:

Country of Origin: ________________________________

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

20. 52.225-4 BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT CERTIFICATE (JANUARY 2005)

[Note: This provision is applicable for requirements for supplies or services involving the furnishing of supplies with a cost exceeding $25,000 but less than $175,000, EXCEPT for small businesses or any other exemption cited at FAR 25.401.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "end product of Australia, Canada, Chile, Mexico, or Singapore," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Representations and Certifications - Negotiated 13 SEPTEMBER, 2005

295
END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS

Line Item No.: ____________________________________________
Country of Origin: _______________________________________
(List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products
Line Item No.: ____________________________________________
Country of Origin: _______________________________________
(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (JAN 2004) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $25,000 or more but is less than $50,000.]

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:
Line Item No.: ____________________________________________
(List as necessary)

ALTERNATE II (JAN 2004) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $50,000 or more, but is less than $58,550.]

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products
Line Item No.: ____________________________________________
Country of Origin: _______________________________________
(List as necessary)

21. 52.225-6 TRADE AGREEMENTS CERTIFICATE - (JANUARY 2005)

[Note: This provision is applicable for acquisitions valued at $175,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.
Other End Products
Line Item No.: 
Country of Origin: 
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

22. 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)

(a) Definitions. As used in this provision--

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1057k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

[ ] is [X] is not a Historically Black College or University;
[ ] is [X] is not a Minority Institution.

23. 52.227-6 ROYALTY INFORMATION - (APRIL 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
(5) Percentage or dollar rate of royalty per unit.
(6) Unit price of contract item.
(7) Number of units.
(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.
(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

24. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block].

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:


NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

Representations and Certifications - Negotiated

SEPTEMBER, 2005

298
PART IV - SECTION K

Representations, Certifications, and Other Statements of Offerors (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

1. FAR 52.203-2 Certification of Independent Price Determination
2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
3. FAR 52.204-3 Taxpayer Identification
4. FAR 52.204-5 Women-Owned Business (Other Than Small Business)
5. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
6. FAR 52.215-6 Place of Performance
7. FAR 52.219-1 Small Business Program Representations
8. FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
9. FAR 52.219-21 Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
10. FAR 52.219-22 Small Disadvantaged Business Status
11. FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
12. FAR 52.222-22 Previous Contracts and Compliance Reports
13. FAR 52.222-25 Affirmative Action Compliance
14. FAR 52.222-38 Compliance with Veterans’ Employment Reporting Requirements
16. FAR 52.223-4 Recovered Material Certification
17. FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products, Alternate I
18. FAR 52.223-13 Certification of Toxic Chemical Release Reporting
19. FAR 52.225-2 Buy American Act Certificate
21. FAR 52.225-6 Trade Agreements Certificate
22. FAR 52.226-2 Historically Black College or University and Minority Institution Representation
23. FAR 52.227-6 Royalty Information
24. FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

UNIVERSITY OF WYOMING

(Name of Offeror)  
(RFP No.)

(Signature of Authorized Individual)

(Rate)

Roger Wilcox, Associate Vice President for Research

(Typed Name of Authorized Individual)

06-969-9956

(DUNS Number)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.
1. S2.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. S2.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPTEMBER 2005)

(a) The definitions and prohibitions contained in the clause, at FAR S2.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

3. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

(a) Definitions.

*Common parent,* as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

*Taxpayer Identification Number (TIN),* as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) **Taxpayer Identification Number (TIN).**

- **TIN:** 83-60000531
- **TIN has been applied for:**
- **TIN is not required because:**
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - Offeror is an agency or instrumentality of a foreign government;
  - Offeror is an agency or instrumentality of the Federal Government.

(e) **Type of organization.**

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other __________

*Representations and Certifications - Negotiated* 3  SEPTEMBER, 2005

301
(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name

TIN

4. 52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it [ ] is a women-owned business concern.

5. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)

(NOTE: Applies to contracts expected to exceed $100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals --

(A) Are [ ], are not M presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ], have not X[ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ], are not M presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(ii) The Offeror has [ ], has not M[ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

6. 52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends. [x] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<table>
<thead>
<tr>
<th>Place of Performance (Street Address)</th>
<th>Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent</th>
</tr>
</thead>
<tbody>
<tr>
<td>(City, State, County, Zip Code)</td>
<td></td>
</tr>
</tbody>
</table>

7. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].

