DISASTER HEALTH INFORMATION OUTREACH AND COLLABORATION PROJECT 2013

REQUEST FOR QUOTATION (RFQ)

A. GENERAL INFORMATION

1. INTRODUCTION

Quotations will be accepted from a library or a non-library organization that has disaster-related responsibilities or a consortium that includes both. Please see the Statement of Work section on "Project Partners" for further description of organizations that are eligible to apply.

Quotations must include at least one library or library consortium and at least one non-library organization that have disaster/emergency-related responsibilities. Any partner can be designated as the lead agency. A single institution that includes both a library and non-library unit(s) with disaster-related responsibilities is also eligible; for example, a local government or hospital or university with both a library and departments with disaster responsibilities is eligible.

Quotations shall not exceed a total of 50 single-spaced pages, including all enclosures and attachments. Pages should be standard size (8 1/2" x 11") and the font should be no smaller than 10 point. Excluded from page limitation are cover letters and letters from collaborators and consultants.

A Checklist for Submission is included as Attachment No. 6. This checklist is intended to help you; it is not a requirement and does not need to be included in your quotation.

2. PURPOSE

The purpose of the Disaster Health Information Outreach and Collaboration Project is to design programs for improving disaster medicine and public health information access for health professionals, first responders and others (paid or volunteer) that play a role in health-related disaster preparedness, response and recovery.

3. BACKGROUND

See Statement of Work. (Attachment 1)

4. NAICS CODE AND SIZE STANDARD

Notice to Offerors: The following information is to be used in completing the representations and certifications:

a. The North American Industry Classification System (NAICS) code for this acquisition is 519120.
b. The small business size standard for this acquisition is $14.0 million.

5. METHOD OF ACQUISTION

The Government intends to procure the necessary services in accordance with the simplified acquisition procedures stated in FAR Part 13.

6. TYPE OF AWARDS

It is anticipated that the award(s) from this solicitation will be firm-fixed priced type purchase orders.

Each award will have a minimum value of $15,000 and a maximum value of $30,000

7. NUMBER OF AWARDS

It is anticipated that multiple awards will be made from this solicitation.

NOTE: Award of any Contract is contingent on the availability of funds.

8. DATE OF AWARD

It is anticipated that multiple awards will be made in September 2013.

9. PERIOD OF PERFORMANCE

It is anticipated that any award(s) made from this solicitation will have a period of performance of twelve (12) months from the date of award.

10. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

11. COMMUNICATIONS PRIOR TO AWARD

Vendors shall direct all communications to the attention of:

Keturah Busey, Contract Specialist
Office of Acquisitions (OA)
National Library of Medicine (NLM)
6707 Democracy Blvd., Suite 105
Bethesda, MD 20892-5488

Office phone: 301-451-6557
Fax: 301-402-0642
Email: buseyk@mail.nlm.nih.gov

Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

12. PREPARATION COSTS

This RFQ does not commit the Government to pay for the preparation and submission of a quotation.

B. GENERAL INSTRUCTIONS TO OFFERORS

1. INSTRUCTIONS TO VENDORS

(a) *Definitions*. As used in this provision–

Discussions are negotiations that occur that may, at the Contracting Officer's discretion; result in the offeror being allowed to revise its quotation.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Quotation modification is a change made to a quotation before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Quotation revision is a change to a quotation made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations*. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of Quotations*.
(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, quotations and modifications to Quotations

shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the quotation is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.

(2) The first page of the quotation must show--

(i) The solicitation number;
(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
(v) Name, title, and signature of person authorized to sign the quotation. Quotations signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late quotations and revisions.

(i) Any quotation received at the office designated in the solicitation after the exact time specified for receipt of quotations will not be considered unless it is received before award is made and—

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of q(e.g., a quotation submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date

specified for receipt of Quotations. The term ``working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of Quotations; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of Quotations and was under the Government's control prior to the time set for receipt of Quotations, and the Contracting Officer determines that accepting the late quotation would not unduly delay the procurement; or

(F) It is the only quotation received.

(ii) Any modification or revision of a quotation or response to request for information, including any final quotation revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late quotation or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the quotation, response to a request for information, or modification or revision shall be processed as if mailed late. ``Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the quotation wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late quotation, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the ``Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. ``Postmark" has the same meaning as defined in paragraph (c) (3) (iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful quotation that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Quotations may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile quotations, Quotations may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Quotations." Quotations may be withdrawn in person by a offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the quotation before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that Quotations cannot be received at the office designated for receipt of Quotations by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of Quotations will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Quotations submitted must be on an all-or-none basis, e.g., Quotations that propose to provide any item or combination of items shall be determined to be nonresponsive.

(5) Quotations submitted in response to this solicitation shall be in English and in U.S. dollars.

(6) Offerors may submit modifications to their Quotations at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised Quotations only if requested or allowed by the Contracting Officer.

(8) Quotations may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Quotation expiration date. Quotations in response to this solicitation will be valid for a period of 60 calendar days.

(e) Restriction on disclosure and use of data. Offerors that include in their Quotations data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed--in whole or in part--for any purpose other than to evaluate this quotation. If, however, a purchase order is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Purchase Order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this quotation.

(f) Purchase Order Award.

(1) The Government intends to award Purchase Orders(s), to the responsible offeror(s) whose quotation represents the best value, after an evaluation is conducted in accordance with the factors and sub factors, in the solicitation.

(2) The Government may reject any or all Quotations if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in

Quotations received.

(4) The Government shall evaluate Quotations and may award a Purchase Order without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial quotation should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity proposed, at the unit cost or prices proposed, unless the offeror specifies otherwise in the quotation.

(6) Exchanges with offerors after receipt of a quotation do not constitute a rejection or counteroffer by the Government.

(7) The Government may determine that a quotation is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A quotation may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(8) The Government reserves the right to make multiple awards if after considering the additional administrative costs it is in the Government's best interest to do so.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

2. POTENTIAL AWARD WITHOUT DISCUSSIONS

The Government reserves the right to award a Purchase Order without discussions if the Contracting Officer determines that the initial quotation is/are fair and reasonable, provide the Best Value and discussions are not necessary.

3. ORDERING TERMS AND CONDITIONS

a. The offeror must specify the unit price proposed for each Item Number.

b. Prices proposed for this RFQ are Open Market .

c. The offeror must indicate the Quantity, Item, and Trade Discounts being proposed for each line item listed. If none, state none.

d. The offeror must indicate a period of delivery, citing the number of days after receipt of a Purchase Order document in which delivery will be performed.

e. The offeror must indicate the F.O.B. Point (cite 'O' for Origin and 'D' for Destination). Transportation & Shipping Terms, of the attached Addendum to Terms and Conditions of Contract.]

4. PURCHASE ORDER TERMS AND CONDITIONS

a. The attached Purchase Order Terms and Conditions shall be made a part of any Contract awarded as a result of this RFQ.

b. The attached Addendum to Terms and Conditions of Purchase Order shall be made a part of any Purchase Order awarded as a result of this RFQ.

5. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (SIMPLIFIED ACQUISITIONS)

If you intend to submit a quotation, you must complete the Offeror Representations and Certifications – Commercial Items form **(see attachment 12).**

6. PUBLICATION AND PUBLICITY

In addition to the requirements set forth in HHSAR Clause **352.270-6, Publications and Publicity** the Contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this purchase order in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institutes of Health, Department of Health and Human Services, under Purchase Order No._____ "

7. SECTION 508 COMPLIANCE

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, and/or used under this contract/order must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 provisions is available at http://www.hhs.gov/od . The complete text of Section 508 Final provisions can be accessed at http://www.accessboard.gov/sec508/provisions.htm.

Section 508 Evaluation Factors: Responses to this solicitation will only be considered for award after it has been determined that the quotation adequately addresses the requirements for Section 508. Only quotations which contain adequate information to document their responsiveness to the Section 508 requirements (e.g. a completed GPAT) will be eligible for any additional merit consideration.

Section 508 Acceptance Criteria: Quotations received as a result of this solicitation will be accepted based in part on satisfaction of identified Section 508 requirements for accessibility. **All quotations must include a completed GPAT**, which is included as a part of this solicitation **(see attachment 8)**.

8. ANTI – LOBBYING

Pursuant to Section 503(a) of Public Law 105-78, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before Congress or any State legislature, except in presentation to the Congress or any other State legislature itself.

9. PRESS RELEASES

The Contractor shall clearly state, when issuing statements, press releases, requests for quotations, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

10. OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Contracting Officer's Representative (COR) and the Contracting Officer has issued written approval to proceed.

11. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (PL. 101-391)

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public

accommodations both foreign and domestic. Public accommodations that meet the requirement can be accessed at:
http://www.usfa.fema.gov/hotel/index.htm.

