

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
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(801) 581-8771

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RAB 210
75 S 2000 E, Second Floor
Salt Lake City, UT 84112
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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


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

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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 (0348-0046), Washington, D.C. 20503.

DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
NATIONAL INSTITUTES OF HEALTH
PROPOSAL SUMMARY AND DATA RECORD

RFP/CONTRACT NUMBER

NLM RFP 05-103/VMW

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

COST-REIMBURSEMENT FIXED PRICE COST-PLUS-FIXED-FEE OTHER

ESTIMATED TIME REQUIRED TO COMPLETE PROJECT

5 years

ESTIMATED DIRECT COSTS IN PROPOSED YEAR (From Budget)
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 location of organization, description of services, basis for selection, responsible person employed by subcontractor and cost information.)

NAME AND TITLE OF PRINCIPAL INVESTIGATOR

Wayne J Peay, Director

SOCIAL SECURITY NO.

4

EST. HOURS WEEKLY

AREA CODE/TEL. NO.
(801)581-8771

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

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

DOES THIS PROPOSAL INVOLVE EXPERIMENTS WITH HUMAN SUBJECTS YES NO

Institution's General Assurance re: Human Subjects

DATE APPROVED _____ PENDING

Institution's Review Board's Approval of this Proposal

DATE APPROVED _____ PENDING

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 15687
Kansas City, MO 64106-9687 Ph. (816)426-3591

NUMBER OF EMPLOYEES CURRENTLY EMPLOYED

18,000

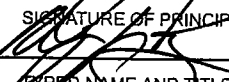
DOLLAR VOLUME OF BUSINESS PER ANNUM

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



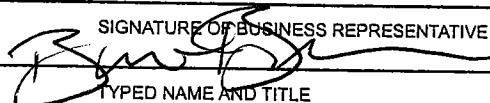
TYPED NAME AND TITLE

Wayne J. Peay, Director

EMPLOYER IDENTIFICATION NUMBER

87-6000525

SIGNATURE OF BUSINESS REPRESENTATIVE



TYPED NAME AND TITLE

Brent Brown, Director, OSP

DATE OF OFFER

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

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 (801) 581-3003
Name Telephone Number

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

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

University of Utah
Institution Name

RAB 210, 75 S 2000 E, Second Floor
**Street Address

Salt Lake City, UT 84112
City, State Zip Code

Name, Institutional Title and Address of Proposed Principal Investigator

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

Director (801) 581-3632
Institutional Title FAX Number

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

10 N 1900 E, Bldg 589
Street Address

Salt Lake City, UT 84112
City, State 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

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Direct Labor Hours						
Title						
Director	208	208	208	208	208	1,040
Associate Director	2,080	2,080	2,080	2,080	2,080	10,400
Network Member and Utah State Liaison	2,080	2,080	2,080	2,080	2,080	10,400
Technology Coordinator	1,716	1,716	1,716	1,716	1,716	8,580
Project Coordinator	2,080	2,080	2,080	2,080	2,080	10,400
Financial Analyst	520	520	520	520	520	2,600
DOCLINE Liaison	312	312	312	312	312	1,560
Total Hours	8,996	8,996	8,996	8,996	8,996	44,980
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						
Staff	19,999	28,045	27,076	27,725	28,391	131,236
Other	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	16,662	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	205,108	230,061	228,812	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

**NATIONAL NETWORK OF LIBRARIES OF MEDICINE
MIDCONTINENTAL REGION
BUDGET JUSTIFICATION
2006-2008**

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 Salmond 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 @ \$2934~~
- ~~○ a switching station @ \$337~~
- ~~○ a mixer @ \$665~~
- ~~○ a chassis @ \$995~~
- ~~○ a streaming capture card @ \$829~~
- ~~○ a scan converter @ \$170~~
- ~~○ 2 Lavalier microphones @ \$1,358~~
- ~~○ 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 ~~\$19,085~~ **\$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 \$ 20,315.~~
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.

<i>Year 1</i>		
University of Colorado	\$101,574	\$ 95,530
Creighton University	\$110,086	\$102,780
University of Kansas	\$120,282	\$ 96,241
University of Missouri-Columbia	\$103,358	\$ 97,208
University of Nebraska	\$ 98,161	\$ 92,321
Washington University	\$ 97,026	\$ 91,252
University of Wyoming	\$ 71,651	\$ 67,388
TOTAL	<u>\$702,137</u>	<u>\$642,720</u>

<i>Year 2</i>		
University of Colorado	\$108,926	
Creighton University	\$117,314	\$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	<u>\$752,826</u>	<u>\$753,026</u>

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/AGIB/>) 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.

~~Year 2 budget for Other Costs is \$134,200.~~
Year 2 budget for Other Costs is \$117,000.

	<u>Year 1</u>	<u>Year 2</u>
Total Direct Costs	\$1,301,471	\$1,556,669
Modified Total Direct Costs (MTCD)	\$ 749,334	\$ 778,844
Overhead/IDC (27.5%)	<u>\$ 206,067</u>	<u>\$ 214,182</u>
Total	<u>\$1,507,538</u>	<u>\$1,770,851</u>

	<u>Year 1</u>	<u>Year 2</u>
Total Direct Costs	\$1,041,528	\$1,548,874
Modified Total Direct Costs (MTCD)	\$ 573,808	\$ 745,848
Overhead/IDC (27.5%)	<u>\$ 157,797</u>	<u>\$ 205,108</u>
Total	<u>\$1,199,326</u>	<u>\$1,753,982</u>

Additional Cost Information for Year ~~s 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 ~~\$14,000~~ **\$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 fro Network members and help promote the availability of the regional repository.~~

NI/LM Services Budget
FINAL PROPOSAL REVISION

RFP Number: NLM RFP 05-103/MW		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		Program Areas					
Line Items	Network Programs		Outreach Programs		Outreach Programs		Total
		Outreach to Health Practitioners (HP)	Consumer Health	Training for Elec. Access	Exhibits	Tech/Policy, LP & Connections	
Professional Personnel	50,322	30,263	20,367	37,619	25,072	25,072	188,714
Support Personnel	11,524	7,199	7,199	7,199	8,603	7,595	49,319
Fringe Benefits	20,409	12,363	9,097	14,790	11,113	10,780	78,551
Nonexpendable Property							
Equipment under \$5,000	-	-	-	-	-	-	-
Supplies	395	1,976	1,824	-	2,173	270	6,638
Travel: Staff	13,944	3,112	-	-	1,889	1,054	19,999
Other	11,048	1,406	-	-	7,504	-	19,958
Total Travel	24,992	4,518	-	-	9,393	1,054	39,957
Consultant Fee	3,000	-	-	-	-	-	3,000
Communications	4,865	1,913	1,913	2,332	2,300	3,339	16,662
Reproduction	6,450	-	-	-	-	-	6,450
Subcontracts w/ IDC	175,000	-	-	-	-	-	175,000
Subcontracts no IDC	467,720	-	-	-	-	-	467,720
Other Costs	1,465	473	473	-	5,625	1,481	9,517
Total Direct Costs	766,142	58,705	40,872	61,940	64,278	49,591	1,041,528
[Modified Total Dir. Costs]	298,422	58,705	40,872	61,940	64,278	49,591	573,808
IDC Rate	27.50%	27.50%	27.50%	27.50%	27.50%	27.50%	27.50%
Overhead/IDC (27.5%)	82,066	16,144	11,240	17,033	17,676	13,637	157,797
Total	848,209	74,849	52,112	78,973	81,955	63,228	

NN/LM Services Personnel Allocation
 FINAL PROPOSAL REVISION

RFP Number: NLM RFP 05-103/MMW

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

Program Areas

Name/Job Title	Network Programs	Outreach to HPS	Consumer Health	Training for Elec. Access	Exhibits & Connections	Tech/Policy/ LIP & Connections	Total FTE*	Base Annual Salary (Gross)	Annual Fringe Benefits	Contract Salary Amount	Contract Fringe Benefits
Hamasu, Claire	0.2	0.16	0.16	0.16	0.16	0.16	1.00	85,040	28,063	85,040	28,063
Dennis, Sharon	0.2	0.1	0.025	0.3	0.1	0.1	0.83	62,736	20,703	51,757	17,080
TBN	0.4	0.2	0.1	0.1	0.1	0.1	1.00	51,917	17,133	51,917	17,133
Peay, Wayne J	0.016	0.016	0.016	0.016	0.016	0.016	0.10	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
Subtotal (Professional Personnel)	0.816	0.301	0.576	0.376	0.376	0.376	2.92	xxxxxxx	xxxxxxx	188,714	62,276
(Support Personnel)											
Molyneux, Amber	0.04	0.04	0.04	0.04	0.04	0.05	0.25	39,596	13,067	9,899	3,267
Salmund, Camille	0.15	0	0	0	0	0	0.15	28,834	9,515	4,325	1,427
Saywer, Suzanne	0.16	0.16	0.16	0.16	0.2	0.16	1.00	35,095	11,581	35,095	11,581
							0.00	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
Subtotal (Support Personnel)	0.35	0.2	0.2	0.24	0.21	0.21	1.40	xxxxxxx	xxxxxxx	49,319	16,275
TOTAL (All Personnel)	1.166	0.501	0.776	0.616	0.586	0.586	4.32	xxxxxxx	xxxxxxx	238,033	78,551

NN/LM Services Budget
FINAL PROPOSAL REVISION

RFP Number: NLM RFP 05-103/MMW		Period Covered: May 1, 2007 to April 30, 2008				Date Submitted: July 15, 2005		
Contractor: University of Utah, Salt Lake City, UT		Revised Date Submitted: January 3, 2006						
Line Items	Program Areas							Total
	Network Programs	Outreach to Health Practitioners (HP)	Consumer Health	Training for Elec. Access	Exhibits	Tech/Policy, LIP & Connections		
Professional Personnel	52,334	31,474	21,181	39,123	26,074	26,074	196,261	
Support Personnel	11,985	7,487	7,487	7,487	8,947	7,899	51,293	
Fringe Benefits	21,225	12,857	9,461	15,381	11,557	11,211	81,693	
Nonexpendable Property								
Equipment under \$5,000	10,500	200	200	-	4,000	3,700	18,600	
Supplies	5,147	5,050	4,800	-	6,480	3,293	24,770	
Travel: Staff	19,890	2,066	437	-	1,435	4,217	28,045	
Other	26,086	1,406	-	-	10,799	-	38,291	
Total Travel	45,976	3,472	437	-	12,234	4,217	66,336	
Consultant Fee	8,740	3,240	3,240	3,240	-	7,055	25,515	
Communications	5,800	2,280	2,280	2,780	2,000	3,980	19,120	
Reproduction	5,260	-	-	-	-	-	5,260	
Subcontracts w/ IDC	140,000						140,000	
Subcontracts no IDC	803,026						803,026	
Other Costs	54,050	-	1,400	25,000	7,850	28,700	117,000	
Total Direct Costs	1,164,044	66,060	50,486	93,012	79,143	96,130	1,548,874	
[Modified Total Dir. Costs]	361,018	66,060	50,486	93,012	79,143	96,130	745,848	
IDC Rate	27.50%	27.50%	27.50%	27.50%	27.50%	27.50%	27.50%	
Overhead/IDC (27.5%)	99,280	18,166	13,884	25,578	21,764	26,436	205,108	
Total	1,263,324	84,226	64,369	118,590	100,907	122,565	2,000,089	

NN/LM Services Personnel Allocation
FINAL PROPOSAL REVISION

RFP Number: NLM RFP 05-103/MMW
 Contractor: University of Utah, Salt Lake City, UT
 Period Covered: May 1, 2007 to April 30, 2008
 Date Submitted: July 15, 2006
 Revised Date Submitted: January 3, 2006

Program Areas

Outreach Programs

Name/Job Title	Network Programs	Outreach to HPs	Consumer Health	Training for Elec. Access	Exhibits & Connections	Tech/Policy/ LIP & Connections	Total FTE	Base Annual Salary (Gross)	Annual Fringe Benefits	Contract Salary Amount	Contract Fringe Benefits
Hamasu, Claire	0.2	0.16	0.16	0.16	0.16	0.16	1.00	88,441	29,186	88,441	29,186
Dennis, Sharon	0.2	0.1	0.025	0.3	0.1	0.1	0.83	65,245	21,531	53,827	17,763
TBN	0.4	0.2	0.1	0.1	0.1	0.1	1.00	53,993	17,818	53,993	17,818
Peay, Wayne J	0.016	0.016	0.016	0.016	0.016	0.016	0.10	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
Subtotal (Professional Personnel)	0.816	0.301	0.576	0.376	0.376	0.376	2.92	xxxxxxx	xxxxxxx	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
Salmund, Camille	0.15	0	0	0	0	0	0.15	29,987	9,896	4,498	1,484
Sawyer, Suzanne	0.16	0.16	0.16	0.16	0.2	0.16	1.00	36,500	12,045	36,500	12,045
							0.00	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
Subtotal (Support Personnel)	0.35	0.2	0.2	0.24	0.21	0.21	1.40	xxxxxxx	xxxxxxx	51,293	16,926
TOTAL (All Personnel)	1.166	0.501	0.776	0.616	0.586	0.586	4.32	xxxxxxx	xxxxxxx	247,554	81,693

NN/LM Services Budget
 FINAL PROPOSAL REVISION

RFP Number: NLM RFP 05-103/VMW

Period Covered: May 1, 2008 to April 30, 2009

Date Submitted: July 15, 2005

Revised Date Submitted: January 3, 2006

Contractor: University of Utah, Salt Lake City, UT

Program Areas

Line Items	Outreach Programs						Total
	Network Programs	Outreach to Health Practitioners (HP)	Consumer Health	Training for Elec. Access	Exhibits	Tech/Policy HP & Connections	
Professional Personnel	54,428	32,733	22,028	40,688	27,117	27,117	204,112
Support Personnel	12,465	7,787	7,787	7,787	9,305	8,215	53,345
Fringe Benefits	22,075	13,371	9,839	15,997	12,019	11,660	84,961
Nonexpendable Property							-
Equipment under \$5,000	26,000						26,000
Supplies	25,364						25,364
Travel: Staff	27,076						27,076
Other	39,210						39,210
Total Travel	66,286		-	-	-	-	66,286
Consultant Fee	69,015						69,015
Communications	19,579						19,579
Reproduction	5,386						5,386
Subcontracts w/ IDC	121,000						121,000
Subcontracts no IDC	749,845						749,845
Other Costs	161,537						161,537
Total Direct Costs	1,332,979	53,891	39,654	64,472	48,442	46,992	1,586,430
[Modified Total Dir. Costs]	583,134	53,891	39,654	64,472	48,442	46,992	836,585
IDC Rate	27.50%	27.50%	27.50%	27.50%	27.50%	27.50%	27.50%
Overhead/IDC (27.5%)	160,362	14,820	10,905	17,730	13,322	12,923	230,061
Total	1,493,341	68,711	50,559	82,202	61,763	59,915	1,816,491