(2) The small business size standard is [INSERT SIZE STANDARD].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [x] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

Representations and Certifications - Negotiated

SBPTEMBER, 2005

303
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as a part of its offer, that:

(i) If it is not a HUBZone small business concern listed on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126, and

(ii) If it is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: __________________________.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and

(ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.
Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

8. 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) Definition

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror’s number of employees: for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror’s average annual gross revenue for the last 3 fiscal years (Check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)
### Number of Employees

<table>
<thead>
<tr>
<th></th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 or fewer</td>
<td>$1 million or less</td>
</tr>
<tr>
<td>51 - 100</td>
<td>$1,000,001 - $2 million</td>
</tr>
<tr>
<td>101 - 250</td>
<td>$2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>251 - 500</td>
<td>$3,500,001 - $5 million</td>
</tr>
<tr>
<td>501 - 750</td>
<td>$5,000,001 - $10 million</td>
</tr>
<tr>
<td>751 - 1,000</td>
<td>$10,000,001 - $17 million</td>
</tr>
<tr>
<td>Over 1,000</td>
<td>Over $17 million</td>
</tr>
</tbody>
</table>

9. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<table>
<thead>
<tr>
<th>No. of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 or fewer</td>
<td>$1 million or less</td>
</tr>
<tr>
<td>51 - 100</td>
<td>$1,000,001 - $2 million</td>
</tr>
<tr>
<td>101 - 250</td>
<td>$2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>251 - 500</td>
<td>$3,500,001 - $5 million</td>
</tr>
<tr>
<td>501 - 750</td>
<td>$5,000,001 - $10 million</td>
</tr>
<tr>
<td>751 - 1,000</td>
<td>$10,000,001 - $17 million</td>
</tr>
<tr>
<td>Over 1,000</td>
<td>Over $17 million</td>
</tr>
</tbody>
</table>

The ten targeted industries are as follows:

<table>
<thead>
<tr>
<th>Product Service Code</th>
<th>SIC Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G004</td>
<td>8742</td>
<td>Counseling/Training/Social Rehabilitation Services</td>
</tr>
<tr>
<td>J099</td>
<td>7699</td>
<td>Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems &amp; Visible Record Equipment)</td>
</tr>
<tr>
<td>K099</td>
<td>7699</td>
<td>Modification of Equipment (misc.)</td>
</tr>
<tr>
<td>Q210</td>
<td>8099, 8742</td>
<td>General Health Care Services</td>
</tr>
<tr>
<td>R406</td>
<td>8742</td>
<td>Policy Review/Development Services</td>
</tr>
<tr>
<td>R497</td>
<td>7299</td>
<td>Personal Services</td>
</tr>
<tr>
<td>6505</td>
<td>2833, 2834</td>
<td>Drugs and Biologics</td>
</tr>
<tr>
<td>2835, 2836</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7045</td>
<td>3572, 3695</td>
<td>ADP Supplies</td>
</tr>
<tr>
<td>5065</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7110</td>
<td>5021</td>
<td>Office Furniture</td>
</tr>
<tr>
<td>7510</td>
<td>5112</td>
<td>Office Supplies</td>
</tr>
</tbody>
</table>

Representations and Certifications - Negotiated: 8
10. 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)

(Note: This applies to competitive solicitations over $500,000.)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

   [ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
   (A) No material change in disadvantaged ownership and control has occurred since its certification;
   (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
   (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), or

   [ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ________________]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

   (1) Be punished by imposition of a fine, imprisonment, or both;
   (2) Be subject to administrative remedies, including suspension and debarment; and
   (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)

(Note: Not applicable in accordance with CAAC Letter 2004-04, dated December 27, 2004, entitled, "Expired Program Authority for the Price Evaluation Adjustment for Small Disadvantaged Business Program.")