12. CONSTITUTION DAY

Each educational institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17 of such year for the students serviced by the educational institution in accordance with Public Law 108-447.

13. RESTRICTION ON EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

The Contractor shall not use contract funds to employ workers described in section 274A(h)(3) of the Immigration and Nationality Act, which reads as follows:

"(3) Definition of unauthorized alien. - As used in this section, the term 'unauthorized alien' means, with respect to the employment of an alien at a particular time, that the alien is not at that time either (A) an alien lawfully admitted for permanent residence, or (B) authorized to be so employed by this Act or by the Attorney General."

14. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is 1-800-HHS-TIPS (1-800-447-8477). All telephone calls will be handled confidentially. The e-mail address is Htips@os.dhhs.gov and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

15. YEAR 2000 COMPLIANCE—SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this purchase order shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

16. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING SCIENTIFIC INFORMATION

Pursuant to the current HHS annual appropriations act, the Contractor shall not use contract funds to disseminate scientific information that is deliberately false or misleading.

17. GUIDELINES FOR INCLUSION OF WOMEN, MINORITIES, AND PERSONS WITH DISABILITIES IN NIH-SUPPORTED CONFERENCES

Pursuant to the NIH Revitalization Act (P.L. 103-43, Section 206), which adds Section 402 (b) to the Public Health Service Act, it is required that NIH, "in conducting and supporting programs for research, research training, recruitment, and other activities, provide for an increase in the number of women and individuals from disadvantaged backgrounds (including racial and ethnic minorities) in the fields of biomedical and behavioral research." In addition, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 require reasonable accommodations to be provided to individuals with disabilities.

It is NIH policy that organizers of scientific meetings should make a concerted effort to achieve appropriate representation of women, racial/ethnic minorities, and persons with disabilities, and other individuals who have been traditionally underrepresented in science, in all NIH sponsored and/or supported scientific meetings.

Therefore, it is the contractor's responsibility to ensure the inclusion of women, minorities and persons with disabilities in all events when recruiting speakers and/or participants for meetings or conferences funded by this contract.

See the policy announcement for additional details and definitions at: http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-066.html

18. SELECTION OF VENDOR(S)

a. The acceptability of the technical portion of each quotation will be evaluated by a technical review committee or a member of the Government's technical staff. Each quotation will be evaluated in strict conformity with the evaluation criteria in the RFQ utilizing point scores and written critiques. The offeror may be requested to submit clarifying information.

b. The business portion of each quotation will be subjected to a cost/price analysis (as appropriate), management analysis, etc.

c. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their Quotations (e.g.

The relevance of an offeror's past performance information and adverse past

performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

d. Best-Value Analysis. A final best-value analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, and other factors considered.

e. The NLM reserves the right to make a single award, multiple awards, or no award at all as a result of this RFQ. In addition, the RFQ may be amended or canceled as necessary to meet NLM's requirements.

19. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE [FAR 52.252-1 (FEBRUARY 1998)].

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

FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1):

a. Data Universal Numbering System (DUNS) Number, FAR Clause 52.204-6 (April 2008)

b. Central Contractor Registration, FAR Clause 52.204-7 (April 2008)

c. Submission of Offers in the English Language, FAR 52.214-34 (April 1991).

b. Submission of Offers in U.S. Currency, FAR 52.214-35 (April 1991).

20. NUMBER OF COPIES OF QUOTATION

Your quotation shall be organized as specified in Section B., GENERAL INSTRUCTIONS TO OFFERORS; Section C., INSTRUCTIONS FOR PREPARING THE TECHNICAL PORTION OF THE QUOTATION; and Section D., INSTRUCTIONS FOR PREPARING THE BUSINESS PORTION OF THE QUOTATION.

Please submit an electronic version of your quotation to the following email address no later than 2:00 p.m., Eastern Standard Time, on June 20, 2013:

buseyk@mail.nlm.nih.gov

In addition to the electronic copy, please submit one (1) signed original, and five (5) hard copies within 24 hours of the date and time stated above to the following address:

Keturah Busey, Contract Specialist
Office of Acquisitions (OA)
National Library of Medicine (NLM)
6707 Democracy Blvd., Suite 105
Bethesda, Maryland 20894

FAXED COPIES WILL NOT BE ACCEPTED

21. SUBMISSION REQUIREMENTS

a. Quotation Cover Sheet (Attachment No.2)

Include project title, date of submission, name, address, telephone number(s), fax number(s), web address(s), e-mail and DUNS number of the submitting and partnering organization(s) along with specific contact personnel for both administrative and technical aspects of the project (may be the same person). In addition, a one-paragraph summary of the project (approximately 250-400 words) should be included.

b. Technical Discussion

Offerors shall submit a detailed work plan indicating how each aspect of the statement of work is to be accomplished. The technical discussion should include as much detail as you consider necessary to fully explain the proposed approach and method. The technical discussion should reflect a clear understanding of the nature of the work being undertaken. The technical discussion must include information on how the project is to be organized, staffed, and managed.

c. Business Quotation

Offerors shall submit a detailed budget providing a breakdown and justification for the costs included in each expenditure category. The categories listed are not exhaustive and should be modified for the specific items you are requesting.

C. INSTRUCTIONS FOR PREPARING THE TECHNICAL PORTION OF THE QUOTATION

1. INTRODUCTION

The technical discussion shall clearly describe what work will be performed as part of the overall project, how it will be performed, who will be doing the work, and how the work is related to the overall goals of the proposed project. In addition, the quotation should address why the project is significant and should be funded.

TECHNICAL DISCUSSIONS ARE EXPECTED TO BE BRIEF AND SHALL NOT EXCEED SIX (6) PAGES (exclusive of charts, attachments, and section 508 GPAT).

2. TECHNICAL DISCUSSION

The suggested outline for the technical discussion is as follows:

a. Statement of Work

Describe the project and include at least the following information:

- Goal(s) and Objectives: Describe the goals of the project and how the requested funds will help accomplish them. A goal is a broad statement describing the ultimate benefits that the project will work toward accomplishing by the end of a successful project. For example, information outreach project goals often include improving use of and access to disaster health information. Also describe the expected results and benefits for each measurable objective as it relates to the criterion of the RFQ and the goal of the project. Address how this project will increase the awareness and utilization of the National Library of Medicine and/or other health and medical resources in the disaster community. Indicate the need for the project and its relationship to any similar projects currently underway, if any.

- Background Information: Provide a narrative description of the project including what will be done, who (organizations or agencies) will be doing it, and why it is important.

- Approach and Methodology: Clearly outline the general plan of work. Describe in detail the methodologies that will be used for the project and include any problems anticipated.

  NOTE: Provide clear and detailed justification for your approach. For example, do not propose developing a web resource for your organization without including details about how this will improve information access for the target population and why another disaster resources web page is necessary with all that are currently available.

- Description of Organizations Participating in the Project: Describe the

organizations participating in the project and existing relationships between the organizations, if any. Discuss the need for the project that is being proposed for these organizations.

- Evaluation: Methodology for Measuring Success- Discuss how you will know whether your project is a success. Describe what the project will accomplish and how you will measure the progress made. Some relevant examples of evaluation tools include: conducting pre and post tests for training activities, and assessing how frequently someone uses a new tool. Describe plans for evaluating the success of the project. Recommend ways that NLM might evaluate this project and similar projects.

- Project schedule: Provide a realistic schedule for completion of the work within 12 months and delivery of items specified in the statement of work.

- Charts: Complete the charts (Attachment No. 4) addressing: (1) Types of activities planned, and (2) Names and types of organizations involved in the project.

b. Personnel

Describe the experience and qualifications of personnel who will work on the project. Provide information that will show their qualifications and recent experience with similar projects. If personnel will be hired, job descriptions with specific qualifications should be included.

NOTE: Offerors shall include a resume for each key person, including consultants, proposed for the project. Resumes shall include name; educational background, including degree(s)/certifications(s); and work experience, including position title, organization, service dates, and description of positions held. Individual resumes shall be no more than two pages in length.

c. Facilities

Describe the facilities and resources to be used to support this project. Include a description of computer equipment and office/training facilities of the Offeror and those of any other site to be used in the project. List the most important equipment items already available for this project, noting location and pertinent capabilities of each.