NI/LM Services Personnel Allocation
FINAL PROPOSAL REVISION

RFP Number: NLM RFP 05-103/MW
 Contractor: University of Utah, Salt Lake City, UT
 Period Covered: May 1, 2008 to April 30, 2009
 Date Submitted: July 16, 2005
 Revised Date Submitted: January 3, 2006

Program Areas

Name/Job Title	Network Programs	Outreach to HPs	Consumer Health	Training for Elec. Access	Exhibits & Connections	Tech/Policy LIP & Connections	Total FTEs	Base Annual Salary (Gross)	Annual Fringe Benefits	Contract Salary Amount	Contract Fringe Benefits
Hamasu, Claire	0.2	0.16	0.16	0.16	0.16	0.16	1.00	91,979	30,353	91,979	30,353
Dennis, Sharon	0.2	0.1	0.025	0.3	0.1	0.1	0.83	67,855	22,392	55,980	18,474
TBN	0.4	0.2	0.1	0.1	0.1	0.1	1.00	56,153	18,530	56,153	18,530
Peay, Wayne J	0.016	0.016	0.016	0.016	0.016	0.016	0.10	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
Subtotal (Professional Personnel)	0.816		0.301	0.576	0.376	0.376	2.92	xxxxxxx	xxxxxxx	204,112	67,357
(Support Personnel)											
Molyneaux, Amber	0.04	0.04	0.04	0.04	0.04	0.05	0.25	42,827	14,133	10,707	3,533
Salmond, Camille	0.15	0	0	0	0	0	0.15	31,187	10,292	4,678	1,544
Sawyer, Suzanne	0.16	0.16	0.16	0.16	0.2	0.16	1.00	37,960	12,527	37,960	12,527
							0.00	-	-	-	-
							0.00	-	-	-	-
							0.00	-	-	-	-
Subtotal (Support Personnel)	0.35		0.2	0.2	0.24	0.21	1.40	xxxxxxx	xxxxxxx	53,345	17,604
TOTAL (All Personnel)	1.166		0.501	0.776	0.616	0.586	4.32	xxxxxxx	xxxxxxx	257,457	84,961

NN/LM 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

Line Items	Outreach Programs					Total
	Network Programs	Outreach to Health Practitioners (HP)	Consumer Health	Training for Elec. Access	Exhibits	
Professional Personnel	56,605	34,042	22,909	42,316	28,202	212,276
Support Personnel	12,963	8,098	8,098	8,098	9,677	55,478
Fringe Benefits	22,957	13,906	10,232	16,637	12,500	88,359
Nonexpendable Property	-					-
Equipment under \$5,000	10,000					10,000
Supplies	25,973					25,973
Travel: Staff	27,725					27,725
Other	40,151					40,151
Total Travel	67,876		-	-	-	67,876
Consultant Fee	3,907					3,907
Communications	20,049					20,049
Reproduction	5,516					5,516
Subcontracts w/ IDC	33,000					33,000
Subcontracts no IDC	803,444					803,444
Other Costs	309,609					309,609
Total Direct Costs	1,371,900	56,046	41,240	67,051	50,379	1,635,488
[Modified Total Dir. Costs]	568,456	56,046	41,240	67,051	50,379	832,044
IDC Rate	27.50%	27.50%	27.50%	27.50%	27.50%	27.50%
Overhead/IDC (27.5%)	156,325	15,413	11,341	18,439	13,854	228,812
Total	1,528,225	71,459	52,581	85,489	64,234	1,864,299

NN/LM Services Personnel Allocation
 FINAL PROPOSAL REVISION

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

Program Areas

Name/Job Title	Network Programs	Outreach to HPs	Consumer Health	Training for Elec. Access	Exhibits & Connections	Tech/Policy/ LIP	Total FTE*	Base Annual Salary (Gross)	Annual Fringe Benefits	Contract Salary Amount	Contract Fringe Benefits	
Outreach Programs												
Hamasu, Claire	0.2	0.16	0.16	0.16	0.16	0.16	1.00	95,658	31,567	95,658	31,567	
Dennis, Sharon	0.2	0.1	0.025	0.3	0.1	0.1	0.83	70,569	23,288	58,219	19,212	
TBN	0.4	0.2	0.1	0.1	0.1	0.1	1.00	58,399	19,272	58,399	19,272	
Peay, Wayne J	0.016	0.016	0.016	0.016	0.016	0.016	0.10					
							0.00					
							0.00					
							0.00					
							0.00					
							0.00					
Subtotal (Professional Personnel)	0.816	0.301	0.576	0.376	0.376	0.376	2.92	xxxxxxx	xxxxxxx	212,276	70,051	
(Support Personnel)												
Molyneux, Amber	0.04	0.04	0.04	0.04	0.04	0.05	0.25	44,540	14,698	11,135	3,675	
Salmond, Camille	0.15	0	0	0	0	0	0.15	32,434	10,703	4,865	1,605	
Saywer, Suzanne	0.16	0.16	0.16	0.16	0.2	0.16	1.00	39,478	13,028	39,478	13,028	
							0.00					
							0.00					
							0.00					
Subtotal (Support Personnel)	0.35	0.2	0.2	0.24	0.24	0.21	1.40	xxxxxxx	xxxxxxx	55,478	18,308	
TOTAL (All Personnel)	1.166	0.501	0.776	0.616	0.586	0.586	4.32	xxxxxxx	xxxxxxx	267,754	88,359	

NN/LM Services Budget
FINAL PROPOSAL REVISION

RFP Number: NLIM RFP 05-103/MW

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

Program Areas

Line Items	Outreach Programs						Total
	Network Programs	Outreach to Health Practitioners (HP)	Consumer Health	Training for Elec. Access	Exhibits	Tech/Policy, LIP & Connections	
Professional Personnel	58,869	35,404	23,826	44,009	29,330	29,330	220,767
Support Personnel	13,482	8,422	8,422	8,422	10,064	8,885	57,697
Fringe Benefits	23,876	14,462	10,642	17,302	13,000	12,611	91,893
Nonexpendable Property	26,000						26,000
Equipment under \$5,000	8,600						8,600
Supplies	26,597						26,597
Travel: Staff	28,391						28,391
Other	41,115						41,115
Total Travel	69,506		-	-	-	-	69,506
Consultant Fee	22,000						22,000
Communications	20,530						20,530
Reproduction	5,648						5,648
Subcontracts w/ IDC	-						-
Subcontracts no IDC	802,252						802,252
Other Costs	327,172						327,172
Total Direct Costs	1,404,532	58,288	42,889	69,733	52,395	50,826	1,678,663
[Modified Total Dir. Costs]	576,280	58,288	42,889	69,733	52,395	50,826	850,411
IDC Rate	27.50%	27.50%	27.50%	27.50%	27.50%	27.50%	27.50%
Overhead/IDC (27.5%)	158,477	16,029	11,795	19,176	14,409	13,977	233,863
Total	1,563,009	74,317	54,684	88,909	66,803	64,804	1,912,526

NN/LM Services Personnel Allocation
 FINAL PROPOSAL REVISION

RFP Number: NLM RFP 05-103/MMW

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

Program Areas

Name/Job Title	Network Programs	Outreach to HPs	Consumer Health	Training for Elec. Access	Exhibits	Tech/Policy//LIP & Connections	Total FTE	Base Annual Salary (Gross)	Annual Fringe Benefits	Contract Salary Amount	Contract Fringe Benefits	
Outreach Programs												
(Professional Personnel)												
Hamasu, Claire	0.2	0.16	0.16	0.16	0.16	0.16	1.00	99,484	32,830	99,484	32,830	
Dennis, Sharon	0.2	0.1	0.025	0.3	0.1	0.1	0.83	73,392	24,219	60,548	19,981	
TBN	0.4	0.2	0.1	0.1	0.1	0.1	1.00	60,735	20,043	60,735	20,043	
Peay, Wayne J	0.016	0.016	0.016	0.016	0.016	0.016	0.10	-	-	-	-	
							0.00	-	-	-	-	
							0.00	-	-	-	-	
							0.00	-	-	-	-	
							0.00	-	-	-	-	
							0.00	-	-	-	-	
Subtotal (Professional Personnel)	0.816		0.301	0.576	0.376	0.376	2.92	xxxxxxx	xxxxxxx	220,767	72,854	
(Support Personnel)												
Molyneux, Amber	0.04	0.04	0.04	0.04	0.04	0.05	0.25	46,322	15,286	11,581	3,822	
Salmund, Camille	0.15	0	0	0	0	0	0.15	33,732	11,132	5,060	1,670	
Sawyer, Suzanne	0.16	0.16	0.16	0.16	0.2	0.16	1.00	41,057	13,549	41,057	13,549	
							0.00	-	-	-	-	
							0.00	-	-	-	-	
							0.00	-	-	-	-	
Subtotal (Support Personnel)	0.35		0.2	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	

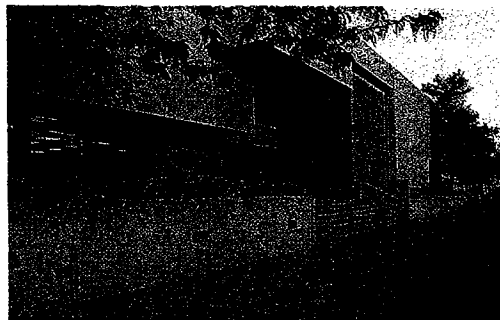
Qualifications of the Offeror

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 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/>.

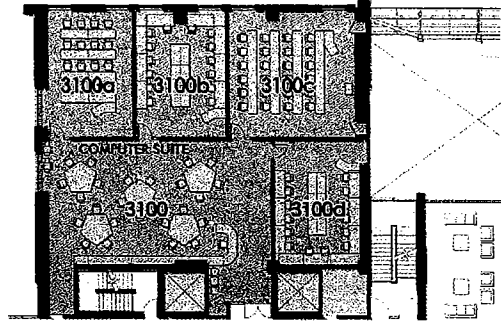
In 2003, the library recruited a public librarian, who had been the Assistant Director of the Salt Lake City Public Library, to lead a public library outreach project funded by a LSTA grant. This project was recognized by The National Commission on Libraries and Information Science (NCLIS) the 2004 NCLIS 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

Begun as a student project in 1985 and led by Dr. Suzanne Stenness, 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/uhsic/>.

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 \$68,000 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.

Utilization of New Computerized Information Network by Family Training Programs. Response to Request for Proposals from the Health Services Research Administration. Approved and funded for \$89,904, 1987 - 1988.

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 that 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: Utahealthnet. 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
Dates: 2/1/2005 – 1/31/2006

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: Utahealthnet
Dates: 1/1/2005 – 12/31/2007

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
Dates: 8/1/2003 – 7/31/2006

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
Dates: 4/1/2003- 9/15/2004

Grant number: 2 G08 LM05684-04
Agency: National Library of Medicine
Grant Specialist: Unavailable
Science Administrator: Unavailable
Description of Work: A Model Multimedia Support Center for the Health Sciences - Renewal
Dates: 09/01/1998 – 08/31/2001

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
Dates: 09/01/1995 – 08/31/1998

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
Dates:09/15/1995 – 09/14/1996

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: WFBIUS6S

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 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. 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.

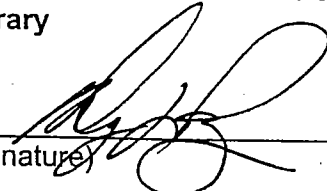
Information Services

13. Support document delivery and reference services for public libraries in Colorado to the extent possible.
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 web site 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.

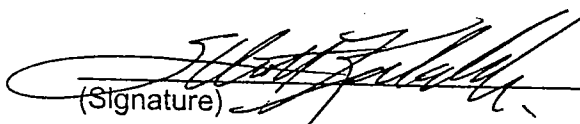
FOR

**University of Utah
Spencer S. Eccles Health Sciences
Library**


(Signature)

Wayne J. Peay
Director

Office of Sponsored Projects


(Signature)

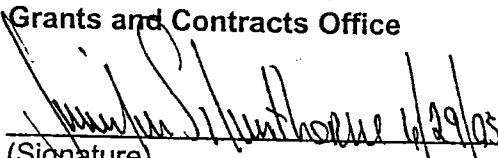
Elliott Kulakowski
Director

**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
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

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

- 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

13. Support document delivery and reference services for public libraries in Nebraska.
14. Participate in the implementation of health professional outreach programs.

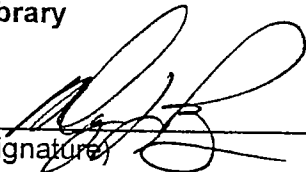
15. Participate in the implementation of outreach programs to improve the public's access to electronic health information.
16. Include NLM resources as part of Resource Library outreach.
17. Provide outreach to the public through consumer health resources on the library web site and/or through a consumer 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.

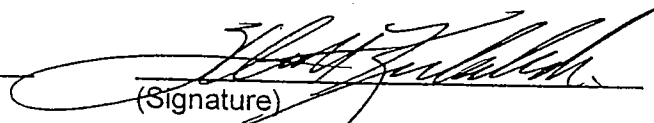
This agreement may be amended by written mutual consent, or terminated anytime by the Resource Library or the National Network of Libraries of Medicine, MidContinental Region by giving 60 days written notice.

FOR

**University of Utah
Spencer S. Eccles Health Sciences
Library**

Office of Sponsored Projects


(Signature)

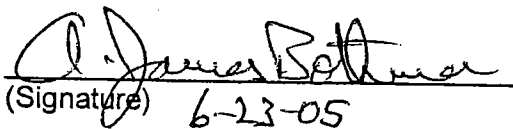

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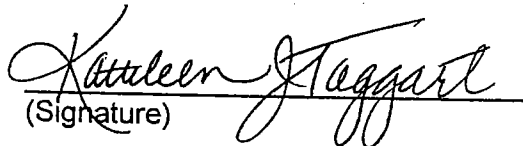
Wayne J. Peay
Director

Elliott Kulakowski
Director

**Creighton University
Health Sciences Library**

Office of Sponsored Projects


(Signature) 6-23-05


(Signature)

A. James Bothmer, Director
(Name and Title of Signer)

Kathleen J. Taggart,
(Name and Title of Signer)
Director, Grants Administration

Creighton University
 Health Sciences Library
 Type of Subcontract: RML Liaison - Special Project
 Period of Performance: May 1, 2006 - April 30, 2011

FINAL PROPOSAL REVISION

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Professional Salaries	50,000	52,000	54,080	56,243	58,493	270,816
Fringe Benefits	13,750	14,487	15,261	16,035	16,852	76,385
<i>Total Personnel Expenditures</i>	63,750	66,487	69,341	72,278	75,345	347,201
Equipment	-	3,000	-	3,000	-	6,000
Supplies	500	500	500	500	500	2,500
Travel	5,500	5,500	5,500	5,500	5,500	27,500
Communications	300	300	300	300	300	1,500
Reproduction	500	500	500	500	500	2,500
Other Costs	1,074	5,605	5,605	5,605	5,605	23,494
<i>Total Non-Personnel Expenditures</i>	7,874	15,405	12,405	15,405	12,405	63,494
<i>Total Direct Expenditures</i>	71,624	81,892	81,746	87,683	87,750	410,695
IDC Rate	43.50%	43.50%	43.50%	43.50%	43.50%	43.50%
Overhead/IDC	31,156	35,623	35,560	38,142	38,171	178,653
TOTAL EXPENDITURES	102,780	117,515	117,306	125,825	125,921	589,348

- 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

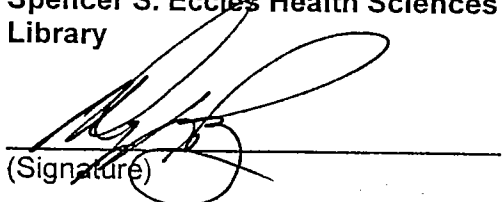
13. Support document delivery and reference services for public libraries in Kansas.
14. Participate in the implementation of health professional outreach programs.