As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

   (3) Address. The offeror represents that its address is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.sba.gov/References/sbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed

Representations and Certifications - Negotiated

SEPTEMBER, 2005

307
application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

11. 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(Appplies to all contracts for supplies over $2,500. See FAR 22.1503 for more information)

a. Definition.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin


c. Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

12. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)

The offeror represents that —

(a) It[ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It[ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

Representations and Certifications - Negotiated

SEPTEMBER, 2005

308
13. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it \[\text{has developed and has on file,} \] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it \[\text{has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.} \]

14. **52.222-38 COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

15. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION (AUGUST 1996)**

**(NOTE:** This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

(a) The following certification shall be checked:

**CERTIFICATION**

The offeror certifies [ ], does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

16. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

**(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

**CERTIFICATION**

I, _______________________________ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]  
[Typed Name of the Officer or Employee]  
[Title]  
[Name of Company, Firm, or Organization]  
[Date]

18. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 2003)**

**NOTE:** This certification is applicable for all solicitations for competitive contracts expected to exceed $100,000 and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor’s facilities are located outside the United States and its outlying areas.

(a) Executive Order 13148, of April 21, 2000, Growing the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that:

1. As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

2. None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

   (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

   (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

   (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (excluding the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
(v) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).
(B) Major group code 12 (except 1241).
(C) Major group codes 20 through 39.
(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.); 5169, 5171, or 7389 (limited to

19. 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)

(Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4. Buy American Act--North American Free Trade Agreement--Israel Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies”

(b) Foreign End Products:

   Line Item No.: __________________________
   Country of Origin: __________________________
   (List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

20. 52.225-4 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT CERTIFICATE (JANUARY 2005)

(Note: This provision is applicable for requirements for supplies or services involving the furnishing of supplies with a cost exceeding $25,000 but less than $175,000, EXCEPT, for small businesses or any other exemption cited at FAR 25.401.)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “end product of Australia, Canada, Chile, Mexico, or Singapore,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”;

Representations and Certifications - Negotiated 13 SEPTEMBER, 2005
END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS

Line Item No.__________________________________________________________
Country of Origin:____________________________________________________
(List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products
Line Item No.__________________________________________________________
Country of Origin:____________________________________________________
(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (JAN 2004) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $25,000 or more but is less than $50,000.]

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:
Line Item No.__________________________________________________________
(List as necessary)

ALTERNATE II (JAN 2004) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is $50,000 or more, but is less than $58,550.]

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products
Line Item No.:________________________________________________________
Country of Origin:___________________________________________________
(List as necessary)

21. 52.225-6 TRADE AGREEMENTS CERTIFICATE - (JANUARY 2005)

[Note: This provision is applicable for acquisitions valued at $175,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.
Other End Products
Line Item No.: __________________________
Country of Origin: _______________________
[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

22. 52.226-2  HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)

(a) Definitions. As used in this provision--

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

[ ] is X is not a Historically Black College or University;
[ ] is not a Minority Institution.

23. 52.227-6  ROYALTY INFORMATION - (APRIL 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
(5) Percentage or dollar rate of royalty per unit.
(6) Unit price of contract item.
(7) Number of units.
(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.
(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

24. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]:

X   None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

__________________________________________________________

__________________________________________________________

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."
PART IV - SECTION K

Representations, Certifications, and Other Statements of Offerors (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

1. FAR 52.203-2 Certification of Independent Price Determination
2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
3. FAR 52.204-3 Taxpayer Identification
4. FAR 52.204-5 Women-Owned Business (Other Than Small Business)
5. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
6. FAR 52.215-6 Place of Performance
7. FAR 52.219-1 Small Business Program Representations
8. FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
9. FAR 52.219-21 Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
10. FAR 52.219-22 Small Disadvantaged Business Status
11. FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
12. FAR 52.222-22 Previous Contracts and Compliance Reports
13. FAR 52.222-25 Affirmative Action Compliance
14. FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements
16. FAR 52.223-4 Recovered Material Certification
17. FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products, Alternate
18. FAR 52.223-13 Certification of Toxic Chemical Release Reporting
19. FAR 52.225-2 Buy American Act Certificate
21. FAR 52.225-6 Trade Agreements Certificate
22. FAR 52.226-2 Historically Black College or University and Minority Institution Representation
23. FAR 52.227-6 Royalty Information
24. FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complet e all appropriate boxes or blanks on the following pages).

University of Colorado at Denver and Health Sciences Center

(Name of Offeror)

(Signature of Authorized Individual)

Jennifer E. Stoverthorne, MPA

(Typed Name of Authorized Individual)

041096314

(DUNS Number)

RFP-NLM-05-103-VMW

(RFP No.)

4/10/06

(Date)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Representations and Certifications - Negotiated

SEPTEMBER, 2005

315
1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

   [NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

   (a) The offeror certifies that -

      (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

      (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

   (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

      (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

      (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

      [Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

      (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

      (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

   (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPTEMBER 2005)**

   (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

   (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

      (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with any solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

3. **S2.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

(a) Definitions.