NOTE: Funds are not provided for rental expenses.

d. Partnerships

Letters of commitment should specify the roles of each participating consultant or organization and what services they are providing for the proposed project and must be included with the quotation. If available, include descriptions of any studies, needs

assessments, evaluations, etc. that you or others have done to determine the need for this project. Provide an indication of the potential impact of this project on the institution or community and the likelihood that the project can be a model for others. Plans for continuing the project after the period of performance for this funding concludes should also be discussed.

e. Past Performance

Provide a brief summary of each participating organization's general background, experience, and qualifications related to the proposed project. Describe any past accomplishments related to similar projects, including sharing or using disaster information and disaster information resources. Include performance history on meeting objectives within delivery and cost schedules on efforts, either past or on-going which is comparable to the effort required by this RFQ. Include any pertinent federal acquisitions, defined as listing of each related acquisition completed within the last three years or currently in process. The listing should include: (1) the acquisition number; (2) acquiring agency; (3) acquisition dollar value; (4) dates acquisition began and ended (or ends); (5) description of acquisition work; (6) explanation of relevance of work to this RFQ; and (7) actual delivery and cost performance versus delivery and cost agree to in the acquisition(s).

D. INSTRUCTIONS FOR PREPARING THE BUSINESS PORTION OF THE QUOTATION

1. BASIC COST/PRICE INFORMATION

Offerors shall submit a detailed budget providing a breakdown and justification for the costs included in each expenditure category. The categories listed are not exhaustive and should be modified for the specific items you are requesting.

Use the Cost Breakdown Form supplied (Attachment No. 5) to submit your budget.

Funds may be requested for the following (these are examples only and are not meant to be all-inclusive):

- Costs to obtain or provide training in accessing disaster health information resources
- Developing, producing, and distributing materials for the project. Double-sided and black and white printing are encouraged.
- Salaries of additional staff to support the project or release current staff to carry out the project.
- Evaluating the project
- Communications access costs
- Travel necessary for the project
- Purchase of equipment or materials for the project

- Document acquisition and/or delivery

Funds may not be used for the following:

- Purchase of meals, light refreshments, or beverages, including gift cards for such items.
- Gifts, gift cards, or promotional items including, but not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, conference bags or similar items.

2. PRICING

Prices to the Government shall be as low as or lower than those charged to the offeror's most favored customer for comparable quantities under similar terms and conditions in addition to any trade or prompt payment discounts offered. Accordingly, discounts notwithstanding, the offeror must ensure that the items sold to the Government in the particular commodity category meet the requirement for "most favorable pricing" to the Government.

3. INFORMATION OTHER THAN PRICING DATA

The information submitted shall consist of data to permit the Contracting Officer and authorized representatives (NLM staff) to determine price reasonableness or cost realism, e.g., information to support an analysis of material costs or information on prices and quantities at which the offeror has previously sold the same or similar items or carried out the same or similar work.

Any information submitted must support the price proposed. Include sufficient detail or cross reference to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rational as needed to permit the Contracting Officer and authorized representatives to evaluate the documentation.

The information may be submitted in the offeror's original format.

E. EVALUATION FACTORS FOR AWARD

1. GENERAL

The technical quotation will receive paramount consideration in the selection of the offerors for this acquisition. The evaluation will be based on the demonstrated capabilities of the prospective vendor in relation to the needs of the project as set forth in the RFQ. In the event that the technical evaluation reveals that two or more offerors are approximately equal in the technical ability, then cost may become a significant factor in determining award. In any event, the government reserves the right to make an award based on a best value determination, cost and other factors considered.

Vendors must submit information sufficient to evaluate their quotations based on the detailed criteria listed below.

NLM may award a Purchase Order only if the corresponding quotation has been recommended as technically acceptable by the technical review committee. NLM is not under any obligation to fund any quotation or make any specific number of awards. Funding for any/all technically acceptable quotations is not guaranteed.

QUOTATIONS WILL BE SCORED AGAINST THESE CRITERIA, SO PLEASE BE CERTAIN THAT ALL CRITERIA HAVE BEEN ADDRESSED IN YOUR SUBMISSION.

2. MANDATORY CRITERIA

Listed below are mandatory qualification criteria that establish conditions that must be met in order for the quotation to be considered:

a. The project must specifically target disaster health information needs of the disaster medicine and public health community (including emergency responders, disaster/emergency managers, hospital personnel, public health workers, librarians/information specialists, etc.) Project partners must include at least one library or library consortium and at least one non-library organization that has disaster/emergency-related responsibilities. See the descriptions of project partners and target audiences in the Statement of Work.

b. The quotation must address how the project will increase the awareness and utilization of the National Library of Medicine disaster health resources in the disaster workforce.

c. The project must be conducted within the United States or its territories.

d. Project budgets shall range from $15,000 - $30,000.

3. TECHNICAL EVALUATION

Evaluation of the technical portion of quotations will be conducted by a technical review committee or a member of the Government's technical staff in accordance with the factors, weights, and order of relative importance as described below entitled "TECHNICAL EVALUATION FACTORS". This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's quotation only.

Offerors merely proposing to offer to conduct the work in accordance with the statement of work will not be eligible for award. The quotation must include a comprehensive plan for meeting the needs of the Government, addressing each of the requirements of the statement of work and explaining the proposed technical approach to be used. Failure to provide the

information required to evaluate the quotation may result in the rejection of the quotation without further consideration.

***NOTE: The Section 508 GPAT is required to be submitted as part of your proposal and will be evaluated as acceptable or unacceptable but not scored.**

4. TECHNICAL EVALUATION FACTORS

Criteria	Points
A. Technical Approach	50
B. Organization(s) Involved, Facilities, Personnel and Resources	25
C. Collaboration	15
D. Past Performance	10
	100

Criterion A (50 points)
Technical Approach

This criterion relates to the logic and feasibility of the technical approach to providing disaster-related health information services to the community to the target community. The quotation must include sufficient detail to show an understanding of the project and describe how the project will be conducted, and what need(s) the project will help to meet. The quotation must address how this project will increase the awareness and utilization of the NLM online health and medical resources in the disaster workforce. The rationale and need for the project must be clearly defined. The quotation must also include the approach that will be used to assess the value of the project to the target community. If the quotation is for an extension or expansion of a previously funded NLM project, the quotation must explain the need for the extension or expansion. It must address what has been learned from the earlier project and what changes, if any, will be made as a result of what has been learned. The expected impact of prior project(s) should also be discussed.

Criterion B (25 points)
Organization(s) Involved, Facilities, Personnel, and Resources

This criterion relates to the description of the organization(s) making the quotation, its (their) primary disaster-related functions, services currently provided, experience, facilities, equipment and supporting documentation. The quotation must demonstrate evidence of facilities and resources adequate to support the proposed project and letters of commitment from all the organizations involved in the project. The quotation must include descriptions of the experience and qualifications of the proposed personnel (must include CVs or resumes and letters of commitment) who will actually carry out the project.

Criterion C (15 points)
Collaboration

This criterion relates to the description of the participating organizations for this project and a description of their need for and potential benefit from collaboration. The organizations and the groups they serve must be clearly described. Ways in which the collaboration is an innovative approach, a new kind of partnership for this community, or enhances already successful partnerships should be described. The quotation should describe the potential impact of this project on the institution or community and the likelihood that the project can be a model for others. Plans for continuing the project after the period of performance for this funding concludes should also be discussed.

Criterion D (10 points)
Past Performance

This criterion relates to the experience of the partnering organization(s) and its (their) personnel in developing or conducting projects related to providing health or disaster health information or information services and/or information outreach. The quotation should include evidence of past or on-going accomplishments which are comparable, or related, to the effort required by this RFQ. Also, the quotation should include performance history as defined by meeting project objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this RFQ. If the offeror has current or prior pertinent federal acquisitions, the quotation should include information on those acquisitions defined as a listing of each related acquisition completed within the last three years or currently in process. The listing should include: (1) the acquisition number; (2) acquiring agency; (3) acquisition dollar value; (4) dates acquisition began and ended (or ends); (5) description of acquisition work; (6) explanation of relevance of work to this RFQ; and (7) actual delivery and cost performance versus delivery and cost agree to in the acquisition(s).

F. PROMOTING EFFICIENT SPENDING

On September 21, 2011, the Office of Management and Budget issued Memorandum M-11-35 , entitled, "Eliminating Conference Spending and Promoting Efficiency in Government," emphasizing the President's priority to ensure that the Government operates with the utmost efficiency and eliminates unnecessary or wasteful spending. This was followed by the Executive Order on Delivering an Efficient, Effective, and Accountable Government (EO 13576) and the Executive Order on Promoting Efficient Spending (EO 13589). On January 3, 2012, the Department of Health and Human Services (DHHS) issued the memorandum "HHS Policy on Promoting Efficient Spending: Use of Appropriated Funds for Conferences and Meetings, Food, Promotional Items, and Printing, and Publications" (See http://www.hhs.gov/asfr/ogapa/acquisition/effspendpol_memo.html).