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 web site 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

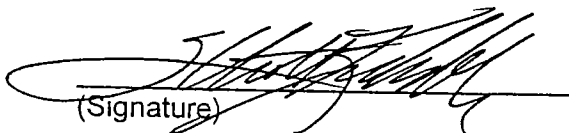
**University of Utah
Spencer S. Eccles Health Sciences
Library**



(Signature)

Wayne J. Peay
Director

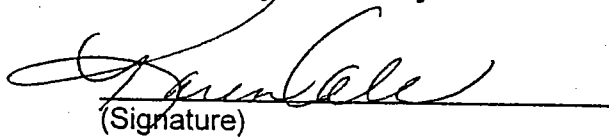
Office of Sponsored Projects



(Signature)

Elliott Kulakowski
Director

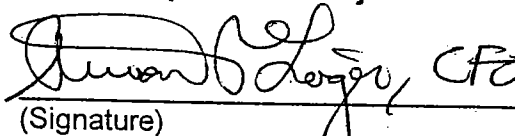
**University of Kansas
Archie R. Dykes Library**



(Signature)

KAREN COLE DIRECTOR
(Name and Title of Signer)

Office of Sponsored Projects



(Signature)

**Ted Knous, PhD
Associate Vice Chancellor for
Research Administration**
(Name and Title of Signer)

University of Kansas Medical Center
A.R. Dykes Library
Type of Subcontract: RML Liaison - State Services & Special Project
Period of Performance: May 1, 2006 - April 30, 2011

FINAL PROPOSAL REVISION

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Professional Salaries	46,042	57,460	59,758	62,149	64,635	290,044
Fringe Benefits	12,892	16,089	16,732	17,402	18,098	81,212
Total Personnel Expenditures	58,934	73,549	76,491	79,550	82,732	371,256
Equipment	-	3,000	-	3,000	-	6,000
Supplies	500	500	500	500	500	2,500
Travel	5,500	5,500	5,500	5,500	5,500	27,500
Communications	1,000	1,000	1,000	1,000	1,000	5,000
Reproduction	500	500	500	500	500	2,500
Other Costs	77	4,905	4,905	4,905	4,905	19,697
Total Non-Personnel Expenditures	7,577	15,405	12,405	15,405	12,405	63,197
Total Direct Expenditures	66,511	88,954	88,896	94,955	95,137	434,453
IDC Rate	44.70%	44.70%	44.70%	44.70%	44.70%	44.70%
Overhead/IDC	29,730	39,762	39,736	42,445	42,526	194,201
TOTAL EXPENDITURES	96,241	128,716	128,632	137,400	137,664	628,654

- 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

13. Support document delivery and reference services for public libraries in Missouri.

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 web site 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

Office of Sponsored Projects

(Signature)

(Signature)

Wayne J. Peay
Director

Elliott Kulakowski
Director

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

Office of Sponsored Projects

(Signature)

(Signature)

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

(Name and Title of Signer)

University of Missouri-Columbia
 J. Otto Lottes Health Sciences Library
 Type of Subcontract: RML Liaison - State Services & Special Project
 Period of Performance: May 1, 2006 - April 30, 2011

FINAL PROPOSAL REVISION

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

- 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 (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 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 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 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.

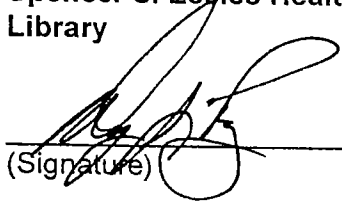
Information Services

13. Support document delivery and reference services for public libraries in Nebraska.
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 web site 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)

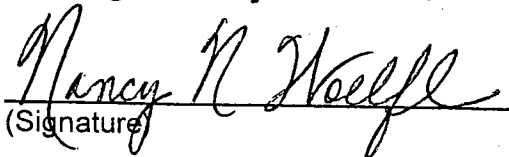
Wayne J. Peay
Director

Office of Sponsored Projects


(Signature)

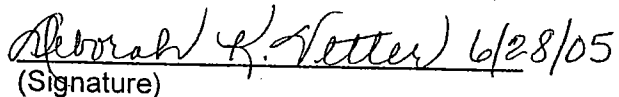
Elliott Kulakowski
Director

**University of Nebraska
McGoogan Library of Medicine**


(Signature)

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

Office of Sponsored Projects


(Signature)

Deborah K. Vetter, Director,
Sponsored Programs, UNMC

University of Nebraska Medical Center
 McGoogan Library of Medicine
 Type of Subcontract: RML Liaison - State Services & Special Project
 Period of Performance: May 1, 2006 - April 30, 2011

FINAL PROPOSAL REVISION

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Professional Salaries	51,172	53,219	55,348	57,562	59,864	277,165
Fringe Benefits	14,328	14,901	15,497	16,117	16,762	77,606
Total Personnel Expenditures	65,500	68,120	70,845	73,679	76,626	354,771
Equipment	-	3,000	-	3,000	-	6,000
Supplies	500	500	500	500	500	2,500
Travel	5,500	5,500	5,500	5,500	5,500	27,500
Communications	700	700	700	700	700	3,500
Reproduction	500	500	500	500	500	2,500
Other Costs	570	5,205	5,205	5,205	5,205	21,390
Total Non-Personnel Expenditures	7,770	15,405	12,405	15,405	12,405	63,390
Total Direct Expenditures	73,270	83,525	83,250	89,084	89,031	418,161
IDC Rate	26%	26%	26%	26%	26%	26%
Overhead/IDC	19,050	21,717	21,645	23,162	23,148	108,722
TOTAL EXPENDITURES	92,321	105,242	104,895	112,246	112,179	526,883

- 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

13. Support document delivery and reference services for public libraries in Missouri.
14. Participate in the implementation of health professional outreach programs.

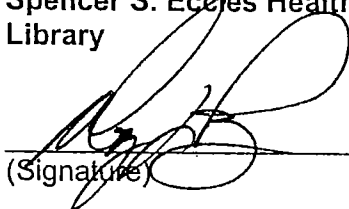
15. Participate in the implementation of outreach programs to improve the public's access to electronic health information.
16. Include NLM resources as part of Resource Library outreach.
17. Provide outreach to the public through consumer health resources on the library web site and/or through a consumer 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.

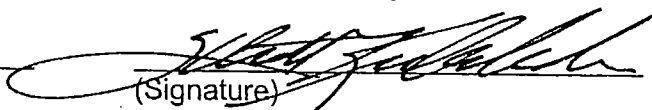
FOR

**University of Utah
Spencer S. Eccles Health Sciences
Library**

Office of Sponsored Projects



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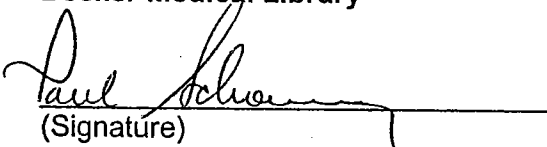
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Wayne J. Peay
Director

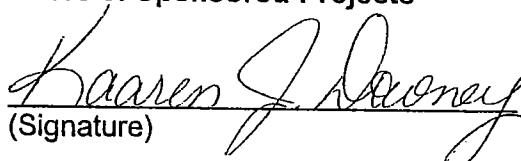
Elliott Kulakowski
Director

**Washington University
Becker Medical Library**

Office of Sponsored Projects



(Signature)



(Signature)

Paul Schoening, Assoc. Dean
(Name and Title of Signer)

Kaaren J. Downey
Assistant Director, Research Office
(Name and Title of Signer)

Washington University School of Medicine
 Bernard Becker Medical Library
 Type of Subcontract: RML Liaison - Special Project
 Period of Performance: May 1, 2006 - April 30, 2011

FINAL PROPOSAL REVISION

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Professional Salaries	49,000	50,960	52,998	55,118	57,323	265,400
Fringe Benefits	13,230	13,759	14,310	14,882	15,477	71,658
Total Personnel Expenditures	62,230	64,719	67,308	70,000	72,800	337,058
Equipment	-	3,000	-	3,000	-	6,000
Supplies	500	500	500	500	500	2,500
Travel	5,500	5,500	5,500	5,500	5,500	27,500
Communications	1,000	1,000	1,000	1,000	1,000	5,000
Reproduction	500	500	500	500	500	2,500
Other Costs	464	4,905	4,905	4,905	4,905	20,084
Total Non-Personnel Expenditures	7,964	15,405	12,405	15,405	12,405	63,584
Total Direct Expenditures	70,194	80,124	79,713	85,405	85,205	400,642
IDC Rate	30%	30%	30%	30%	30%	30%
Overhead/IDC	21,058	24,037	23,914	25,622	25,562	120,193
TOTAL EXPENDITURES	91,252	104,161	103,627	111,027	110,767	520,834

- 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

13. Support document delivery and reference services for public libraries in Wyoming.
14. Participate in the implementation of health professional outreach programs.

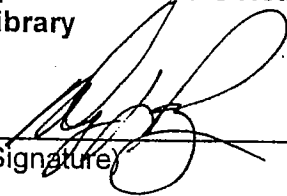
15. Participate in the implementation of outreach programs to improve the public's access to electronic health information.
16. Include NLM resources as part of Resource Library outreach.
17. Provide outreach to the public through consumer health resources on the library web site and/or through a consumer 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.

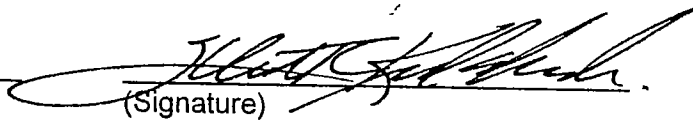
FOR

**University of Utah
Spencer S. Eccles Health Sciences
Library**

Office of Sponsored Projects



(Signature)



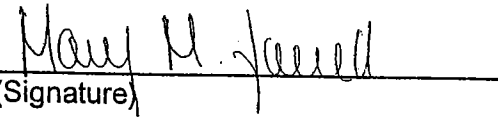
(Signature)

Wayne J. Peay
Director

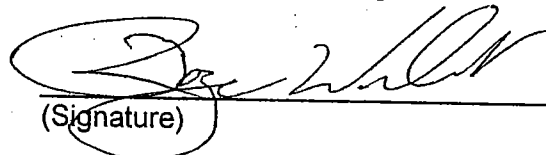
Elliott Kulakowski
Director

**University of Wyoming
Libraries**

Office of Sponsored Projects



(Signature)



(Signature)

Mary M. Farrell
Dean of Libraries

6/27/05

(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

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Professional Salaries	32,648	33,954	35,312	36,724	38,193	176,830
Support Salaries	1,735	1,735	1,735	1,735	1,735	8,674
Fringe Benefits	12,034	12,491	12,966	13,461	13,975	64,926
Total Personnel Expenditures	46,416	48,179	50,013	51,920	53,903	250,430
Equipment	-	3,000	-	3,000	-	6,000
Supplies	221	500	500	500	500	2,221
Travel	3,500	3,500	3,500	3,500	3,500	17,500
Communications	1,200	1,200	1,200	1,200	1,200	6,000
Reproduction	500	500	500	500	500	2,500
Other Costs	-	3,000	3,000	3,000	3,000	12,000
Total Non-Personnel Expenditures	5,421	11,700	8,700	11,700	8,700	46,221
Total Direct Expenditures	51,837	59,879	58,713	63,620	62,603	296,651
IDC Rate	30%	30%	30%	30%	30%	30%
Overhead/IDC	15,551	17,964	17,614	19,086	18,781	88,995
TOTAL EXPENDITURES	67,388	77,843	76,327	82,705	81,383	385,647

- 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).

I. 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
16. FAR 52.222-48 Exemption From Application of Service Contract Act Provisions
17. FAR 52.223-4 Recovered Material Certification
18. FAR 52.223-13 Certification of Toxic Chemical Release Reporting
19. FAR 52.225-2 Buy American Act--Balance of Payments Program Certificate
20. FAR 52.225-4 Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program 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 52.230-1 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)

Elliott C. Kulakowski

(Typed Name of Authorized Individual)

NLM-05-103-VMW

(RFP No.)

6/29/05
(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
.....
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.
- (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 (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.

- (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 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:

Place of Performance (Street Address (City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
<u>10 N 1900 E</u>	
<u>Bldg 589</u>	
<u>Salt Lake City, UT 84112</u>	

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, 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.

(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.

ALTERNATE I (OCTOBER 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

- (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.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

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

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)**

(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.

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 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.

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)

(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 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 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.

19. 52.225-2 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(FEBRUARY 2000)

[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--Balance of Payments Program 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 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":

Canadian or Israeli End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

21. **52.225-6 TRADE AGREEMENTS CERTIFICATE - (FEBRUARY 2000)**

[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.

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 subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such 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 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:

24. **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

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.

I. 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.

- (5) Certificate of Disclosure Statement Due Date by Educational Institution.
(ALTERNATE I - 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

25. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (DECEMBER 1994)

(Note: This certification applies only to those contract 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.