*Common parent,* as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

**Taxpayer Identification Number (TIN),** as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3225(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction in payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) **Taxpayer Identification Number (TIN).**

[X] TIN: **84-1600455**

[ ] TIN has been applied for

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) **Type of organization.**

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[X] Other: **STATE-FUNDED INSTITUTION OF HIGHER EDUCATION**

Representations and Certifications - Negotiated

SEPTEMBER, 2005
(f) Common parent.

[X] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name ________________________________

TIN ________________________________

4. 52.204-5 **WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)**

(a) **Definition.** Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **Representation.** [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it is a women-owned business concern.

5. 52.209-5 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)**

(NOTE: Applies to contracts expected to exceed $100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

   (i) The Offeror and/or any of its Principals --

   (A) Are [ ], are not [X] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

   (B) Have [ ], have not [X], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

   (C) Are [ ], are not [X] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

   (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

   (ii) The Offeror has [ ], has not [X], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary managerial or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

Representations and Certifications - Negotiated

4 SEPTEMBER, 2005
(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

6. **S2.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

   (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [x] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

   (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<table>
<thead>
<tr>
<th>Place of Performance (Street Address)</th>
<th>Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent</th>
</tr>
</thead>
</table>

7. **S2.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

   (Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

   (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].

   (2) The small business size standard is [INSERT SIZE STANDARD].

   (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

   (b) Representations.

   (1) The offeror represents as part of its offer that it [ ] is, [x] is not a small business concern.

   (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

Representations and Certifications - Negotiated 5

SEPTEMBER, 2005
(3) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision. The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents, as a part of its offer, that—

(i) [ ] is, [ ] is not a HUBZone small business concern listed on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: __________. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and

(ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent care giver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.
Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

d  Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or woman-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

8. 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a) includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235.)

(a) Definition

“Emerging small business” as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size-standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror’s number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror’s average annual gross revenue for the last 3 fiscal years (Check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)
9. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<table>
<thead>
<tr>
<th>No. of Employees</th>
<th>Average Annual Gross Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 or fewer</td>
<td>$1 million or less</td>
</tr>
<tr>
<td>51 - 100</td>
<td>$1,000,001 - $2 million</td>
</tr>
<tr>
<td>101 - 250</td>
<td>$2,000,001 - $3.5 million</td>
</tr>
<tr>
<td>251 - 500</td>
<td>$3,500,001 - $5 million</td>
</tr>
<tr>
<td>501 - 750</td>
<td>$5,000,001 - $10 million</td>
</tr>
<tr>
<td>751 - 1,000</td>
<td>$10,000,001 - $17 million</td>
</tr>
<tr>
<td>Over 1,000</td>
<td>Over $17 million</td>
</tr>
</tbody>
</table>

The ten targeted industries are as follows:

<table>
<thead>
<tr>
<th>Product Service Code</th>
<th>SIC Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G004</td>
<td>8742</td>
<td>Counseling/Training/Social Rehabilitation Services</td>
</tr>
<tr>
<td>J099</td>
<td>7699</td>
<td>Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems &amp; Visible Record Equipment)</td>
</tr>
<tr>
<td>K099</td>
<td>7699</td>
<td>Modification of Equipment (misc.)</td>
</tr>
<tr>
<td>Q210</td>
<td>8099, 8742</td>
<td>General Health Care Services</td>
</tr>
<tr>
<td>R406</td>
<td>8542</td>
<td>Policy Review/Development Services</td>
</tr>
<tr>
<td>R497</td>
<td>7299</td>
<td>Personal Services</td>
</tr>
<tr>
<td>6505</td>
<td>2833, 2834</td>
<td>Drugs and Biologies</td>
</tr>
<tr>
<td>2835, 2836</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7045</td>
<td>3572, 3695</td>
<td>ADP Supplies</td>
</tr>
<tr>
<td>7110</td>
<td>5065</td>
<td>Office Furniture</td>
</tr>
<tr>
<td>7510</td>
<td>5021</td>
<td>Office Supplies</td>
</tr>
</tbody>
</table>

Representations and Certifications - Negotiated 8 SEPTEMBER, 2005
10. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

(Note: This applies to competitive solicitations over $500,000.)