In support of these directives, the NIH issued a January 30, 2012, Memorandum, entitled, "NIH Guidance Related to the HHS Policies on Promoting Efficient Spending: Use of Appropriated Funds for Conferences, Conference Grants and Meetings, Food, Promotional Items, and Printing and Publications." (See http://oamp.od.nih.gov/)

Any contract awarded as a result of this solicitation will:

- Specifically prohibit the use of contract funds for the provision of food for meals, light refreshments and beverages for any NIH funded meeting or conference; and
- Limit the procurement of meeting space, promotional items, printing and publications.

G. ATTACHMENTS

ATTACHMENT 1: Statement of Work (SOW)
ATTACHMENT 2: Quotation Cover Sheet
ATTACHMENT 3: Final Report (Sample Copy—Do not submit with quotation)
ATTACHMENT 4: Information Access Category Chart
ATTACHMENT 5: Cost Breakdown
ATTACHMENT 6: Submission Checklist
ATTACHMENT 7: Section 508 Compliance
ATTACHMENT 8: GPAT
ATTACHMENT 9: Frequently Asked Questions (FAQs)
ATTACHMENT 10: Terms & Conditions
ATTACHMENT 11: Addendum to Terms & Conditions
ATTACHMENT 12: Offeror Representations and Certification

DISASTER HEALTH INFORMATION OUTREACH AND COLLABORATION PROJECT 2013

STATEMENT OF WORK

A. BACKGROUND INFORMATION

Recognizing the untapped potential of libraries, librarians, and information services to aid in the nation's disaster management efforts, the National Library of Medicine (NLM) Board of Regents' Long Range Plan (2006-2016) Subcommittee recommended that NLM create a "Disaster Information Management Research Center" (DIMRC) to support national emergency preparedness and response efforts. Since the Center opened in 2008, NLM has worked to train and support librarians to serve as Disaster Information Specialists to help meet their communities' information needs in preparing for, responding to, and recovering from disasters and public health emergencies. Several pilot projects were conducted by a variety of institutions including the Sarasota Memorial Hospital, New York University, the Uniformed Services University of the Health Sciences, and the Office of the Assistant Secretary for Preparedness and Response, HHS, in conjunction with the NIH Library. In March 2011, DIMRC hosted a Disaster Information Outreach Symposium to explore various ways in which librarians can assist their institutions, organizations, and communities.

DIMRC also develops disaster and emergency information resources for health professionals and the public. (http://disasterinfo.nlm.nih.gov). These tools include access to the relevant biomedical literature via PubMed (http://pubmed.gov) and the non-commercial literature via the Resource Guide for Disaster Medicine and Public Health (http://disasterlit.nlm.nih.gov), as well as tools to assist in the response to hazmat and chemical, biological, radiological, and nuclear (CBRN) events These tools include the Wireless Information System for Emergency Responders (WISER; http://wiser.nlm.nih.gov) with information on over 400 chemical, biological, and radiological agents, Radiation Emergency Medical Management (REMM; http://remm.nlm.gov) and Chemical Hazards Emergency Medical Management (CHEMM; http://chemm.nlm.nih.gov).

NLM, as part of the National Institutes of Health (NIH), recognizes that it is critical to establish relationships with organizations that encourage and foster communication and information access. All those working in disaster medicine and public health need fast and easy access to the most up-to-date and accurate health information to effectively prepare for and respond to incidents. Evidence-based information from past events, incoming information from social media sources, and tools to aid in analysis are needed by health departments, hospitals, academic institutions, emergency management agencies, and non-governmental organizations to assist with disaster planning, as well as

for response and recovery. Libraries and librarians are highly qualified to assist with these information needs.

Based on our pilot disaster health information studies at several institutions since 2008 and the Disaster Information Outreach Symposium in March 2011, NLM funded for the first time in 2011 the Disaster Health Information Outreach and Collaboration Project for libraries and other organizations to work together to improve awareness of, access to, and use of disaster medicine and public health information by organizations, institutions, and agencies working in any phase of disaster/emergency management (all-hazards). Funds were offered again in 2012. Previously funded projects can be viewed at http://disasterinfo.nlm.nih.gov/dimrc/disasterinfofunding.html.

NLM defines "disaster health information" broadly as clinical, public health, medical, and health information needed for preparedness, response and recovery from all-hazards disasters and emergencies, including public health emergencies. "All-hazards" includes natural events, terrorism, industrial accidents, transportation accidents, public health emergencies such as major disease outbreaks, chemical/biological/radiation/nuclear events with potential for causing mass casualties, and other incidents that require emergency response or have the potential to exceed local response resources.

B. PURPOSE AND OBJECTIVES

The purpose of the Disaster Health Information Outreach and Collaboration Project is to design programs for improving disaster medicine and public health information access for health professionals, first responders and others (paid or volunteer) that play a role in health-related disaster preparedness, response and recovery. (See the section below on Target Audiences.) Emphasis is on providing information or access to health and medical information in a way useful to the target audiences, and increasing the awareness and utilization of high-quality, professional-level online medical and public health information resources on disaster, all-hazards, and emergency topics including resources from the National Library of Medicine listed in the Background Information above. The purpose is also to promote new and creative collaborations on disaster health information needs among and to the mutual benefit of librarians, information specialists, or informationists and the disaster workforce.

PROJECT ACTIVITIES

Projects must involve two or more of the following information access categories:

1. Needs Assessment: To determine and evaluate disaster health information needs, available resources, training needs, preferred information access tools, gaps in types or content of materials, and other aspects of the provision of information services by and for librarians and the disaster workforce.

2. Roles in Providing Disaster Health Information: To develop new or expanded roles for librarians/informationists with organizations that have major disaster health-related responsibilities and/or to develop new or expanded roles for disaster workforce members' participation in development, evaluation, promotion and use of health information resources. To promote cross-training and mutual awareness of each organization's disaster roles and health information needs.

3. Practices and Methods in Information Sharing: To develop collaborative information practices, methods, and communication tools among information organizations (libraries or similar) and disaster organizations for sharing of health information to enhance disaster planning, situational awareness, response, and recovery. Practices and tools could address, for example, building community resilience, online mapping of post-disaster resources, use of social media in disasters, biosurveillance, and other means for enhancing communications. Projects may also support the health information needs of an institution developing continuity of operations plans or disaster response plans, but funds will not be provided for actually doing that planning.

4. Skills Development: Training to develop skills in accessing or using disaster health-related information including the use of online databases and general disaster information resources in order to improve services, benefit the community, and enhance understanding of the context for using disaster information. This may include training for the staff of an agency, development of training programs for clients and patrons, training programs for other agencies, etc.

5. Information Retrieval: To provide or improve access to electronic disaster medicine and public health information resources for organizations with disaster-related responsibilities or by the clients they serve and to implement access to state-of-the-art disaster health-related information tools via the Internet or mobile devices. This may require the purchase of hardware (computer equipment), software, or contractual relationships necessary to obtain a connection to the Internet for the benefit of organizations with disaster responsibilities and for the purpose of accessing and sharing disaster health-related information.

6. Document Access: Access to disaster health-related documents and other types of health information. This may include the enhancement of library collections, development of connections between disaster-related organizations and local health sciences or other libraries to obtain use of their collections, to procure interlibrary loan services, etc.

Projects **must** also include:

Participation in the NLM Disaster Information Specialist Program: One or more staff associated with a project must participate in the Disaster Information Specialist Program by subscribing to the DISASTR-OUTREACH-LIB listserv

(http://sis.nlm.nih.gov/dimrc/dimrclistserv.html), participating in monthly Program conference calls, and contributing to collaborative efforts of this community of practice as appropriate.

PROJECT PARTNERS

Eligible projects must be based on a partnership or collaboration that includes at least one library and at least one non-library organization that has disaster-related responsibilities. Either partner can be designated as the lead agency and submit an application. A single institution that includes both a library and non-library unit(s) with disaster-related responsibilities is also eligible; for example, a local government or hospital or university with both a library and departments with disaster responsibilities. NLM is particularly interested in strong contributions from both the disaster workforce and librarians, informationists and library staff in the development of these new programs.

Projects **must** include at least one library, defined as:

> A library, library system, information center or consortium of libraries that has some experience in providing health information resources or disaster/emergency information resources to their constituents. Examples include, but are not limited to, college and university libraries, corporate or special libraries, public libraries, and health sciences libraries. Preference will be given to libraries that serve a wide or unrestricted audience, or an entire community. A consortium of libraries may include any number or types of libraries as long as one of the member libraries participating in the project has experience in providing medical and health information resources or disaster/emergency information resources.