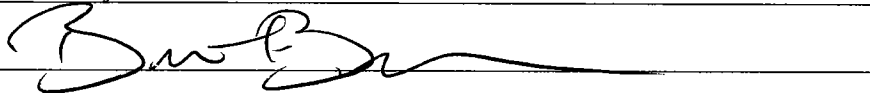
26. 15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA

(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



Barbara K. Nielsen
Director

MEMORANDUM

TO: To Whom It May Concern
FROM: Barbara Nielsen: *BN*
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/lw

Governmental Accounting and Support Services

Mailing Address:
201 S Presidents Circle RM 408
Salt Lake City, Utah 84112-9023

408 Park Building
(801) 581-5989 • Fax: (801) 585-5257
Email: bnielsen@park.admin.utah.edu

Appendix 2
Staff and Other Travel Forms

TRAVEL FORM -
Staff Travel

FINAL PROPOSAL REVISION

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

a. Staff Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel			TOTAL		
						Per Person Night	# of Nights	Meals Per Person			
NP	Wayne Peay	Salt Lake City, UT/ St. Louis, MO	Regional-Advisory-Board Mfg. & MCMLA Oct. 9-14, 2006	Air	400	150	5	51	6	50	1,506
NP	Claire Hamasu	Salt Lake City, UT/ St. Louis, MO	Regional-Advisory-Board Mfg. & MCMLA Oct. 9-14, 2006	Air	400	150	5	51	6	50	1,506
NP	Sharon-Dennis	Salt Lake City, UT/ St. Louis, MO	Regional-Advisory-Board Mfg. & MCMLA Oct. 9-14, 2006	Air	400	150	5	51	6	50	1,506
NP	Network Liaison	Salt Lake City, UT/ St. Louis, MO	Regional-Advisory-Board Mfg. & MCMLA Oct. 9-14, 2006	Air	400	150	5	51	6	50	1,506
NP	Wayne Peay	Salt Lake City, UT/ St. Louis, MO	MCMLA Oct. 11-13, 2006	Air	400	150	3	51	4	50	1,104
NP	Claire Hamasu	Salt Lake City, UT/ St. Louis, MO	MCMLA Oct. 11-13, 2006	Air	400	150	3	51	4	50	1,104
NP	Sharon Dennis	Salt Lake City, UT/ St. Louis, MO	MCMLA Oct. 11-13, 2006	Air	400	150	3	51	4	50	1,104
NP	Network Liaison	Salt Lake City, UT/ St. Louis, MO	MCMLA Oct. 11-13, 2006	Air	400	150	3	51	4	50	1,104
NP	Claire Hamasu	Salt Lake City, UT/ Denver, CO	Planning Meeting November 2006	Air	300	150	2	47	3	50	791
NP	Sharon Dennis	Salt Lake City, UT/ Denver, CO	Planning Meeting November 2006	Air	300	150	2	47	3	50	791
NP	Network Member Liaison	Salt Lake City, UT/ Denver, CO	Planning Meeting November 2006	Air	300	150	2	47	3	50	791

TRAVEL FORM -
Staff Travel

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Period Covered: May 1, 2006 - April 30, 2007

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Revised Date Submitted: January 3, 2006

Contractor: University of Utah

a. Staff Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel		Meals		Other	TOTAL
						Per Night	# of Nights	Per Person	Per Person		
NP	Wayne Peay	Salt Lake City, UT/ Phoenix, AZ	RML Director's Meeting & MLA May 18-24, 2006	Air	250	150	5	47	6	50	1,332
NP	Claire Hamasu	Salt Lake City, UT/ Phoenix, AZ	RML Director's Meeting & MLA May 18-24, 2006	Air	250	150	5	47	6	50	1,332
NP	Sharon Dennis	Salt Lake City, UT/ Phoenix, AZ	RML Director's Meeting & MLA May 18-24, 2006	Air	250	150	5	47	6	50	1,332
NP	Network Liaison	Salt Lake City, UT/ Phoenix, AZ	RML Director's Meeting & MLA May 18-24, 2006	Air	250	150	5	47	6	50	1,332
HP	Wayne Peay	Salt Lake City, UT/ Albuquerque, NM	Native American Outreach Meeting Date TBA	Air	275	150	2	43	3	50	754
HP	Claire Hamasu	Salt Lake City, UT/ Albuquerque, NM	Native American Outreach Meeting Date TBA	Air	275	150	2	43	3	50	754
TA	Sharon Dennis	Salt Lake City, UT/ San Jose, CA	Professional Technology Conference	Air	350	150	3	51	4	50	1,054
TA	Sharon Dennis	Salt Lake City, UT/ Denver, CO	Videobroadcast Training	Air	300	150	2	47	3	50	791
TA	Sharon Dennis	Salt Lake City, UT/ Kirksville, MO	Videobroadcast Training	Air	400	150	2	34	3	50	843
TA	Sharon Dennis	Salt Lake City, UT/ Wichita, KS	Videobroadcast Training	Air	300	150	2	43	3	50	779
TA	Sharon Dennis	Salt Lake City, UT/ Laramie, WY	Wyoming Symposium	Auto	260	150	2	34	3	50	703
NP	Wayne Peay	Salt Lake City, UT/ Bethesda, MD	RML Directors Meeting December 2006	Air	500	150	2	51	3	50	1,003

TRAVEL FORM -
Staff Travel

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Contractor: University of Utah

a. Staff Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel			Other	TOTAL
						Per Person Night	# of Nights	Meals Per Person		
NP	Claire Hamasu	Salt Lake City, UT/ Bethesda, MD	RML-Directors Meeting- December 2006	Air	500	150	2	54	3	1,003
NP	Network Member- Liaison	Salt Lake City, UT/ Portland, OR	Pacific Northwest Sharing- Conference-Date TBA	Air	275	150	2	43	3	754
NP	Claire Hamasu	Salt Lake City, UT/New- York, NY	C2-Connect and- Collaborate-Sept. 2006	Air	300	150	2	54	3	803
HP	Utah Liaison	Salt Lake City, UT/St- George, UT	Visit Community Health- Center (Café to Go) (Date TBA)	Auto	200	150	2	34	3	643
NP	Utah Liaison	Salt Lake City, UT/Salt- Lake City, UT	Visit CTCNet-center CH- Module presentation (Date TBA)	Auto						50
NP	Utah Liaison	Salt Lake City, UT/St- George, UT	Local Health Dept.	Auto	200	150	2	34	3	643
NP	Utah Liaison	Salt Lake City, UT/ San Juan County, UT	Local Health Dept.	Auto	200	150	3	31	4	824
NP	Utah Liaison	Salt Lake City, UT/ Price, UT	Local Health Dept.	Auto	85	150	2	34	3	528
NP	Utah Liaison	Salt Lake City, UT/ Richfield, UT	Network Member Visit	Auto	175	150	2	34	3	618
NP	Utah Liaison	Salt Lake City, UT/ Moab, UT	Network Member Visit	Auto	175	150	2	34	3	618
NP	Utah Liaison	Salt Lake City, UT/ Logan, UT	Network Member Visit	Auto	60	150	1	34	2	322
EX	Utah Liaison	Salt Lake City, UT/Park- City, UT	Exhibit-Association of Utah-Community Health- AUCH	Auto						50

TRAVEL FORM -
Staff Travel

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a. Staff Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel				TOTAL	
						Per Person Night	# of Nights	Meals Per Person	# of Days		
EX	Utah Liaison	Salt Lake City, UT/ Ogden, UT	Exhibit Utah Nurses' Association	Auto						50	50
EX	Utah Liaison	Salt Lake City, UT/Park City, UT	Exhibit Utah Public Health Association	Auto						50	50
EX	Utah Liaison	Salt Lake City, UT/ Provo, UT	Exhibit Rural Health Association of Utah	Auto						50	50
EX	Utah Liaison	Salt Lake City, UT/Park City, UT	Exhibit Utah Bioreform Conference	Auto						50	50
EX	Utah Liaison	Salt Lake City, UT/ St. George, UT	Exhibit Utah Library Association	Auto	200	150	3	31	4	50	824
EX	Network Member Liaison	Salt Lake City, UT/ Las Vegas, NV	Nat'l Dental Assn Oct 16-19, 2006	Air	200	150	4	43	5	50	1,065
EX	Network Member Liaison	Salt Lake City, UT/ Salt Lake City, UT	Assigned National Exhibit TBA	Auto						50	50
EX	Sharon Dennis	Salt Lake City, UT/ Salt Lake City, UT	Assigned National Exhibit TBA	Auto						50	50
HP	Claire Hamasu	Salt Lake City, UT/ Washington, DC	Partners Steering Committee Meeting Fall 2006	Air	500	150	1	51	2	50	802
HP	Claire Hamasu	Salt Lake City, UT/ Washington, DC	Partners Steering Committee Meeting Spring 2007	Air	500	150	1	51	2	50	802
TOTAL Staff Travel										19,999	

TRAVEL FORM -
Other Travel
FINAL PROPOSAL REVISION

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Contractor: University of Utah

b. Other Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel Per Person Per Night	# of Nights	Meals Per Person Per Day	# of Days	Other	TOTAL
NP	Barb Jones	Columbia, MO/ St. Louis, MO	Regional Advisory Board- Mtg. & MCMLA Oct. 9-14, 2006	Auto	400	150	5	54	6	50	1,206
NP	Kansas Liaison	Kansas City, KS/ St. Louis, MO	Regional Advisory Board- Mtg. & MCMLA Oct. 9-14, 2006	Air	200	150	5	54	6	50	1,306
NP	Thomas Gibbs	Kansas City, KS/ St. Louis, MO	Regional Advisory Board- Mtg. & MCMLA Oct. 9-14, 2006	Air	200	150	5	54	6	50	1,306
NP	Siobhan-Champ-Blackwell	Omaha, NE/ St. Louis, MO	Regional Advisory Board- Mtg. & MCMLA Oct. 9-14, 2006	Air	200	150	5	54	6	50	1,306
NP	Marty Magee	Omaha, NE/ St. Louis, MO	Regional Advisory Board- Mtg. & MCMLA Oct. 9-14, 2006	Air	200	150	5	54	6	50	1,306
NP	Mary Henning	Laramie, WY/ St. Louis, MO	Regional Advisory Board- Mtg. & MCMLA Oct. 9-14, 2006	Air	600	150	5	54	6	50	1,706
NP	Dana-Abbey	Denver, CO/ St. Louis, MO	Regional Advisory Board- Mtg. & MCMLA Oct. 9-14, 2006	Air	300	150	5	54	6	50	1,406
NP	Barb Jones	Columbia, MO/ St. Louis, MO	MCMLA Oct. 11-13, 2006	Auto	100	150	3	51	4	50	804
NP	Kansas Liaison	Kansas City, KS/ St. Louis, MO	MCMLA Oct. 11-13, 2006	Air	200	150	3	51	4	50	904
NP	Thomas Gibbs	Kansas City, KS/ St. Louis, MO	MCMLA Oct. 11-13, 2006	Air	200	150	3	51	4	50	904
NP	Siobhan Champ-Blackwell	Omaha, NE/ St. Louis, MO	MCMLA Oct. 11-13, 2006	Air	200	150	3	51	4	50	904
NP	Marty Magee	Omaha, NE/ St. Louis, MO	MCMLA Oct. 11-13, 2006	Air	200	150	3	51	4	50	904
NP	Mary Henning	Laramie, WY/ St. Louis, MO	MCMLA Oct. 11-13, 2006	Air	600	150	3	51	4	50	1,304
NP	Dana Abbey	Denver, CO/ St. Louis, MO	MCMLA Oct. 11-13, 2006	Air	300	150	3	51	4	50	1,004

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Other Travel
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b. Other Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel Per Person Per Night	# of Nights	Meals Per Person Per Day	# of Days	Other	TOTAL
NP	J-Bothmer	Omaha, NE/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Air	200	150	4	51	2	50	502
NP	K-Cole	Kansas City, KS/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Air	200	150	4	51	2	50	502
NP	B-Jimenez	Omaha, NE/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Air	200	150	4	51	2	50	502
NP	E-Galan	Kansas City, MO/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Air	200	150	4	51	2	50	502
NP	M. B. Warren	Kansas City, MO/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Air	200	150	4	51	2	50	502
NP	TBD	Denver, CO/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Air	350	150	4	51	2	50	652
NP	TBD	Grand Junction, CO/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Air	400	150	4	51	2	50	702
NP	TBD	Cheyenne, WY/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Air	600	150	4	51	2	50	902
NP	TBD	Wichita, KS/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Air	350	150	4	51	2	50	652
NP	TBD	St. Louis, MO/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Auto						50	50
NP	TBD	Salt Lake City, UT/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Air	400	150	4	51	2	50	702
NP	TBD	Springfield, MO/ St. Louis, MO	Regional Advisory Board Mtg-Oct 9-10, 2006	Air	350	150	4	51	2	50	652
NP	Betsy Kelly	St. Louis, MO/ Denver, CO	Planning Meeting-November 2006	Air	300	150	2	47	3	50	791
NP	Barb Jones	Columbia, MO/ Denver, CO	Planning Meeting-November 2006	Air	450	150	2	47	3	50	941
NP	Kansas Liaison	Kansas City, KS/ Denver, CO	Planning Meeting-November 2006	Air	250	150	2	47	3	50	741
NP	Thomas Gibbs	Kansas City, KS/ Denver, CO	Planning Meeting-November 2006	Air	250	150	2	47	3	50	741
NP	Mary Henning	Laramie, WY/ Denver, CO	Planning Meeting-November 2006	Air	325	150	2	47	3	50	816

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Other Travel
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b. Other Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel Per Person Per Night	# of Nights	Meals Per Person Per Day	# of Days	Other	TOTAL
NP	Marty Magee	Omaha, NE/ Denver, CO	Planning Meeting- November 2006	Air	300	450	2	47	3	50	791
NP	Siobhan Champ-Blackwell	Omaha, NE/ Denver, CO	Planning Meeting- November 2006	Air	300	450	2	47	3	50	791
NP	Mary Henning	Laramie, WY/ Phoenix, AZ	RML Director's Meeting & MLA May 18-24, 2006	Air	650	150	5	47	6	50	1,732
NP	Barbara Jones	Columbia, MO/ Phoenix, AZ	RML Director's Meeting & MLA May 18-24, 2006	Air	550	150	5	47	6	50	1,632
NP	Randy Johnson	Pinedale, WY/ Salt Lake City, UT	Proposal Writing Workshop Exhibit Utah Library Association May 11-13, 2006	Auto	150	150	4	39	4	50	956
EX	Local Librarian	Salt Lake City, UT/ St. George, UT	American College of Sports Medicine May 31- June 3, 2006	Auto	200	150	2	31	3	50	643
EX	Dana Abbey	Denver, CO/ Denver, CO	American College of Sports Medicine May 31- June 3, 2006	Auto						50	50
EX	Barb Jones	Columbia, MO/ Denver, Co	American College of Sports Medicine May 31- June 3, 2006	Air	450	150	3	47	4	50	1,138
EX	Local Librarian	Denver, CO/ Denver, CO	American College of Sports Medicine May 31- June 3, 2006	Auto						50	50
EX	Siobhan Champ-Blackwell	Omaha, NE/ Washington, DC	CTCNet Jul. 27-29, 2006	Air	300	150	3	51	4	50	1,004
EX	Siobhan Champ-Blackwell	Omaha, NE/Seattle, WA	DHHS Diversity Rx Oct. 17-20, 2006	Air	300	150	4	43	5	50	1,165
EX	Dana Abbey	Denver, CO/ Denver, CO	Academy of General Dentistry Aug. 2-6, 2006	Auto					50	50	50
EX	Marty Magee	Omaha, NE/ Denver, CO	Academy of General Dentistry Aug. 2-6, 2006	Air	300	150	4	47	5	50	1,185
EX	Local Librarian	Denver, CO/ Denver, CO	Academy of General Dentistry Aug. 2-6, 2006	Auto					50	50	50
EX	Barbara Jones	Columbia, MO/ St. Louis, MO	Natl Rural Health Assn Oct 3-6, 2006	Auto	100	150	3	51	4	50	804