(a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) **Representations.**

(1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

   (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B, and

      (A) No material change in disadvantaged ownership and control has occurred since its certification;

      (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

      (C) it is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

   (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ___________.]

(c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purpose of securing a contract or subcontract shall:

   (1) Be punished by imposition of a fine, imprisonment, or both;

   (2) Be subject to administrative remedies, including suspension and debarment; and

   (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**Alternate I (OCTOBER 1998)**

(Note: Not applicable in accordance with CAAC Letter 2004-04, dated December 27, 2004, entitled, "Expired Program Authority for the Price Evaluation Adjustment for Small Disadvantaged Business Program.")

As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) **Address.** The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.sbd.gov/Reference/docs/regions.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed
application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

11. 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(Appplies to all contracts for supplies over $2,500. See FAR 22.1503 for more information)

a. Definition.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

---

C. Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[X] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

12. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)

The offeror represents that —

(a) It [X] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [X] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

Representations and Certifications - Negotiated 10 SEPTEMBER, 2005

324
13. **S2.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

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

14. **S2.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(c) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

15. **S2.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION (AUGUST 1996)**

**(NOTE:** This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage.**

**(a)** The following certification shall be checked:

**CERTIFICATION**

The offeror certifies [ ], does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

**(b)** If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

**(c)** Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

16. **S2.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

**(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that none of the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

Represenations and Certifications - Negotiated 11 SEPTEMBER, 2005
17. ALTERNATE I (AUGUST 2000) of FAR Clause 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUGUST 2000)

(This certification is applicable to solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6922(i)(2)(C)):

CERTIFICATION

I, ___________________________ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

18. 52.223-15 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 2003)

NOTE: This certification is applicable for all solicitations for competitive contracts expected to exceed $100,000 and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States and its outlying areas.

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that:

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
(iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).
(B) Major group code 12 (except 1241).
(C) Major group codes 20 through 39.
(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to outlying areas).

(v) The facility is not located in or its outlying areas.

19. **BUY AMERICAN ACT CERTIFICATE (JUNE 2003)**

(Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act—North American Free Trade Agreement—Israeli Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(b) Foreign End Products:

Line Item No.: ____________________________
Country of Origin: ________________________
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

20. **BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT CERTIFICATE (JANUARY 2005)**

(Note: This provision is applicable for requirements for supplies or services involving the furnishing of supplies with a cost exceeding $25,000 but less than $175,000, EXCEPT for small businesses or any other exemption cited at FAR 25.401.)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “domestic end product of Australia, Canada, Chile, Mexico, or Singapore,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreement—Israeli Trade Act.”

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreement—Israeli Trade Act”: [list of supplies]

Representations and Certifications - Negotiated 13 SEPTEMBER, 2005
END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS

Line Item No.: ____________________________
Country of Origin: ____________________________
(List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, “Buy American Act--Free Trade Agreements--Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products
Line Item No.: ____________________________
Country of Origin: ____________________________
(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (JAN 2004) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(Note: Applies when the acquisition value is $25,000 or more but is less than $50,000.)

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian End Products:
Line Item No.: ____________________________
(List as necessary)

ALTERNATE II (JAN 2004) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(Note: Applies when the acquisition value is $50,000 or more, but is less than $88,550.)

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products
Line Item No.: ____________________________
Country of Origin: ____________________________
(List as necessary)

21. 52.225-6 TRADE AGREEMENTS CERTIFICATE - (JANUARY 2005)

(Note: This provision is applicable for acquisitions valued at $175,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Representations and Certifications - Nondislisted

SEPTEMBER, 2005
Other End Products
Line item No.: __________________________
Country of Origin: __________________________
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

22. **52.226-2** HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)

(a) Definitions. As used in this provision--

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1066(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a).

(b) **Representation.** The offeror represents that it--

[ ] is [X] is not a Historically Black College or University;
[ ] is [X] is not a Minority Institution.

23. **52.227-6** ROYALTY INFORMATION - (APRIL 1984)

(a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
(5) Percentage or dollar rate of royalty per unit.
(6) Unit price of contract item.
(7) Number of units.
(8) Total dollar amount of royalties.

(b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

Representations and Certifications - Negotiated

15 SEPTEMBER, 2005

329
(NOTE: Alternate I below is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

24. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block].

[X] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:


NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."