AND projects **must** include at least one non-library organization that has disaster-related responsibilities, defined as:

> An organization or consortium of organizations that plays a defined role in all-hazards preparedness, response and recovery, plays a role in implementing FEMA-defined Emergency Support Functions (ESF) 6 or 8, and works primarily with human (not animal) populations. These public or private organizations should include licensed or trained, paid or volunteer, permanent or as-needed workers who play key disaster functions in their institutions or communities and would benefit from access to disaster health information resources. Examples of these workers are listed in the section below on target audience. Preference will be given to organizations with significant disaster-related responsibilities in their communities, or organizations that reach a wide audience. Examples of such organizations include health departments, public safety departments, emergency management departments, pre-hospital and emergency medical services or other local, municipal, or state agencies with disaster health responsibilities, hospitals, faith-based and voluntary organizations active in disasters, fire and rescue services and others. Emergency Support Function-6 includes responsibilities for mass care, emergency assistance, disaster housing and human services.

Emergency Support Function-8 addresses public health, medical, and mental health services as well as mass fatality management.

TARGET AUDIENCES

The target audiences for outreach projects include licensed or trained, paid or volunteer, permanent or as-needed workers who play a defined role in all-hazards preparedness, response and recovery, play a role in implementing Emergency Support Functions (ESF) 6 or 8, and work primarily with human populations.

Examples of such workers include, but are not limited to:

Licensed/credentialed health professionals (paid or volunteer) as listed for ESAR-VHP:

- Advanced practice nurses (nurse practitioners, nurse anesthetists, certified nurse midwives, clinical nurses specialists)
- Behavioral health professionals (marriage and family therapists, medical and public health social workers, mental health and substance abuse social workers, psychologists, and mental health counselors)
- Cardiovascular technologist and technicians
- Dentists
- Diagnostic medical sonographers
- Emergency medical technicians (EMTs) and paramedics
- Licensed practical nurses and licensed vocational nurses
- Medical and clinical laboratory technicians (includes phlebotomists)
- Medical and clinical laboratory technologists
- Pharmacists
- Physicians
- Physician assistants
- Radiologic technologists and technicians
- Registered nurses
- Respiratory therapists
- Veterinarians

[Source: *Who is Eligible?* Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP). http://www.phe.gov/esarvhp/pages/registration.aspx]

Additional licensed or trained disaster workforce, paid or volunteer:

- Trained community volunteers, such as American Red Cross, Community Emergency Response Teams
- Administrative and support staff for Medical Reserve Corps (MRC), Disaster Medical Assistance Teams (DMAT), and Disaster Mortuary Teams (DMORT).
- Librarians, library staff, informationists, information specialists
- Crisis digital volunteers
- Clergy

- Military and civilian humanitarian assistance workers
- Hospital and other health center administrators (clinics, rehab centers, dialysis units, long-term care facilities, etc.)
- Health educators
- Toxicologists
- Environmental health workers
- Epidemiologists
- Laboratory administrators, support staff
- Public Information Officers (as defined in Incident Command System)
- Firefighters, including hazardous materials responders
- Public health workers
- Emergency managers

Disaster Mortuary Team members:

- Medical examiner/coroners
- Forensic pathologists
- Forensic anthropologists
- Fingerprint specialists
- Forensic odontologists
- Funeral directors/embalmers
- Dental assistants
- X-ray technicians
- Mental health specialists
- DNA specialists
- Medical records technicians
- Evidence specialists

[Source: *Who makes up a DMORT team?* http://www.dmort.org/DNPages/DMORTPeople.htm]

C. AWARDS

NLM offers an Award with a minimum value of $15,000 and maximum value of $30,000. A full, detailed quotation must be submitted. The award may be for a new project or the continuation or expansion of a project previously funded by NLM or the National Network of Libraries of Medicine.

Quotations will be technically evaluated by a review panel. NLM anticipates making three to five awards, depending upon the number, proposed cost, and quality of quotations received.

D. PERIOD OF PERFORMANCE

The period of performance shall be up to twelve (12) months from the date the project begins. Awards will be made no later than September 30, 2013.

E. REPORTING REQUIREMENTS

During the course of the project, the contractor shall prepare and submit the following reports:

1. Quarterly Reports: Include a narrative description of the activities during the reporting period and the activities planned for the ensuing reporting period. As a minimum, this report shall include progress toward the major objectives of the project and any problems encountered and steps taken to resolve them.

2. Final Report: Include a narrative summary of the project's accomplishments; copies of all materials developed as part of the project; any evaluation and measurable impact upon the community targeted. The final report shall be submitted on or before the tenth day after the end of the performance period and be submitted in the format contained in Attachment No.3: Final Report.

F. EVALUATION

NLM anticipates performing an overall evaluation of the effectiveness of this procurement. All contractors are required to participate fully in this evaluation. The evaluation may take one or more of the following forms: a site visit by an NLM representative, written or verbal responses to NLM inquiries, a symposium held at NLM or other sites which will require presentations and discussions by the project directors, and others to be determined later.

G. DELIVERABLES

THE FOLLOWING SECTIONS OF DELIVERY/REPORTING SCHEDULE AND GOVERNMENT PROPERTY WILL TAKE EFFECT UPON AWARD OF THE CONTRACT

****REPORTING SCHEDULE WILL BE COMPLETED UPON AWARD OF THE CONTRACT****

1. After the performance period, the Contractor shall deliver the following items to the Contracting Officer or the duly authorized representative in accordance with the delivery schedule set forth below:

Item	Description	Reporting Period	Delivery Date
(a)	Materials developed as a result of the project		
(b)	Demonstration and copy of any software developed to improve access to disaster health information		
(d)	Final Report (with completed matrices if requested)		
(e)	NLM Evaluation		
(f)	Publicity received by the project in any media such as newspapers, local television news, newsletters, etc.		
(g)	Pictures or photographs of project activities or personnel involved in the project along with releases permitting NLM to use these pictures in reports, on the web or in other NLM materials		

2. Copies of Reports: Copies of the above items shall be delivered by to the following individuals in the quantities specified below:

Report	# of Copies	Addressee
Quarterly Reports	1	Contracting Officer's Representative (COR) Disaster Information Management Research Center National Library of Medicine 6707 Democracy Blvd., Suite 510 Bethesda, Maryland 20892-5467
Final Report	1	Contracting Officer's Representative (COR) Disaster Information Management Research Center National Library of Medicine 6707 Democracy Blvd., Suite 510 Bethesda, Maryland 20892-5467
Final Report	1	Robin Hope

Contracting Officer
Office of Acquisitions (OA)
National Library of Medicine (NLM)
6707 Democracy Blvd., Suite 105
Bethesda, Maryland 20892-5488

H. GOVERNMENT PROPERTY

1. After the Contract is awarded, the Contractor shall furnish to the Contracting Officer or his/her representative, price quotations from three (3) vendors for any equipment to be purchased as a part of the Contract. Equipment for purposes of this Contract includes computers, laptops, electronic tablets, printers, smartphones, and other electronic devices. The Contractor shall also furnish any justifications to document why a particular brand of equipment was selected. Upon receipt of the three (3) price quotations the Contracting Officer shall submit to the Contractor his/her approval of the equipment purchase in writing. The Government will not approve advance purchase of equipment.

2. Contractor-Acquired Government Property

   a. FOR EDUCATIONAL OR NON-PROFIT INSTITUTIONS.

   Pursuant to the FAR Clause 52.245-2, GOVERNMENT PROPERTY with Alternate II (Jul. 1985), incorporated in this Contract, The contractor is hereby authorized to acquire the property for use in direct performance of the Contract, upon receipt of the Contracting Officer's written approval, based on Contractor-furnished prices and evidence of competition. This Contract is with an educational or nonprofit institution whose primary purpose in the conduct of scientific research. Therefore, in accordance with the Clause, GOVERNMENT PROPERTY, title to equipment shall vest in the Contractor; The Government reserves the right to direct transfer of the title to the equipment to the Government or to a third party within twelve months after completion or termination of the Contract. The transfer of title to such equipment to the Government or to a third party shall not be the basis for any claim against the Government by the Contractor.

   b. FOR COMMERCIAL OR FOR PROFIT INSTITUTIONS

   Pursuant to the FAR Clause 52.245-2 GOVERNMENT PROPERTY, incorporated in this Contract as Attachment 1, the Contractor will be authorized to acquire the property for use in direct performance of the Contract, upon receipt of the Contracting Officer's written approval, based on Contractor-furnished prices and evidence of competition.

I. SECTION 508 REQUIREMENT

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires Federal agencies to purchase electronic and information technologies (EIT) that meet specific accessibility standards. (This includes development of Web sites and training materials.) This law helps to ensure that federal employees with disabilities have access to, and use of, the information and data they need to do their jobs. Furthermore, this law ensures that members of the public with disabilities have the ability to access government information and services.