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Other Travel
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b. Other Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel Per Person Night	# of Nights	Meals Per Person Per Day	# of Days	Other	TOTAL
EX	Betsy Kelly	St. Louis, MO/ St. Louis, MO	Nat'l Rural Health Assn Oct 3-6, 2006	Auto						50	50
EX	Local Librarian	St. Louis, MO/ St. Louis, MO	Nat'l Rural Health Assn Oct 3-6, 2006	Auto						50	50
EX	Marty Magee	Omaha, NE/ Las Vegas, NV	Nat'l Dental Assn Oct 16-19, 2006	Air	300	150	4	43	5	50	1,165
EX	Kansas-Liaison	Kansas-City, KS/Las-Vegas, NV	Assigned-National Exhibit TBA	Air	300	150	4	43	5	50	1,165
EX	Local Librarian	Las Vegas, NV/ Las Vegas, NV	Nat'l Dental Assn Oct 16-19, 2006	Auto						50	50
EX	Siobhan Champ-Blackwell	Omaha, NE/Omaha, NE	National Respite Conference Oct 25-27, 2006	Auto						50	50
HP	CDCcynergy Trainer	Omaha, NE/ St. Louis, MO	CDCcynergy Training	Air	200	150	2	51	3	50	703
HP	CDCcynergy Trainer	Omaha, NE/ St. Louis, MO	CDCcynergy Training	Air	200	150	2	51	3	50	703
TOTAL Other Travel											19,958

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Staff Travel

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a. Staff Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel			Other	TOTAL	
						Per Person Night	# of Nights	Meals Per Person			
NP	Wayne Peay	Salt Lake City, UT/ Omaha, NE	Regional Advisory Board Meeting & MCMLA	Air	275	150	5	43	6	50	1,333
NP	Claire Hamasu	Salt Lake City, UT/ Omaha, NE	Regional Advisory Board Meeting & MCMLA	Air	275	150	5	43	6	50	1,333
NP	Sharon Dennis	Salt Lake City, UT/ Omaha, NE	Regional Advisory Board Meeting & MCMLA	Air	275	150	5	43	6	50	1,333
NP	Network Member Liaison	Salt Lake City, UT/ Omaha, NE	Regional Advisory Board Meeting & MCMLA	Air	275	150	5	43	6	50	1,333
NP	Claire Hamasu	Salt Lake City, UT/ Kansas City, KS	RML Planning Mtg. November 2007	Air	300	150	2	43	3	50	779
NP	Sharon Dennis	Salt Lake City, UT/ Kansas City, KS	RML Planning Mtg. November 2007	Air	300	150	2	43	3	50	779
NP	Network Member Liaison	Salt Lake City, UT/ Kansas City, KS	RML Planning Mtg. November 2007	Air	300	150	2	43	3	50	779
NP	Wayne Peay	Salt Lake City, UT/ Philadelphia, PA	RML Directors Mtg. and MLA May 18-23, 2007	Air	275	150	5	51	6	50	1,381
NP	Claire Hamasu	Salt Lake City, UT/ Philadelphia, PA	RML Directors Mtg. and MLA May 18-23, 2007	Air	275	150	5	51	6	50	1,381
NP	Sharon Dennis	Salt Lake City, UT/ Philadelphia, PA	RML Directors Mtg. and MLA May 18-23, 2007	Air	275	150	5	51	6	50	1,381

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a. Staff Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel				TOTAL	
						Per Person Per Night	# of Nights	Meals Per Person Per Day	# of Days		Other
NP	Network Member Liaison	Salt Lake City, UT/ Philadelphia, PA	RML Directors Mtg. and MLA May 18-23, 2007	Air	275	150	5	51	6	50	1,381
TA	Sharon Dennis	Salt Lake City, UT/ Jose, CA	Professional Technology Conference	Air	350	150	3	51	4	50	1,054
TA	Sharon Dennis	Salt Lake City, UT/ Omaha, NE	Video Broadcast Training	Air	375	150	2	43	3	50	854
TA	Sharon Dennis	Salt Lake City, UT/ Louis, MO	Video Broadcast Training	Air	400	150	2	51	3	50	903
TA	Sharon Dennis	Salt Lake City, UT/ Laramie, WY	Video Broadcast Training	Auto	260	150	2	31	3	50	703
TA	Sharon Dennis	Salt Lake City, UT/ Laramie, WY	Wyoming Symposium	Auto	260	150	2	31	3	50	703
NP	Wayne Peay	Salt Lake City, UT/ Angeles, CA	RML Directors Mtg. Midwinter 2007	Air	250	150	2	51	3	50	753
NP	Claire Hamasu	Salt Lake City, UT/ Angeles, CA	RML Directors Mtg. Midwinter 2007	Air	250	150	2	51	3	50	753
NP	Network Member Liaison	Salt Lake City, UT/ Denver, CO	Colorado Resource Sharing Conference (Date TBA)	Air	300	150	2	47	3	50	791
NP	Claire Hamasu	Salt Lake City, UT/ Denver, CO	Spec. Library Assn. Meeting June 3-6, 2007	Air	300	150	4	47	5	50	1,185
NP	Utah Liaison	Salt Lake City, UT/ Lake City, UT	CTCNet Center Advanced Training	Auto						50	50

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a. Staff Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel		Meals		Other	TOTAL
						Per Person	# of Nights	Per Person	# of Days		
HP	Utah Liaison	Salt Lake City, UT/ St. George, UT	Community Health Center (Café to Go)	Auto	200	150	1	31	2	50	462
CH	Utah Liaison	Salt Lake City, UT/ Cedar City, UT	CBO presentation or workshop	Auto	175	150	1	31	2	50	437
NP	Utah Liaison	Salt Lake City, UT/ Tooele, UT	Public Health Department	Auto						50	50
NP	Utah Liaison	Salt Lake City, UT/ Cedar City, UT	Public Health Department	Auto	175	150	1	31	2	50	437
NP	Utah Liaison	Salt Lake City, UT/ Green River, UT	Public Health Department	Auto	175	150	2	31	3	50	618
NP	Utah Liaison	Salt Lake City, UT/ Moab, UT	Network Member Visit	Auto	200	150	3	31	4	50	824
NP	Utah Liaison	Salt Lake City, UT/ Garden City, UT	Network Member Visit	Auto	150	150	2	31	3	50	593
NP	Utah Liaison	Salt Lake City, UT/ St. George, UT	Network Member Visit	Auto	200	150	2	31	3	50	643
EX	Utah Liaison	Salt Lake City, UT/ Park City, UT	Exhibit Association for Utah Community Health (AUCH)	Auto						50	50
EX	Utah Liaison	Salt Lake City, UT/ Ogden, UT	Exhibit Utah Nurses' Association	Auto						50	50
EX	Utah Liaison	Salt Lake City, UT/ Park City, UT	Exhibit Utah Public Health Association	Auto						50	50
EX	Utah Liaison	Salt Lake City, UT/ Ogden, UT	Exhibit Rural Health Association of Utah	Auto						50	50

TRAVEL FORM -
Staff Travel

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a. Staff Travel

Program Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel			Other	TOTAL
						Per Person Night	# of Nights	Meals Per Person Per Day		
EX	Utah Liaison	Salt Lake City, UT/ Park City, UT	Exhibit Utah Bioterrorism Conference	Auto					50	50
EX	Network Member Liaison	Salt Lake City, UT/ Salt Lake City, UT	Assigned National Exhibit TBA	Auto					50	50
EX	Network Member Liaison	Salt Lake City, UT/ Phoenix, AZ	Assigned National Exhibit TBA	Air	250	150	4	47	5	1,135
HP	Claire Hamasu	Salt Lake City, UT/ Washington, DC	Partners Steering Committee Meeting Fall 2007	Air	500	150	1	51	2	802
HP	Claire Hamasu	Salt Lake City, UT/ Washington, DC	Partners Steering Committee Meeting Spring 2008	Air	500	150	1	51	2	802
TOTAL Staff Travel										28,045
TOTAL Staff and Other										66,336

TRAVEL FORM -
Other Travel

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b. Other Travel

Program	Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel Per Person	# of Nights	Meals Per Person	# of Days	Other	TOTAL
NP		Betsy Kelly	St. Louis, MO/ Omaha, NE	Regional Advisory Board Meeting & MCMLA	Air	200	150	5	43	6	50	1,258
NP		Barbara Jones	Columbia, MO/ Omaha, NE	Regional Advisory Board Meeting & MCMLA	Air	450	150	5	43	6	50	1,508
NP		Laura Windsor	Kansas City, KS/ Omaha, NE	Regional Advisory Board Meeting & MCMLA	Air	300	150	5	43	6	50	1,358
NP		Thomas Gibbs	Kansas City, KS/ Omaha, NE	Regional Advisory Board Meeting & MCMLA	Air	300	150	5	43	6	50	1,358
NP		Mary Henning	Laramie, WY/ Omaha, NE	Regional Advisory Board Meeting & MCMLA	Air	500	150	5	43	6	50	1,558
NP		Colorado Liaison	Denver, CO/ Omaha, NE	Regional Advisory Board Meeting & MCMLA	Air	300	150	5	43	6	50	1,358
NP		R. Forsman	Denver, CO/ Omaha, NE	Regional Advisory Board Meeting	Air	300	150	1	43	2	50	586
NP		D. Ward	Columbia, MO/ Omaha, NE	Regional Advisory Board Meeting	Air	450	150	1	43	2	50	736
NP		TBD	Grand Junction, CO/ Omaha, NE	Regional Advisory Board Meeting	Air	400	150	1	43	2	50	686
NP		TBD	Cheyenne, WY/ Omaha, NE	Regional Advisory Board Meeting	Air	500	150	1	43	2	50	786
NP		TBD	St. Louis, MO/ Omaha, NE	Regional Advisory Board Meeting	Air	200	150	1	43	2	50	486

TRAVEL FORM -
Other Travel

FINAL PROPOSAL REVISION

Contract No.: NLM RFP 05-103/MMW

Period Covered: May 1, 2007 - April 30, 2008

Date Submitted: July 15, 2005

Contractor: University of Utah

b. Other Travel

Pro-gram Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel Per Person Night	# of Nights	Meals Per Person Per Day	# of Days	Other	TOTAL
NP	TBD	Wichita KS/ Omaha, NE	Regional Advisory Board Meeting	Air	350	150	1	43	2	50	636
NP	TBD	Omaha, NE/ Omaha, NE	Regional Advisory Board Meeting	Auto						50	50
NP	TBD	Lincoln, NE/ Omaha, NE	Regional Advisory Board Meeting	Auto	50	150	1	43	2	50	336
NP	TBD	Springfield, MO/ Omaha, NE	Regional Advisory Board Meeting	Air	450	150	1	43	2	50	736
NP	TBD	Salt Lake City, UT/ Omaha, NE	Regional Advisory Board Meeting	Air	300	150	1	43	2	50	586
NP	TBD	Grand Junction, CO/ Omaha, NE	Regional Advisory Board Meeting	Air	400	150	1	43	2	50	686
NP	TBD	Denver, CO/ Omaha, NE	Regional Advisory Board Meeting	Air	300	150	1	43	2	50	586
NP	Betsy Kelly	St. Louis, MO/ Kansas City, KS	Planning Meeting November 2007	Air	200	150	2	43	3	50	679
NP	Barbara Jones	Columbia, MO/ Kansas City, KS	Planning Meeting November 2007	Auto	100	150	2	43	3	50	579
NP	Siobhan Champ-Blackwell	Omaha, NE/ Kansas City, KS	Planning Meeting November 2007	Air	300	150	2	43	3	50	779
NP	Marty Magee	Omaha, NE/ Kansas City, KS	Planning Meeting November 2007	Air	300	150	2	43	3	50	779
NP	Mary Henning	Laramie, WY/ Kansas City, KS	Planning Meeting November 2007	Air	500	150	2	43	3	50	979
NP	Colorado Liaison	Denver, CO/ Kansas City, KS	Planning Meeting November 2007	Air	250	150	2	43	3	50	729

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

Pro-gram Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel			Meals			TOTAL
						Night	# of Nights	Per Person	Per Person	Per Person	# of Days	
NP	Mary Henning	Laramie, WY/ Philadelphia, PA	RML Directors Mtg. and MLA May 18-23, 2007	Air	600	150	5	51	6	50	1,706	
NP	Barbara Jones	Columbia, MO/ Philadelphia, PA	RML Directors Mtg. and MLA May 18-23, 2007	Air	500	150	5	51	6	50	1,606	
NP	Focus Group Moderator	Salt Lake City, UT/ St. Louis, MO	Focus Group Summer 2007	Air	400	150	1	43	2	50	686	
NP	Focus Group Moderator	Salt Lake City, UT/ Kansas City, KS	Focus Group Summer 2007	Air	350	150	1	43	2	50	636	
NP	Focus Group Moderator	Salt Lake City, UT/ Denver, CO	Focus Group Summer 2007	Air	300	150	1	43	2	50	586	
NP	Network Member	Salt Lake City, UT/ St. George, Ut	Training for Health Care Providers	Auto	200	150	1	31	2	50	462	
NP	Pat Wagner	Denver, CO/ Denver, CO	Marketing Training	Auto						50	50	
NP	Pat Wagner	Denver, CO/ Kansas City, KS	Marketing Training	Air	250	150	1	43	2	50	536	
EX	Local Librarian	Salt Lake City, UT/ Salt Lake City, UT	Exhibit - ULA	Auto						50	50	
EX	Marty Magee	Omaha, NE/ Las Vegas, NV	Assigned National Exhibit TBA	Air	300	150	4	43	5	50	1,165	
EX	Colorado Liaison	Denver, CO/ Las Vegas, NV	Assigned National Exhibit TBA	Air	300	150	4	43	5	50	1,165	
EX	Local Librarian	Las Vegas, NV/ Las Vegas, NV	Assigned National Exhibit TBA	Auto						50	50	
EX	Barbara Jones	Columbia, MO/ St. Louis, MO	Assigned National Exhibit TBA	Auto	100	150	2	51	3	50	603	

TRAVEL FORM -
Other Travel

FINAL PROPOSAL REVISION

Contract No.: NLM RFP 05-103/MMW

Period Covered: May 1, 2007 - April 30, 2008

Date Submitted: July 15, 2005

Contractor: University of Utah

b. Other Travel

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

TRAVEL FORM -
Other Travel

FINAL PROPOSAL REVISION

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

Contractor: University of Utah

b. Other Travel

Pro-gram Area	Name of Traveler	Departure/Destination	Purpose	Mode	Fare	Hotel Per Person Per Night	# of Nights	Meals Per Person Per Day	# of Days	Other	TOTAL
HP	CDCynergy Trainer	Omaha, NE/ St. Louis, MO	CDCynergy Training	Air	200	150	2	51	3	50	703
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/Evaluation: Pres/CEO JRJ Consulting, Inc.
(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
- 1996-1998 Health Policy Analyst, Office of Statistics and Evaluation, Utah Department of Health.
- 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
- 2002 Grant reviewer for National Library of Medicine Network Grants.
- 1996-present Grantwriting consultant: Tobacco Prevention, BEMS, Price Municipal Corporation.