There are three regulations addressing the requirements detailed in Section 508:

> The Section 508 technical and functional standards are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at http://www.access-board.gov/sec508/standards.htm.
>
> The second regulation issued to implement Section 508 is the Federal Acquisition Regulation (FAR). FAR Part 39.2 requires that agency acquisitions of Electronic and Information Technology (EIT) comply with the Access Board's standards. The entire FAR is found at Chapter 1 of the Code of Federal Register (CFR) Title 48, located at http://www.acquisition.gov. The FAR rule implementing Section 508 can be found at http://www.section508.gov/index.cfm?FuseAction=Content&ID=13.
>
> The third applicable regulation is the HHS Acquisition Regulation (HHSAR).

See **Attachment 7** for the relevant technical standards pertaining to Section 508 compliance that must be addressed for this solicitation.

ATTACHMENT No. 2
RFQ No. NIHLM2013697-KB

Disaster Health Information Outreach and Collaboration Project 2013

RFQ No. NIH2013697-KB

AWARD COVER SHEET

TITLE OF PROPOSED PROJECT:

NAME, ADDRESS, PHONE & FAX NUMBER OF SUBMITTING ORGANIZATION:

NAME/PHONE AND E-MAIL of CONTACT PERSONS:

ORGANIZATION WEBSITE ADDRESS:

DUNS NUMBER:

NAME, ADDRESS, AND PHONE NUMBER OF PARTNER ORGANIZATION(S):

PARTNER ORGANIZATION(S) WEBSITE ADDRESS:

BRIEF SUMMARY OF PROJECT (250 – 400 words):

PRIMARY PLACE OF PERFORMANCE:

Name and Title of Person Authorized to Sign Quotation:
Signature of Person Authorized to Sign Quotation:

FINAL REPORT

DISASTER HEALTH INFORMATION OUTREACH AND COLLABORATION PROJECT 2013

[NAME OF PROJECT]
[NAME OF ORGANIZATION]
[PURCHASE ORDER NUMBER]

1. Describe your organization.

2. Goals and objectives of project.

3. Key milestones and dates the objectives were accomplished.

4. Did you accomplish your goals? If not, why not? Were there unanticipated accomplishments? What do you consider to be your most significant accomplishments?

5. How did this project increase the awareness and utilization of the National Library of Medicine online disaster medicine and public health resources in the disaster and/or library workforces?

6. Services developed or expanded (e.g. collection development, online searching, reference services, web access, training, publication, etc.).

7. Novel features of the services (if any).

8. Quantity and quality of services provided.

9. How services were promoted. (Please send NLM copies of all promotional materials developed AND all publicity received such as video clips from TV news reports, articles in newspapers or newsletters, photographs, etc.).

10. Effectiveness of promotion.

11. Target populations (indicate if different for each service).

12. Partnerships/collaborations (originally proposed and others).

13. What was accomplished from partnerships and collaborations?

14. Problems and barriers encountered.

15. Define "Impact" as it relates to disaster health information access.

16. Describe examples of how you know there was an impact based on this project.

17. Lessons learned.

18. Future plans.

Information Access Categories (see Statement of Work):

Type of Activity	Check if Applicable	Comments
Needs Assessment		
Roles in Providing Disaster Health Information		
Practices and Methods in Information Sharing		
Skills Development		
Information Retrieval		
Document Access		

Type of Organization(s) Involved in Project:

Type of Organization	Check if is Lead Organization	Check if is Partner (Check all that apply)	Names of Organization(s)
Organization with disaster/emergency-related responsibilities			
Academic Health Sciences Library			
Hospital Library			
Public Library			

Other Library – please specify			
Clinic/Other Healthcare Organization			
Health Department			
Hospital			
Faith-Based			
Academic			
Other – Specify			

Target Audiences (Check all that apply):

Direct Beneficiaries	Check if a Primary Target	Check if a Secondary Target(s)
Librarians, library staff, informationists		
Trained community volunteers		
Support staff (non-medical) for disaster medical teams		
Humanitarian assistance workers		
Clergy		
Firefighters and haz-mat responders		
Emergency Managers, Planners		
Health-related Professionals:		
--All Types		
--Allied health technologists, technicians, therapists		
--Behavioral health professionals, psychologists, counselors, social workers		
--Dentists		
--Disaster mortuary team members		
--EMTs, paramedics, medical 1st responders		
--Environmental health workforce		
--Epidemiologists		
--Health educators		
--Health facility administrators		

--Health profession students		
--Medical laboratory staff		
--Nurses		
--Pharmacists		
--Physician assistants		
--Physicians		
--Public health workforce		
--Toxicologists		
--Veterinarians		

Disaster Health Information Outreach and Collaboration Project 2013

[NAME OF ORGANIZATION]
[NAME OF PROJECT]

Information Access Categories (see Statement of Work):

Type of Activity	Check if Applicable	Comments
Needs Assessment		
Roles in Providing Disaster Health Information		
Practices and Methods in Information Sharing		
Skills Development		
Information Retrieval		
Document Access		

[NAME OF ORGANIZATION]
[NAME OF PROJECT]

Type of Organization(s) Involved in Project

Type of Organization	Check if is Lead Organization	Check if is Partner (Check all that apply)	Names of Organization(s)
Organization with disaster/emergency-related responsibilities			
Academic Health Sciences Library			
Hospital Library			
Public Library			
Other Library – please specify			
Clinic/Other Healthcare Organization			
Health Department			
Hospital			
Faith-Based			
Academic			
Other – Specify			

[NAME OF ORGANIZATION]
[NAME OF PROJECT]

Target Audiences (Check all that apply)

Direct Beneficiaries	Check if a Primary Target	Check if a Secondary Target(s)
Librarians, library staff, informationists		
Trained community volunteers		
Support staff (non-medical) for disaster medical teams		
Humanitarian assistance workers		
Clergy		
Firefighters and haz-mat responders		
Emergency Managers, Planners		
Health-related Professionals:		
--All Types		
--Allied health technologists, technicians, therapists		
--Behavioral health professionals, psychologists, counselors, social workers		
--Dentists		
--Disaster mortuary team members		
--EMTs, paramedics, medical 1st responders		
--Environmental health workforce		
--Epidemiologists		
--Health educators		
--Health facility administrators		
--Health profession students		
--Medical laboratory staff		
--Nurses		
--Pharmacists		
--Physician assistants		
--Physicians		
--Public health workforce		
--Toxicologists		
--Veterinarians		

ATTACHMENT No. 5
RFQ No. NIHLM2013697-KB

Disaster Health Information Outreach and Collaboration Project 2013

COST BREAKDOWN

Organization: _____ **Date Submitted:** _____

Period Covered: _____

EXPENDITURE CATEGORY	ESTIMATED RATE	ESTIMATED HOURS	ESTIMATED COST
DIRECT LABOR			
PROFESSIONAL PERSONNEL			
SUPPORT PERSONNEL			
FRINGE BENEFITS			
EQUIPMENT			
SUPPLIES			
TRAVEL			
COMMUNICATIONS			
REPRODUCTION			
OTHER COSTS (SPECIFY)			
CONSULTANTS			
DOCUMENT DELIVERY			
TOTAL DIRECT COST			
[MODIFIED TOTAL DIRECT COST]			
OVERHEAD/IDC (____ %)			
TOTAL			

Does your organization currently have a negotiated indirect cost rate agreement with any U.S. Government agency? __Yes __ No
If Yes, please identify agency: _____

Will you require the purchase of equipment in the performance of this proposed contract? __Yes __ No

Do you now hold any contract for the same or similar work called for by this proposed solicitation with any other government agency? __ Yes __ No
If Yes, please identify contract and agency: _____

If travel is proposed, provide statement addressing the following details on destination(s); duration of trip(s); number of travelers; and cost per trip, broken down by cost elements, e.g., airfare, lodging, and meals.

If consultants are proposed, provide name(s), rate(s), and number of hours/days.

NOTE: The above categories are examples only and are not meant to be all-inclusive. Additionally, funds may not be used for the following:

- Rental expenses;
- Purchase of meals, light refreshments, or beverages, including gift cards for such items;
- Gifts, gift cards, or promotional items including, but not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, conference bags or similar items.

Disaster Health Information Outreach and Collaboration Project 2013

CHECKLIST FOR SUBMISSION

This checklist is intended to help you. It is not a requirement nor does it need to be included in the proposal.

- Cover sheet (Attachment 2) with:
  - Title of Project
  - Name and Contact Information of Submitting Organization
  - DUNS Number
  - Name and Contact Information of Partner Organization(s)
  - One paragraph abstract/summary

- Your Statement of Work
  - Goals and Objectives
  - Background Information
  - Approach and Methodology
  - Description of Organizations Participating in the Project
  - Evaluation
  - Project Schedule
  - Charts

- Resumes/CVs of proposed personnel OR position descriptions with job requirements for empty positions

- Letters of commitment from formal partners

- Letters of support from community or other relevant groups

- Past Performance, including any documents that show evidence of relevant experience such as samples of training materials developed, Web sites, promotional materials.

- Cost Breakdown/Budget/Business Proposal

- 508 Compliance - GPAT Chart

Helpful Hints
Comments from Previous Technical Review Groups

- Your statement of work should be clear, concise and reasonably comprehensive. You should assume that the reviewers do not know about you or your organization and you should tell them clearly what you propose to do and how you will do it.

- Letters of support or commitment should be individualized and not appear as form letters simply signed by the sender. Letters of commitment should state specifically what each partner will do – what their responsibilities are – what their contribution will be. Support from local community representatives and potential users is viewed favorably and letters from relevant organizations is helpful (e.g., health department, churches, clinics, service organizations)

- The reviewers do not look favorably on a proposal to develop materials very similar to existing resources. If you propose such materials as a significant part of your project, you should include substantive discussion about why this is important. Is there something unique about what you are doing? – providing access to a unique and useful local resource, developing materials for an overlooked or underserved target audience, etc. For example, there are many resources about personal and community disaster preparedness; a proposal should not include developing similar materials without clear justification.

- CONTENT – CONTENT – CONTENT: Make sure that you include a discussion of content. If you are developing materials make sure to include discussion about the content and make sure that the people doing the work are qualified. For example, if you are developing a Web site that, among other things, will include Web links you should discuss how those links will be selected (selection criteria are useful).

- Do not include <u>excessive</u> information or <u>excessive</u> supporting documentation. Include only information and documentation directly relevant to this project and proposal.

DISASTER HEALTH INFORMATION OUTREACH AND COLLABORATION PROJECT 2013

SECTION 508 COMPLIANCE

Section 508 of the Rehabilitation Act requires that Federal agencies' electronic and information technology is accessible to people with disabilities. This "Disaster Health Information Outreach and Collaboration Project 2013" must be Section 508 compliant. Specifically, the end product must be conformant with all applicable provisions, including:

1194.22 Web-based intranet and internet information and applications
1194.24 Video and multimedia products
1194.26 Desktop and portable computers
1194.31 Functional performance criteria.
1194.41 Information, documentation, and support.

These provisions can be found at
http://www.access-board.gov/sec508/standards.htm

Section 508 Program Need
Requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) are determined to be relevant for the following program need: "Disaster Health Information Outreach and Collaboration Project 2013."

Section 508 Product Requirements
Technical standards from 36 CFR part 1194 Subpart B have been determined to apply to this acquisition. Solicitation respondents must describe how their proposed Electronic and Information Technology (EIT) deliverables meet at least those technical provisions identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

Functional performance criteria from 36 CFR part 1194 Subpart C have been determined to apply to this acquisition. Solicitation respondents must describe how their proposed Electronic and Information Technology (EIT) deliverables meet at least those functional performance criteria identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

Information, documentation, and support requirements from 36 CFR part 1194 Subpart D have been determined to apply to this acquisition. Solicitation respondents must describe how the information, documentation, and support proposed for Electronic and Information Technology (EIT) deliverables meet at least the information, documentation, and support requirements

identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

Section 508 Evaluation Factors
Responses to this solicitation will only be considered for award after it has been determined that the proposal adequately addresses the requirements for Section 508. Only proposals which contain adequate information to document their responsiveness to the Section 508 requirements (e.g. a completed GPAT, VPAT or equivalent and supporting documentation) will be eligible for any additional merit consideration.

Section 508 Acceptance Criteria
The "Disaster Health Information Outreach and Collaboration Project 2013" delivered as a result of this solicitation will be accepted based in part on satisfaction of identified Section 508 requirements for accessibility. The "Disaster Health Information Outreach and Collaboration Project 2013" delivered **must include a completed GPAT**, a sample of which is included as a part of this solicitation.

Section 508 Annual Report
The contractor shall submit an annual Section 508 report. The Section 508 Report Template and Instructions for completing the report are available at: http://www.hhs.gov/od/vendors/index.html

References:
HHS Section 508 General Information and Guidance Web site:
http://www.hhs.gov/web/508/index.html
HHS ASPA Web Communications Division Web site:
http://www.hhs.gov/web/policies/index.html
HHS Section 508 Documentation Compliance Checklists
http://www.hhs.gov/web/508/checklists/index.html

BuyAccessible Government Product / Service Accessibility Template (GPAT)

The GPAT is a simple tool to assist Federal contracting and procurement officials in fulfilling the market research requirements associated with Section 508 regulations. The GPAT is intended as a form to be included with government solicitations, to be filled out by solicitation respondents as a part of their proposal to indicate how their proposed solution addresses the applicable Section 508 requirements. The GPAT is organized as a series of ten tables. The first eight tables reflect accessibility information about EIT products, corresponding to the six technical sections, the functional performance criteria, and the requirements for information, documentation, and support as defined in the Access Board Standard for Section 508. The ninth and tenth tables correspond to accessibility information about information content deliverables and labor hours, respectively.

NOTE: Section 508 provisions are determined to apply based in part on EIT requirements characterized using the BuyAccessible Wizard. Provisions based on definite EIT requirements are identified by a "yes" in the Applicable column. Provisions based on possible EIT requirements are identified by a "maybe" in the Applicable column. Provisions not identified with program requirements for this acquisition have no entry in the Applicable column. However, if your product or service deliverable has physical or functional characteristics corresponding to any of the listed EIT accessibility requirements, even those beyond identified program requirements, then the requirement applies and you should provide appropriate accessibility information.

Please fill the information below as a part of request for accessibility information of your proposed deliverable.

Product Name:

Vendor Name:

Accessibility Information URL (if any):

1194.21 Software Applications and Operating Systems

Id	*Provision Text*	*Applicable*	*How does the EIT meet this requirement?*	*Please explain*
a	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
b	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
	those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.			
c	A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
d	Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
e	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
f	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
g	Applications shall not override user selected contrast and color selections and other individual display attributes.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
h	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
i	Color coding shall not be used as the only means of conveying information,	No	Please select only one of the following	

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
	indicating an action, prompting a response, or distinguishing a visual element.		options: ☐Fully ☐Partially ☐No ☐Don't know	
j	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
k	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
l	When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

1194.22 Web-based Intranet and Internet Information and Applications

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
a	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
b	Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Yes	Please select only one of the following options: ☐Fully ☐Partially	

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
			☐No ☐Don't know	
c	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
d	Documents shall be organized so they are readable without requiring an associated style sheet.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
e	Redundant text links shall be provided for each active region of a server-side image map.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
f	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
g	Row and column headers shall be identified for data tables.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
h	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
i	Frames shall be titled with text that facilitates frame identification and navigation.	Yes	Please select only one of the following options:	

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
			☐Fully ☐Partially ☐No ☐Don't know	
j	Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
k	A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
l	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
m	When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 1194.21(a) through (l).	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
n	When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
o	A method shall be provided that permits users to skip repetitive navigation links.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
p	When a timed response is required, the user shall be alerted and given sufficient	Yes	Please select only one of the following	

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
	time to indicate more time is required.		options: ☐Fully ☐Partially ☐No ☐Don't know	

1194.23 Telecommunication Products

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
a	Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
b	Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
c	Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
d	Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
e	Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who	No	Please select only one of the following options: ☐Fully	

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
	cannot see displays.		☐Partially ☐No ☐Don't know	
f	For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
g	If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
h	Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
i	Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
j	Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
k[1]	Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No	

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
			☐Don't know	
k[2]	Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
k[3]	Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
k[4]	Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

1194.24 Video and Multimedia Products

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
a	All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
	equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.			
b	Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
c	All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
d	All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
e	Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

1194.25 Self Contained, Closed Products

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
a	Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No	

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
			☐Don't know	
b	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
c	Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
d	When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
e	When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
f	When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
g	Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
h	When a product permits a user to adjust color and contrast settings, a range of	No	Please select only one of the following	

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
	color selections capable of producing a variety of contrast levels shall be provided.		options: ☐Fully ☐Partially ☐No ☐Don't know	
i	Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
j[1]	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
j[2]	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
j[3]	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
j[4]	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	No	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

1194.26 Desktop and Portable Computers

Id	*Provision Text*	*Applicable*	*How does the EIT meet this requirement?*	*Please explain*
a	All mechanically operated controls and keys shall comply with 1194.23 (k) (1) through (4).	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
b	If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
c	When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
d	Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

1194.31 Functional Performance Criteria

Id	*Provision Text*	*Applicable*	*How does the EIT meet this requirement?*	*Please explain*
a	At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
b	At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
c	At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
d	Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
e	At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
f	At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

1194.41 Information, Documentation, and Support

Id	Provision Text	Applicable	How does the EIT meet this requirement?	Please explain
a	Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charges.	Yes	Please select only one of the following options:	

Id	*Provision Text*	*Applicable*	*How does the EIT meet this requirement?*	*Please explain*
			☐Fully ☐Partially ☐No ☐Don't know	
b	End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats, or alternate methods upon request, at no additional charge.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
c	Support services for products shall accommodate the communication needs of end-users with disabilities.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

Information Content Deliverable Accessibility Template

Please fill the information below as a part of request for accessibility information of your service deliverable.