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

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

Courses taught: Introduction to Social Psychology: Perspectives on Individual Behavior; Introduction to Social Psychology: Perspectives on Social Interaction.

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 Nonegocentric Life Events: Effects on the Health and Subjective Well-Being of the Aged"**

J. Randal Johnson, 1996.

"Risk Factors Associated with Negative Interactions between Family Caregivers and Elderly Care-receivers." Int'l. J. of Aging and Human Development 43(1): 7-20.

**E. Kahana, B. Kahana, J.R. Johnson, R.J. Hammond, and K. Kercher, 1994.
"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.

J. Randal Johnson, 1992.

"Social Support." Pp. 1976-79 in E. Borgatta and M. Borgatta (Eds.), Encyclopedia of Sociology. New York, N.Y.: Macmillan.

Susan Hedrick, J. Randal Johnson, Thomas Inui, & Paula Diehr, 1991.

"Factors Associated with Participation in a Randomized Trial of Adult Day Health Care." The Gerontologist 31(5), 607-610.

Tim B. Heaton, Stan A. Albrecht, & J. Randal Johnson, 1987.

"The Making of British Saints in Historical Perspective." BYU Studies 27(2), 119-135.

Papers Presented at Professional Meetings (Peer Reviewed)

J.R. Johnson, J. Pearce-Novatney, J. Brooks, A. Nauta, & S. Balaswami

"Examining Postdoctoral Fellowships: Relationships to Faculty Members as Students and Relationships to Students as Teachers." Symposium paper presented at the Annual Meetings of the Association for Gerontology in Higher Education, Cleveland, OH, March, 1994.

J.R. Johnson

"Family Interactions: Conflict and Burden between Family Caregivers and Elderly Patients Discharged into the Community." Symposium paper presented at the Annual Meetings of Association for Gerontology in Higher Education, Cleveland, OH, March, 1994.

J.R. Johnson

"Factors Associated with Negative Interactions Between Family Caregivers and Elderly Care-receivers." Poster presented at the Annual Meetings of the Gerontological Society of America, New Orleans, LA, November, 1993.

A. Nauta, J.D. Brooks, J.R. Johnson, E. Kahana, & B. Kahana

"Egocentric and Nonegocentric Stressful Life Events: A Developmental Approach to Successful Aging?" Poster presented at the Annual Meetings of the Gerontological Society of America, New Orleans, LA, November, 1993.

E. Kahana, B. Kahana, E. Borawski-Clark, K. Kercher, K. Stange, & J.R. Johnson

"Proactive Adaptation and Well-Being among Adventurous Elderly". Poster presented at the Annual Meetings of the International Gerontology Society, Budapest, Hungary, July, 1993.

J.R. Johnson and J. Montoro

"The Effects of Social Interaction on Psychological Distress: A Look at American

Veterans." Paper presented at North Central Sociological Association Annual Meetings, April, 1993.

J.R. Johnson

"The Effects of Social Support, Social Networks, and Social Interaction on Psychological Distress in an Aging Veteran Population." Paper presented at the American Sociological Association, Pittsburgh, PA, August, 1992.

J.R. Johnson

"The Effects of Social Support, Social Networks, and Social Interaction on Psychological Distress in an Aging Veteran Population." Paper presented at the Gerontological Society of America, San Francisco, CA, November, 1991.

M. Rothman, R. Connis, K. Bulcroft, S. Hedrick, D. Nickinovich, W. Erdly, & J.R. Johnson.

"Validation of a Model of Health Status for the Frail Elderly." Paper presented at the Gerontological Society of America, Boston, MA, November, 1990.

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.

1988-1989 Halverson & Strong, Attorneys-at-Law, Seattle, WA. Conducted a study of marital longevity in the Harvard-Radcliffe Class of 1964. Reported at the Class Reunion in Cambridge MA, July 1989.

————— JRJ —————
CONSULTING SERVICES, INC.

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.

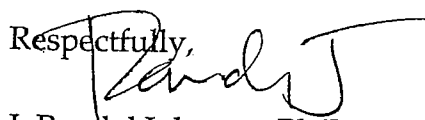
I am very pleased to be working with you and the RML again. I feel like our experiences last go-round were very productive, and I am quite interested to be consultant to the NN/LM.

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,

A handwritten signature in black ink, appearing to read "Randy J", written over the word "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

Pat Wagner, Pattern Research, Inc., P.O Box 9100, Denver CO 80209-0100
303-778-0880; fax: 303-722-2680; pat@pattern.com; www.patttern.com

Recent Work History

Pattern Research, Inc., Box 9100, Denver, CO 80209-0100. 1981-present.
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.

Metropolitan State College of Denver, Denver, CO. 1991-1997.
Adjunct instructor in Adult Learning Services. Taught portfolio process for adult learners who wanted college credit for workplace learning.

The Bloomsbury Review, 1553 Platte, Denver, CO 80202. 1990-1998.
Contributing editor, reviewer and columnist, adult nonfiction, children's literature, and genre fiction.

Books

- *Building Support Networks for Schools*, ABC-Clio, 1991.
- *Essay: In the Company of Others*, Tarcher, ed. C. Whitmyer. 1993.
- *The BookLover's Guide to Home Libraries*, Owaissa Communications, 1996.
- *Customer Service Manual*, California Libraries, 1998.
- Contributor: *From Outreach to Equity: Innovative Models of Library Policy and Practice*, ALA Editions 2004.
- Contributor: *Conflict Management for Libraries: Strategies for a Positive, Productive Workplace*, ALA Editions, 2005.
- Forward: *Connecting With Campus & Community: Real-Life Marketing & Promotion Strategies for College Libraries*. Haworth Press, 2006.

Contributor/columnist: *The Bloomsbury Review*, *Communities*, *American Forecaster*, *Rocky Mountain News*, *Anchor Point*, *New Age Retailer*.

Education

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

University of Wisconsin, Milwaukee, Wisconsin. 1971-1973. Philosophy, art.

Goddard College, Plainfield, Vermont. 1968-1971. Education, sociology, mathematics, film, writing.

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 Chapter 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

Reference Librarian (part-time), Jan. 1998 – July 1998

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*TM 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 WinSPIRSTM and WebSPIRSTM 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.

Publishing Director and General Manager, Oct. 1994 – Jan. 1996

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

Developed 15 CD-ROM specialty reference databases for physicians. Determined product scope and coverage and devised strategies for data selection. Coordinated database design and production with the Massachusetts database development group. Collaborated with the SilverPlatter Education division marketing staff to identify distribution partners and marketing approaches. Wrote product descriptions and text for marketing materials. Prepared print and on screen user guides.

EXPERIENCE (continued)

Boeing Defense & Space Group, Proposal Resources Organization

Seattle, Washington, 1989 – 1992

Information Specialist, Aug. 1990 – Sept. 1992

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.

Government Policy Analyst, Feb. 1989 – July 1990

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

Associate Director, Sept. 1985 – Jan. 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.

Resource Development Coordinator, Dec. 1984 – Sept. 1985

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)

Head, Consulting and Training Section, Nov. 1981 – Dec. 1984

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, Dharaan, 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

- Graham, Elaine; Kwan, Julie; Lynch, Andrea. FreeShare to the Rescue! Paper presented at the Annual Meeting of the Medical Library Association, May 2003.
- Graham, Elaine. Book review: Jennifer Connor. Guardians of Medical Knowledge: The Genesis of the Medical Library Association, in *Library Quarterly* 71(4):538-539, Oct. 2001.
- Graham, Elaine. People making a difference. *Latitudes: Newsletter of the Pacific Southwest Region, National Network of Libraries of Medicine*, 1999 Sept-Oct; 8(5)1-3.
- Graham, Elaine. Questions and answers about database searching. *Imprint: The Professional Magazine for Nursing Students*, 1997 Sept-Oct; 44(4):45-46, 48-50.
- Graham, Elaine; Johnson, Diane E.P. Lifelong learning: information management in critical-care nursing. *American Journal of Critical Care*, 1996 Nov; 5(6 Suppl):1-8. (Continuing education supplement with AACN Category O approval, 1.0 contact hours/CERPS.)
- Griesinger, Vicki; Graham, Elaine. Information for winning proposals. *APMP (Association of Proposal Management Professionals) Newsletter*, 1991 Aug-Sept; 2(2):9-10.
- Lovas, Irene; Graham, Elaine; Flack, Virginia. Health professionals' use of documents obtained through the Regional Medical Library Network. *Bulletin of the Medical Library Association*, 1991 Jan; 79(1):28-35. (Expansion of a contributed paper for the Medical Library Association Annual Meeting, New Orleans, May 22, 1988.)
- Graham, Elaine; Lovas, Irene; Flack, Virginia. *Health Professionals' Use of Documents Obtained Through the Regional Medical Library Network*. Los Angeles: University of California, Biomedical Library, 1988.
- Darling, Louise; Graham, Elaine. Chapter 2: Health Science Libraries, in *Handbook of Medical Library Practice*, 4th ed., vol. 3. Darling, Louise, ed. Chicago: Medical Library Association, Inc., 1988, pp.11-68.
- Graham, Elaine; Van Vuren, Darcy D.; Flack, Virginia. Impact of the Pacific Southwest Regional Medical Library Service on hospital library development. *Bulletin of the Medical Library Association*, 1987 Jul; 75(3):214-220.
- Graham, Elaine. Pacific Southwest Regional Medical Library Service. *UCLA Librarian*, 1987 Mar; 40(2):8-9.
- Graham, Elaine. Local Area Networks and Libraries: The Los Angeles Chapter of ASIS Proceedings (book review). *Bulletin of the Medical Library Association*, 1986 Apr; 74(2):173-4.
- Graham, Elaine. PSRMLS: Network in transition. *NLM News*, 1986 Mar; 41(3):4-6.
- Fishel, Carolyn; Graham, Elaine, and others. CINAHL list of subject headings: a nursing thesaurus revised. *Bulletin of the Medical Library Association*, 1985 Apr; 73(2):153-159.

PUBLICATIONS (continued)

Graham, Elaine. *Consulting Services and Library Skills Training: A Seminar for Librarians* (syllabus). Los Angeles: University of California, Biomedical Library, 1985.

Van Vuren, Darcy; Graham, Elaine; Flack, Virginia. *Hospital Library Development and the Impact of PSRMLS Services: Report of an Evaluation Project*. Los Angeles: University of California, Biomedical Library, 1985. (Graham presented a contributed paper on this project at the Medical Library Association Annual Meeting, New York, May 25-30, 1985.)

Kesti, Julie; Graham, Elaine. *Reference Materials and Services for a Small Hospital Library*, 5th rev. ed. Los Angeles: University of California, Biomedical Library, 1984.

Smith, Julie; Graham, Elaine; and others. Salary survey of the Medical Library Group of Southern California and Arizona. *Bulletin of the Medical Library Association*, 1984 July; 72(3):295-300.

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

Graham, Elaine, ed. *Cataloging Policies and Procedures for the Hospital Library*, 3rd ed. Los Angeles: University of California, Biomedical Library, 1983.

Elaine Graham, M.L.S.
1186 SW 2nd Avenue
Oak Harbor, WA 98277-5313
(360) 679-8656
elaine-graham@earthlink.net

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

DATE: September 6, 2001

INSTITUTION:
 University of Utah
 201 South Presidents Circle
 Room 408
 Salt Lake City

UT 84112-9023

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)

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

***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.

INSTITUTION:
University of Utah

AGREEMENT DATE: September 6, 2001

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)

David S. Low

(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

UNIVERSITY OF UTAH

EXHIBIT A

PREDETERMINED INDIRECT COST RATES FOR THE PERIOD

JULY 1, 2003 THROUGH JUNE 30, 2006

	ORGANIZED RESEARCH		INSTRUCTION		OTHER SPON. ACTIVITIES	
	ON-CAMPUS	OFF-CAMPUS	ON-CAMPUS	OFF-CAMPUS	ON-CAMPUS	OFF-CAMPUS
EQUIPMENT						
BUILDING	3.80	5.50	2.00	0.90	2.90	0.70
OPERATION & MAINT	14.00		3.90		3.60	
GEN ADMIN	4.50		5.00		5.00	
DEPT ADMIN	18.00		20.00		11.60	
SPON PROJ ADMIN	2.50		2.80		2.80	
ADMIN COMPONENTS	25.00	25.00	26.00	26.00	19.40	19.40
LIBRARY	1.20		1.30		0.90	
TOTAL	49.50	25.00	34.10	26.00	27.50	19.40

CONCUR


(SIGNATURE)

Director of Governmental Accounting & Support Services

TITLE

September 19, 2001

DATE

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, 20 06 to the day of April 30, 20 11, 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 Compensations: 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:

J R Johnson
CONSULTANT
SIGNATURE OF CONSULTANT OR AUTHORIZED AGENT

UNIVERSITY OF UTAH
SIGNATURE OF PROJECT DIRECTOR

20 Dec 2005
DATE

DATE

PLEASE PRINT OR TYPE THE FOLLOWING

J Randal Johnson, PH.D.
FULL NAME OF CONSULTANT

Wayne J Peay, Director
NAME AND TITLE OF PROJECT DIRECTOR

PO Box 410
CONSULTANT'S STREET ADDRESS

Contract Pending
CHARTFIELD TO BE CHARGED

Pinedale, WY 82941-0410
CONSULTANT'S CITY, STATE, AND ZIP CODE

APPROVED **/**** OFFICE OF SPONSORED PROJECTS

(307) 360-7408
CONSULTANTS TELEPHONE NUMBER

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

528-88-3328
CONSULTANT'S TAXPAYER ID

Wayne J Peay, Director
PRINT OR TYPE CERTIFYING AUTHORITY'S NAME AND TITLE

(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.

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 1 day of May, 20 06 to the day of April 30, 20 11, 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 Compensations: 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 OF CONSULTANT OR AUTHORIZED AGENT
DEC. 21, 2005
DATE

UNIVERSITY OF UTAH

SIGNATURE OF PROJECT DIRECTOR

DATE

PLEASE PRINT OR TYPE THE FOLLOWING

Pat Wagner
FULL NAME OF CONSULTANT

Wayne J. Peay
NAME AND TITLE OF PROJECT DIRECTOR

403 S. Pennsylvania Street
CONSULTANT'S STREET ADDRESS

Contract Pending
CHARTFIELD TO BE CHARGED

Denver CO 80209-1923
CONSULTANT'S CITY, STATE, AND ZIP CODE

APPROVED **/*** OFFICE OF SPONSORED PROJECTS

303 778 0880
CONSULTANTS TELEPHONE NUMBER

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

324-42-3628
CONSULTANT'S TAXPAYER ID

Wayne J. Peay, Director
PRINT OR TYPE CERTIFYING AUTHORITY'S NAME AND TITLE

(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.

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, 20 06 to the day of April 30, 20 11, 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
I.b.

- 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 taht 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

UNIVERSITY OF UTAH

Elaine Graham

SIGNATURE OF CONSULTANT OR AUTHORIZED AGENT

SIGNATURE OF PROJECT DIRECTOR

12/20/05

DATE

DATE

PLEASE PRINT OR TYPE THE FOLLOWING

Elaine Graham

FULL NAME OF CONSULTANT

Wayne J Peay, Director

NAME AND TITLE OF PROJECT DIRECTOR

1186 SW Second Ave

CONSULTANT'S STREET ADDRESS

Contract Pending

CHARTFIELD TO BE CHARGED

Oak Harbor, WA 98277-5313

CONSULTANT'S CITY, STATE, AND ZIP CODE

APPROVED **/** OFFICE OF SPONSORED PROJECTS

(360) 679-8656

CONSULTANTS TELEPHONE NUMBER

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

560-90-8167

CONSULTANT'S TAXPAYER ID

Wayne J Peay, Director

PRINT OR TYPE CERTIFYING AUTHORITY'S NAME AND TITLE

(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
Total contract or Base-Year, if options

\$ _____	\$ _____	\$ _____	\$ _____
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)

FY-__ (1 st Option)	FY-__ (2 nd Option)	FY-__ (3 rd Option)	FY-__ (4 th Option)
\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%

- 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)

FY-__ (1 st Option)	FY-__ (2 nd Option)	FY-__ (3 rd Option)	FY-__ (4 th Option)
\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%

- c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ 88,200. and 2% (Base Year)

FY-__ (1 st Option)	FY-__ (2 nd Option)	FY-__ (3 rd Option)	FY-__ (4 th Option)
\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%

- d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ 220,372. and 4% (Base Year)

FY-__ (1 st Option)	FY-__ (2 nd Option)	FY-__ (3 rd Option)	FY-__ (4 th Option)
\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%

- e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ 0 and 0% (Base Year)

FY-__ (1 st Option)	FY-__ (2 nd Option)	FY-__ (3 rd Option)	FY-__ (4 th Option)
\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%

- 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 rrruff@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.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF 294	4/30
Apr 1 - Sept 30	SF 294	10/30
Oct 1 - Sept 30	SF 295	10/30
Contract Completion	OF 312	30 days after completion

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/qc> 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: Randi M. Ruff
Typed Name: Randi M Ruff
Title: Small Business Liaison
Date: 04/06/2006

This plan was reviewed by:

Signature: [Signature]
Typed Name: _____
Title: Contracting Officer
Date: 4/10/06

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: _____

ATTACHMENT A

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.		
			\$ 2,185,437.
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.		
			\$ 4,975,335.
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		
			\$ 100,375.
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.		
			\$ 88,200.
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.		
			\$ 220,372.
VII. Direct costs, presenting subcontracting opportunities only to Veteran Owned Business:			
a) Misc. supplies	\$ 5,385.		\$ 5,385.
VIII. Direct costs, presenting subcontracting opportunities only to Service-Disabled Veteran Owned Business:			
a) Misc. supplies	\$ 1,000.		\$ 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.			\$ 0.
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")		Institution/Organization ("COLLABORATOR")	
Name: UNIVERSITY OF UTAH Address: OFFICE OF SPONSORED PROJECTS 75 SOUTH 2000 EAST, BLDG 522 RAB Salt Lake City, Utah 84112-8930	Name: UNIVERSITY OF COLORADO Address: Fitzsimons, Building 500, Mail Stop F428 P.O. Box 6508 Aurora, Colorado 80045-0508 EIN No.:		
Prime Award No. <p style="text-align: center;">RFP NLM 05-103/MMW</p>		Subaward No. <p style="text-align: center;">UNIVERSITY OF COLORADO</p>	
Awarding Agency NATIONAL NETWORK OF LIBRARIES OF MEDICINE		CFDA No. <p style="text-align: center;">93.?</p>	
Subaward Period of Performance MAY 1, 2006 TO APRIL 30, 2007		Amount Funded this Action <p style="text-align: center;">\$95,530.00</p>	Est. Total (if incrementally funded) <p style="text-align: center;">\$95,530.00</p>
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. <i>Invoices that do not reference University's subaward number and P.O. number shall be returned to Collaborator.</i> 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:		By an Authorized Official of COLLABORATOR:	
_____ Name Brent Brown Title Director, Office of Sponsored Projects	_____ Name Title	_____ Date	_____ 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 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.

Attachment 2
Subaward Agreement
NIH

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 its 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**

University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: FIFI DONAHOE, GRANTS & CONTRACTS OFFICER OFFICE OF SPONSORED PROJECTS Address: 75 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</p> <p>Telephone: 801-585-6946 Fax: 801-585-5749 Email: Fifi.Donahoe@osp.utah.edu</p>	<p>Administrative Contact</p> <p>Name: ? UNIVERSITY OF COLORADO Address: Fitzsimons, Building 500, Mail Stop F428 P.O. Box 6508 Aurora, Colorado 80045-0508</p> <p>Telephone: Fax: Email:</p>
<p>Project Director</p> <p>Name: WAYNE J. PEAY Address: ECCLES HEALTH SCIENCES LIBRARY SALT LAKE CITY, UTAH 84112</p> <p>Telephone: 801-581-8771 Fax: 801-581-3632 Email: wayne@lib.med.utah.edu</p>	<p>Project Director</p> <p>Name: RICK FORSMAN Address: ?</p> <p>Telephone: Fax: Email:</p>
<p>Financial Contact</p> <p>Name: GARY GLEDHILL MANAGER, RESEARCH ACCOUNTING Address: UNIVERSITY OF UTAH 201 S. PRESIDENT'S CIRCLE, RM 406 SALT LAKE CITY, UTAH 84112-9020</p> <p>Telephone: 801-581-7343 Fax: 801-581-5835 Email: ggledhill@park.admin.utah.edu</p>	<p>Financial Contact</p> <p>Name: Address: Telephone: Fax: Email:</p>
<p>Authorized Official</p> <p>Name: BRENT K. BROWN DIRECTOR, SPONSORED PROJECTS Address: UNIVERSITY OF UTAH 75 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</p> <p>Telephone: 801-581-3003 Fax: 801-585-5749 Email: Brent.Brown@osp.utah.edu</p>	<p>Authorized Official</p> <p>Name: ? Address: Telephone: Fax: Email:</p>

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

?

Direct Costs	\$
Indirect Costs	\$
TOTAL BUDGET	\$95,530.00

Subaward Agreement

Institution/Organization ("UNIVERSITY")		Institution/Organization ("COLLABORATOR")	
Name: UNIVERSITY OF UTAH Address: 75 SOUTH 2000 EAST, BLDG 522 RAB Salt Lake City, Utah 84112-8930	Name: CREIGHTON UNIVERSITY Address: Grants Administration 2500 California Plaza Omaha, Nebraska 68178 EIN No.:		
Prime Award No. RFP NLM 05-103/VMW	Subaward No. CREIGHTON UNIVERSITY		
Awarding Agency NATIONAL NETWORK OF LIBRARIES OF MEDICINE	CFDA No. 93.?		
Subaward Period of Performance MAY 1, 2006 TO APRIL 30, 2007	Amount Funded this Action \$102,780.00	Est. Total (if incrementally funded) \$102,780.00	
Project Title NATIONAL NETWORK OF LIBRARIES OF MEDICINE			
Reporting Requirements [See Attachment 4]			
Terms and Conditions			
<p>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.</p> <p>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. <i>Invoices that do not reference University's subaward number and P.O. number shall be returned to Collaborator.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.</p> <p>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.</p> <p>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.</p> <p>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."</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>			
By an Authorized Official of UNIVERSITY:		By an Authorized Official of COLLABORATOR:	
_____	_____	_____	_____
Name Brent K. Brown	Date	Name	Date
Title Director, Sponsored Projects		Title	

**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 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.

Attachment 2
Subaward Agreement
NIH

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 its 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**

University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: FIFI DONAHOE, GRANTS & CONTRACTS OFFICER OFFICE OF SPONSORED PROJECTS</p> <p>Address: BLDG. 512, 75 S. 2000 E. SALT LAKE CITY, UT 84112-8930</p> <p>Telephone: 801-585-6946 Fax: 801-585-5749 Email: Fifi.Donahoe@osp.utah.edu</p>	<p>Administrative Contact</p> <p>Name: ?</p> <p>Address: CREIGHTON UNIVERSITY Grants Administration 2500 California Plaza Omaha, Nebraska 68178</p> <p>Telephone: Fax: Email:</p>
<p>Project Director</p> <p>Name: WAYNE J. PEAY</p> <p>Address: ECCLES HEALTH SCIENCES LIBRARY 10 N. 1900 E., BLDG: 589 SALT LAKE CITY, UTAH 84112</p> <p>Telephone: 801-581-8771 Fax: 801-581-3632 Email: wayne@lib.med.utah.edu</p>	<p>Project Director</p> <p>Name: A. JAMESBOTHMER</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>
<p>Financial Contact</p> <p>Name: GARY GLEDHILL MANAGER, RESEARCH ACCOUNTING</p> <p>Address: UNIVERSITY OF UTAH 201 S. PRESIDENT'S CIRCLE, RM 406 SALT LAKE CITY, UTAH 84112-9020</p> <p>Telephone: 801-581-7343 Fax: 801-581-5835 Email: ggledhill@park.admin.utah.edu</p>	<p>Financial Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>
<p>Authorized Official</p> <p>Name: BRENT BROWN DIRECTOR, OFFICE OF SPONSORED PROJECTS</p> <p>Address: UNIVERSITY OF UTAH BLDG. 512, 75 S. 2000 E. SALT LAKE CITY, UT 84112-8930</p> <p>Telephone: 801-581-3003 Fax: 801-585-5749 Email: Brent.Brown@osp.utah.edu</p>	<p>Authorized Official</p> <p>Name: ?</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>

Attachment 4
Subaward Agreement
NIH

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

Institution/Organization ("UNIVERSITY")		Institution/Organization ("COLLABORATOR")	
Name:	UNIVERSITY OF UTAH	Name:	UNIVERSITY OF KANSAS
Address:	75 SOUTH 2000 EAST, BLDG 522 RAB Salt Lake City, Utah 84112-8930	Address:	
		EIN No.:	
Prime Award No.		Subaward No.	
	RFP NLM 05-103/VMW		
Awarding Agency		CFDA No.	
	NATIONAL NETWORK OF LIBRARIES OF MEDICINE		93.?
Subaward Period of Performance		Amount Funded this Action	Est. Total (if incrementally funded)
	MAY 1, 2006 TO APRIL 30, 2007	\$96,241.00	\$96,241.00
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:		By an Authorized Official of COLLABORATOR:	
_____	_____	_____	_____
Name	Brent K. Brown	Date	
Title	Director, Sponsored Projects	Name	
		Title	

**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 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.

Attachment 2
Subaward Agreement
NIH

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 its 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**

University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: FIFI DONAHOE, GRANTS & CONTRACTS OFFICER Address: 75 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</p> <p>Telephone: 801-585-6946 Fax: 801-585-5749 Email: Fifi.Donahoe@osp.utah.edu</p>	<p>Administrative Contact</p> <p>Name: UNIVERSITY OF KANSAS</p> <p>Address: Telephone: Fax: Email:</p>
<p>Project Director</p> <p>Name: WAYNE J. PEAY Address: ECCLES HEALTH SCIENCES LIBRARY SALT LAKE CITY, UTAH 84112</p> <p>Telephone: 801-581-8771 Fax: 801-581-3632 Email: wayne@lib.med.utah.edu</p>	<p>Project Director</p> <p>Name: Address: ?</p> <p>Telephone: Fax: Email:</p>
<p>Financial Contact</p> <p>Name: GARY GLEDHILL MANAGER, RESEARCH ACCOUNTING</p> <p>Address: UNIVERSITY OF UTAH 201 S. PRESIDENT'S CIRCLE, RM 406 SALT LAKE CITY, UTAH 84112-9020</p> <p>Telephone: 801-581-7343 Fax: 801-581-5835 Email: ggledhill@park.admin.utah.edu</p>	<p>Financial Contact</p> <p>Name: Address: Telephone: Fax: Email:</p>
<p>Authorized Official</p> <p>Name: BRENT K. BROWN DIRECTOR, SPONSORED PROJECTS</p> <p>Address: UNIVERSITY OF UTAH 775 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</p> <p>Telephone: 801-581-3003 Fax: 801-585-5749 Email: Brent.Brown@osp.utah.edu</p>	<p>Authorized Official</p> <p>Name: ? Address: Telephone: Fax: Email:</p>

**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

?

Direct Costs	\$
Indirect Costs	\$
TOTAL BUDGET	\$96,241.00

Subaward Agreement

Institution/Organization ("UNIVERSITY")		Institution/Organization ("COLLABORATOR")	
Name: UNIVERSITY OF UTAH	Address: 75 SOUTH 2000 EAST, BLDG 522 RAB Salt Lake City, Utah 84112-8930	Name: UNIVERSITY OF MISSOURI-COLUMBIA	Address: _____ 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		Amount Funded this Action \$97,208.00	Est. Total (if incrementally funded) \$97,208.00
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.
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- 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."
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- 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:		By an Authorized Official of COLLABORATOR:	
_____	_____	_____	_____
Name Brent K. Brown	Date	Name	Date
Title Director, Sponsored Projects		Title	

**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 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.

Attachment 2
Subaward Agreement
NIH

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 its 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**

University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: FIFI DONAHOE, GRANTS & CONTRACTS OFFICER OFFICE OF SPONSORED PROJECTS</p> <p>Address: 75 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</p> <p>Telephone: 801-585-6946 Fax: 801-585-5749 Email: Fifi.Donahoe@osp.utah.edu</p>	<p>Administrative Contact</p> <p>Name: UNIVERSITY OF MISSOURI-COLUMBIA</p> <p>Address: Telephone: Fax: Email:</p>
<p>Project Director</p> <p>Name: WAYNE J. PEAY</p> <p>Address: ECCLES HEALTH SCIENCES LIBRARY 10 N. 1900 E., BLDG. 589 SALT LAKE CITY, UTAH 84112</p> <p>Telephone: 801-581-8771 Fax: 801-581-3632 Email: wayne@lib.med.utah.edu</p>	<p>Project Director</p> <p>Name: ? Address: ?</p> <p>Telephone: Fax: Email:</p>
<p>Financial Contact</p> <p>Name: GARY GLEDHILL MANAGER, RESEARCH ACCOUNTING</p> <p>Address: UNIVERSITY OF UTAH 201 S. PRESIDENT'S CIRCLE, RM 406 SALT LAKE CITY, UTAH 84112-9020</p> <p>Telephone: 801-581-7343 Fax: 801-581-5835 Email: ggledhill@park.admin.utah.edu</p>	<p>Financial Contact</p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>
<p>Authorized Official</p> <p>Name: BRENT K. BROWN DIRECTOR, SPONSORED PROJECTS</p> <p>Address: UNIVERSITY OF UTAH 775 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</p> <p>Telephone: 801-581-3003 Fax: 801-585-5749 Email: Brent.Brown@osp.utah.edu</p>	<p>Authorized Official</p> <p>Name: ? Address:</p> <p>Telephone: Fax: Email:</p>

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

Direct Costs	\$
Indirect Costs	\$
TOTAL BUDGET	\$97,208.00

Subaward Agreement

Institution/Organization ("UNIVERSITY")		Institution/Organization ("COLLABORATOR")	
Name: UNIVERSITY OF UTAH Address: 75 SOUTH 2000 EAST, BLDG 522 RAB Salt Lake City, Utah 84112-8930		Name: UNIVERSITY OF NEBRASKA Address: 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		Amount Funded this Action \$92,321.00	Est. Total (if incrementally funded) \$92,321.00
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:		By an Authorized Official of COLLABORATOR:	
_____		_____	
Name	Date	Name	Date
Brent K. Brown			
Title	Director, Sponsored Projects	Title	

**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 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.

Attachment 2
Subaward Agreement
NIH

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 its 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**

University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: FIFI DONAHOE, GRANTS & CONTRACTS OFFICER OFFICE OF SPONSORED PROJECTS Address: 75 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</p> <p>Telephone: 801-585-6946 Fax: 801-585-5749 Email: Fifi.Donahoe@osp.utah.edu</p>	<p>Administrative Contact</p> <p>Name: ? UNIVERSITY OF NEBRASKA</p> <p>Address: Telephone: Fax: Email:</p>
<p>Project Director</p> <p>Name: WAYNE J. PEAY Address: ECCLES HEALTH SCIENCES LIBRARY 10 N. 1900 E., BLDG. 589 SALT LAKE CITY, UTAH 84112</p> <p>Telephone: 801-581-8771 Fax: 801-581-3632 Email: wayne@lib.med.utah.edu</p>	<p>Project Director</p> <p>Name: Address: ?</p> <p>Telephone: Fax: Email:</p>
<p>Financial Contact</p> <p>Name: GARY GLEDHILL MANAGER, RESEARCH ACCOUNTING Address: UNIVERSITY OF UTAH 201 S. PRESIDENT'S CIRCLE, RM 406 SALT LAKE CITY, UTAH 84112-9020</p> <p>Telephone: 801-581-7343 Fax: 801-581-5835 Email: ggledhill@park.admin.utah.edu</p>	<p>Financial Contact</p> <p>Name: Address: Telephone: Fax: Email:</p>
<p>Authorized Official</p> <p>Name: BRENT K. BROWN DIRECTOR, SPONSORED PROJECTS Address: UNIVERSITY OF UTAH 775 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</p> <p>Telephone: 801-581-3003 Fax: 801-585-5749 Email: Brent.Brown@osp.utah.edu</p>	<p>Authorized Official</p> <p>Name: ?</p> <p>Address: Telephone: Fax: Email:</p>

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

?

Direct Costs	\$
Indirect Costs	\$
TOTAL BUDGET	\$92,321.00

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		Institution/Organization ("COLLABORATOR") Name: UNIVERSITY OF WASHINGTON Address: 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		Amount Funded this Action \$91,252.00	Est. Total (if incrementally funded) \$91,252.00
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:		By an Authorized Official of COLLABORATOR:	
_____	_____	_____	_____
Name Brent K. Brown	Date	Name	Date
Title Director, Sponsored Projects		Title	

**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 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.

Attachment 2
Subaward Agreement
NIH

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 its 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**

University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: FIFI DONAHOE, GRANTS & CONTRACTS OFFICER OFFICE OF SPONSORED PROJECTS</p> <p>Address: 75 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</p> <p>Telephone: 801-585-6946 Fax: 801-585-5749 Email: Fifi.Donahoe@osp.utah.edu</p>	<p>Administrative Contact</p> <p>Name: UNIVERSITY OF WASHINGTON</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Project Director</p> <p>Name: WAYNE J. PEAY</p> <p>Address: ECCLES HEALTH SCIENCES LIBRARY 10 N. 1900 E., BLDG. 589 SALT LAKE CITY, UTAH 84112</p> <p>Telephone: 801-581-8771 Fax: 801-581-3632 Email: wayne@lib.med.utah.edu</p>	
<p>Financial Contact</p> <p>Name: GARY GLEDHILL MANAGER, RESEARCH ACCOUNTING</p> <p>Address: UNIVERSITY OF UTAH 201 S. PRESIDENT'S CIRCLE, RM 406 SALT LAKE CITY, UTAH 84112-9020</p> <p>Telephone: 801-581-7343 Fax: 801-581-5835 Email: ggledhill@park.admin.utah.edu</p>	<p>Financial Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Authorized Official</p> <p>Name: BRENT K. BROWN DIRECTOR, SPONSORED PROJECTS</p> <p>Address: UNIVERSITY OF UTAH 775 SOUTH 2000 EAST, BLDG 512 RAB SALT LAKE CITY, UTAH 84112-8930</p> <p>Telephone: 801-581-3003 Fax: 801-585-5749 Email: Brent.Brown@osp.utah.edu</p>	<p>Authorized Official</p> <p>Name: ?</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>

**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

?

Direct Costs	\$
Indirect Costs	\$
TOTAL BUDGET	\$91,252.00

Subaward Agreement

Institution/Organization ("UNIVERSITY")		Institution/Organization ("COLLABORATOR")	
Name:	UNIVERSITY OF UTAH	Name:	UNIVERSITY OF WYOMING
Address:	OFFICE OF SPONSORED PROJECTS 75 SOUTH 2000 EAST, BLDG 522 RAB Salt Lake City, Utah 84112-8930	Address: 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	Amount Funded this Action	Est. Total (if incrementally funded)
		\$67,388.00	\$67,388.00
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:		By an Authorized Official of COLLABORATOR:	
Name	Date	Name	Date
Brent K. Brown			
Title	Director, Sponsored Projects	Title	

**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 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.

Attachment 2
Subaward Agreement
NIH

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 its 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**

University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: FIFI DONAHOE, GRANTS & CONTRACTS OFFICER OFFICE OF SPONSORED PROJECTS 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</p>	<p>Administrative Contact</p> <p>Name: UNIVERSITY OF WYOMING Address: Telephone: Fax: Email:</p>
<p>Project Director</p> <p>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</p>	<p>Project Director</p> <p>Name: Address: ? Telephone: Fax: Email:</p>
<p>Financial Contact</p> <p>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</p>	<p>Financial Contact</p> <p>Name: Address: Telephone: Fax: Email:</p>
<p>Authorized Official</p> <p>Name: BRENT K. BROWN DIRECTOR, SPONSORED PROJECTS Address: UNIVERSITY OF UTAH 775 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</p>	<p>Authorized Official</p> <p>Name: ? Address: Telephone: Fax: Email:</p>

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

Direct Costs	\$
Indirect Costs	\$
TOTAL BUDGET	\$67,388.00

Appendix 11
Subcontractors Representations and Certifications

PART IV - SECTION K

Representations, Certifications, and Other Statements of Offerors (Negotiated).

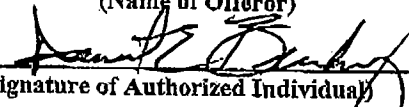
1. REPRESENTATIONS AND CERTIFICATIONS

- 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
- 15. FAR 52.222-48 Exemption From Application of Service Contract Act Provisions
- 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
- 20. FAR 52.225-4 Buy American Act--North American Free Trade Agreement--Israeli Trade 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.)

4/10/06
(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

 Kathleen J. Taggart, Director Grants Administration

 [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: 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);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(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 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, 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:

Place of Performance (Street Address (City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

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 a small business concern in paragraph (b)(1) of this provision.) The offeror represents , as a part of its offeror, 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.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 -250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

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

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, _____ 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)**

(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, 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.

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. **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 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:

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."

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

Karen Cole

[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: 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.

- (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 501(c)(3) Completely affiliated with 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. **52.209-5 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, 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:

Place of Performance (Street Address
(City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant
or Facility if Other than Offeror or Respondent

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 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.)

Number of Employees

Average Annual Gross Revenues

- 50 or fewer
- 51 - 100
- 101 - 250
- 251 - 500
- 501 - 750
- 751 - 1,000
- Over 1,000

- \$1 million or less
- \$1,000,001 - \$2 million
- \$2,000,001 - \$3.5 million
- \$3,500,001 - \$5 million
- \$5,000,001 - \$10 million
- \$10,000,001 - \$17 million
- Over \$17 million

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.)

No. of Employees

Average Annual Gross Revenues

- 50 or fewer
- 51 - 100
- 101 - 250
- 251 - 500
- 501 - 750
- 751 - 1,000
- Over 1,000

- \$1 million or less
- \$1,000,001 - \$2 million
- \$2,000,001 - \$3.5 million
- \$3,500,001 - \$5 million
- \$5,000,001 - \$10 million
- \$10,000,001 - \$17 million
- Over \$17 million

The ten targeted industries are as follows:

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

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, _____ 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.amci.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)**

(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, 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.

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 S(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.: 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.

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.: 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 ProductsLine 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 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:

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."

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
15. FAR 52.222-48 Exemption From Application of Service Contract Act Provisions
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
20. FAR 52.225-4 Buy American Act--North American Free Trade Agreement--Israeli Trade 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)

(RFP No.)

Dona R McKinney
(Signature of Authorized Individual)

(Date)

Dona R. McKinney, Associate Director
Office of Sponsored Program Administration

(Typed Name of Authorized Individual)

(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

(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 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, 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:

**Place of Performance (Street Address
(City, State, County, Zip Code)**

**Name and Address of Owner and Operator of the Plant
or Facility if Other than Offeror or Respondent**

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 a small business concern in paragraph (b)(1) of this provision.)** The offeror represents , as a part of its offeror, 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.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

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

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, _____ 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)**

(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, 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.

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. **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 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:

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."

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
15. FAR 52.222-48 Exemption From Application of Service Contract Act Provisions
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
20. FAR 52.225-4 Buy American Act--North American Free Trade Agreement--Israeli Trade 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 (RFP No.)
Deborah K. Vetter (Signature of Authorized Individual) 4-7-06 (Date)

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; 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: 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 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:

Place of Performance (Street Address (City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

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 a a small business concern in paragraph (b)(1) of this provision.)** The offeror represents , as a part of its offeror, 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.**)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

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

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, _____ 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)**

(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, 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.

13. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it [X] 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. **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 [] 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:

**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."

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 |
| 15. | FAR 52.222-48 | Exemption From Application of Service Contract Act Provisions |
| 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 |
| 20. | FAR 52.225-4 | Buy American Act--North American Free Trade Agreement--Israeli Trade 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).

<u>Washington University</u> (Name of Offeror)	(RFP No.)
<u>Michelle L Kerny</u> (Signature of Authorized Individual) <u>Acting for John Michnowicz</u>	<u>4/7/06</u> (Date)
<u>John Michnowicz</u> (Typed Name of Authorized Individual)	
<u>06-855-2207</u> (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: 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;
 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 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, 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:

Place of Performance (Street Address
(City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant
or Facility if Other than Offeror or Respondent

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 a small business concern in paragraph (b)(1) of this provision.)** The offeror represents , as a part of its offeror, 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.)

Number of Employees

- 50 or fewer
 51 - 100
 101 - 250
 251 - 500
 501 - 750
 751 - 1,000
 Over 1,000

Average Annual Gross Revenues

- \$1 million or less
 \$1,000,001 - \$2 million
 \$2,000,001 - \$3.5 million
 \$3,500,001 - \$5 million
 \$5,000,001 - \$10 million
 \$10,000,001 - \$17 million
 Over \$17 million

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.)

No. of Employees

- 50 or fewer
 51 - 100
 101 - 250
 251 - 500
 501 - 750
 751 - 1,000
 Over 1,000

Average Annual Gross Revenues

- \$1 million or less
 \$1,000,001 - \$2 million
 \$2,000,001 - \$3.5 million
 \$3,500,001 - \$5 million
 \$5,000,001 - \$10 million
 \$10,000,001 - \$17 million
 Over \$17 million

The ten targeted industries are as follows:

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

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, _____ 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)**

(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, 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.

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. **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 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:

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."

PART IV - SECTION K

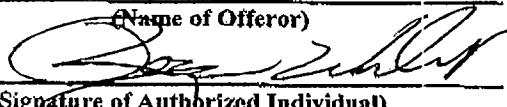
Representations, Certifications, and Other Statements of Offerors (Negotiated).

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
- 15. FAR 52.222-48 Exemption From Application of Service Contract Act Provisions
- 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
- 20. FAR 52.225-4 Buy American Act--North American Free Trade Agreement--Israeli Trade 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)


 (Signature of Authorized Individual)

 (RFP No.)
 4/11/06

 (Date)

Roger Wilmot, Associate Vice President for Research

 (Typed Name of Authorized Individual)

06-969-0956

 (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: 83-6000331
 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. **52.209-5 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, 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:

**Place of Performance (Street Address
(City, State, County, Zip Code)**

**Name and Address of Owner and Operator of the Plant
or Facility if Other than Offeror or Respondent**

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 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.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

<u>Product Service Code</u>	<u>SIC Code</u>	<u>Description</u>
G004	8742	Counseling/Training/Social Rehabilitation Services
I099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834 2835, 2836	Drugs and Biologics
7045	3572, 3695 5065	ADP Supplies
7110	5021	Office Furniture
7510	5112	Office Supplies

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, _____ 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)**

(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, 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.

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. **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 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:

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."

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
- 15. FAR 52.222-48 Exemption From Application of Service Contract Act Provisions
- 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
- 20. FAR 52.225-4 Buy American Act--North American Free Trade Agreement--Israeli Trade 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 Colorado at Denver and Health Sciences Center

(Name of Offeror)

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


(Signature of Authorized Individual)

4/11/06
(Date)

Jennifer E. Snyerthorne, MPA
(Typed Name of Authorized Individual)

041096314
(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(e) 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: 84-6000555
 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-funded institution of higher education

(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 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, 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:

Place of Performance (Street Address
City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant
or Facility if Other than Offeror or Respondent

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. **S2.219-19 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 S2.219-1 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

Average Annual Gross Revenues

- 50 or fewer
- 51 - 100
- 101 - 250
- 251 - 500
- 501 - 750
- 751 - 1,000
- Over 1,000

- \$1 million or less
- \$1,000,001 - \$2 million
- \$2,000,001 - \$3.5 million
- \$3,500,001 - \$5 million
- \$5,000,001 - \$10 million
- \$10,000,001 - \$17 million
- Over \$17 million

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.)

No. of Employees

Average Annual Gross Revenues

- 50 or fewer
- 51 - 100
- 101 - 250
- 251 - 500
- 501 - 750
- 751 - 1,000
- Over 1,000

- \$1 million or less
- \$1,000,001 - \$2 million
- \$2,000,001 - \$3.5 million
- \$3,500,001 - \$5 million
- \$5,000,001 - \$10 million
- \$10,000,001 - \$17 million
- Over \$17 million

The ten targeted industries are as follows:

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

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, _____ 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)**

(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, 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.

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. **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. **S2.225-6 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 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:

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 qualifies 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."