Vendor Name:

Accessibility Information URL (if any):

NOTE: Section 508 requirements are determined to apply based in part on EIT requirements characterized using the BuyAccessible Wizard. Definite information content deliverable requirements are identified by a "yes" in the Applicable column. Possible information content deliverable requirements are identified by a "maybe" in the Applicable column.

Section 508 Service Requirements	*Applicable*	*How does the deliverable meet this requirement?*	*Please explain*
Information Content will include topics that address EIT products and EIT-related services. Section 508 must be considered as a requirement on the delivered content to assure that it includes data and/or knowledge appropriate to specific Section 508 accessibility requirements. The specific requirements that apply depend upon the specific type of EIT referred to in the information content as well as the functional performance criteria detailed in 1194.31.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
Information Content deliverable is intended to be posted on the agency's a website. Section 508 must be considered as a requirement on the delivered content to assure that it considers the specific Section 508 accessibility requirements detailed in 1194.22 as well as the functional performance criteria detailed in 1194.31.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	
Information Content deliverable is intended to be made available in a multimedia format by the agency. Section 508 must be considered as a requirement on the delivered content to assure that it considers the specific Section 508 accessibility requirements detailed in 1194.24 as well as the functional performance criteria detailed in 1194.31.	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

Labor Hours Deliverable Accessibility Template

Please fill the information below as a part of request for accessibility information of your service deliverable.

Vendor Name:

Accessibility Information URL (if any):

NOTE: Section 508 requirements are determined to apply based in part on EIT requirements characterized using the BuyAccessible Wizard. Definite labor hour characteristic requirements are identified by a "yes" in the Applicable column. Possible labor hour characteristic requirements are identified by a "maybe" in the Applicable column.

Section 508 Service Requirements	*Applicable*	*How does the deliverable meet this requirement?*	*Please explain*
The activity to be performed relates to or requires the use of EIT. Section 508 must be considered as a requirement for the EIT related labor hours activity to assure that it considers specific Section 508 accessibility requirements. The specific requirements that apply depend upon the specific type of EIT related to performing the activity as well as the functional performance criteria detailed in 1194.31	Yes	Please select only one of the following options: ☐Fully ☐Partially ☐No ☐Don't know	

Disaster Health Information Outreach and Collaboration Project 2013

Frequently Asked Questions(FAQs)

1. Are the Disaster Health Information Outreach and Collaboration Project 2013 awards grants or contracts/purchase orders?

All awards issued under this solicitation, will be purchase orders.

2. What's the difference between a grant and a contract?

A Federal grant is a financial assistance mechanism providing money, property, or both to an eligible entity to carry out an approved project or activity. A grant is usually used when there is no substantial programmatic involvement with the recipient during performance of the financially assisted activities.

A contract is an award instrument establishing a mutually binding legal relationship between the Government (buyer) and a Contractor/Vendor (seller), obligating the seller to furnish/deliver goods, supplies, or services who's functional and performance qualities are defined in the contract, and the buyer to pay for them. Contract performance is monitored closely to ensure accomplishment of the Statement of Work.

Unlike grants, payments on contracts are made when work has been completed and invoices are submitted and approved.

3. What is the difference between an RFP and an RFQ?

The RFP (Request for Proposal) is the solicitation document used in negotiated procurements to communicate Government requirements to prospective contractors and to solicit Proposals from them. A response to an RFP is called a proposal. The proposal is considered an offer from the contractor. When using an RFP, the Government will award a contract to the successful offeror(s).

The RFQ (Request for Quotation) is the solicitation document used in Simplified Acquisitions procedures to communicate the Government requirements to prospective vendors/contractors (FAR 13.307) and to solicit quotes from them. A response to a request for quotations is called a quote or quotation. As it is merely a request for information, a quote is not considered an offer that could bind the quoter to a contract if accepted. (FAR 2.101) When an RFQ is used, the Government will issue a purchase order to the successful offeror(s). The vendor then agrees to accept or not accept the purchase order.

4. The solicitation states that the NAICS Code for this requirement is "519120" must my organization be registered under this NAICS code in order to receive an award?

All awardees **must** be registered in the System for Award Management (SAM) database and should list NAICS Code "519120 Libraries and Archives" as an applicable business area. For more information on NAICS Codes, please visit the following website: http://www.census.gov/epcd/www/naics.html.

5. The FedBizOpps synopsis states that all responsible offers may submit a quotation. What does "responsible" mean?

A "responsible" prospective contractor/vendor means a contractor that meets the standards in FAR 9.104. In accordance with the FAR, to be determined responsible, a prospective contractor must:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- Have a satisfactory record of performance, integrity and business ethics;
- Have the necessary technical equipment and facilities or the ability to obtain them; and
- Be qualified and eligible to receive an award under applicable laws and regulations.

6. Does our organization need a DUNS number?

Yes, all vendors need a DUNS number. A DUNS number may be obtained immediately, at no charge, via the Internet at http://fedgov.dnb.com/webform. Please note a DUNS number is needed to register in SAM. D&B DUNS Number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of over 100 million businesses worldwide. A DUNS number enhances the credibility of your business in the marketplace. It enables potential customers and lenders to easily identify and learn about your company.

7. Does our organization need to register in the System for Award Management (SAM.gov)?

Yes, it is federally mandated that organizations wishing to do business with the federal government under a FAR-based purchase order must be registered in SAM before being awarded the purchase order. SAM is the System for Award Management. This site, developed by the government will eventually combine eight federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. Phase one of SAM will combine CCR, ORCA, EPLS and FedReg. As a result, CCR, ORCA, EPLS and FedReg no longer exists since July 29, 2012. If you already have a DUNS number, you

can register on-line at http://www.sam.gov by clicking on "Register/Update Entity." If you need a DUNS number follow the instructions at http://fedgov.dnb.com/webform. If you experience problems with your registration, please contact the SAM Federal Service help desk at 866-606-8220. One's SAM registration in no way guarantees your business winning a contract or an increase in business.

8. Would all materials developed under this project become the property of NLM, and would they become freely accessible electronically?

Materials developed under the Disaster Health Information Outreach and Collaboration Project 2013, funded by NLM, remain the property of the vendor.

9. Does the target population have to be in the US, or can it be in a foreign country (if the resources and services are from a US provider)?

The RFQ states that the project must be conducted within the U.S. If the resources and services are solely tailored for a target population outside of the U.S., this would not fit within the scope of the solicitation. But, if the target population is within the U.S. but populations in foreign countries are beneficiaries, the project would be within scope of the solicitation.

10. How many projects will receive funding?

The NLM anticipates awarding multiple projects. Funding will depend on the quality of proposal(s) received and the amount of funding available for the Disaster Health Information Outreach and Collaboration Project 2013.

FAR Clause 52.212-5 <u>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS</u> (AUG 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
__ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: *[Contracting Officer check as appropriate.]*

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub.L.110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
__ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub.L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub.L. 109-282)(31 U.S.C. 6101 note).
__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub.L. 111-5).
__ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over $30,000).
__ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C Pub. L. 112-74, section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (11) [Removed]
__ (12) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
__ (ii) Alternate I (NOV 2011).
__ (iii) Alternate II (NOV 2011).

__ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
__ (ii) Alternate I (OCT 1995) of 52.219-7.
__ (iii) Alternate II (MAR 2004) of 52.219-7.

__ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
__ (15) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (OCT 2001) of 52.219-9.
__ (iii) Alternate II (OCT 2001) of 52.219-9.
(iv) Alternate III (JUL 2010) of 52.219-9

__ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
__ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
__ (18) 52.219-16, Liquidated Damages–Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i)}.
__ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
__ (ii) Alternate I (JUNE 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
__ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C 657f).
__ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
__ (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
__ (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
__ (26) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
__ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (APR 2012) (E.O. 13126).
__ (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
__ (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
__ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
__ (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
__ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
__ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)
__ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-

Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (37) (i) 52.233-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

__ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011).

__ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

__ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302 109-53, 109-169, 109-283, and 110-138, Pub. L. 112-41 and 112-42).

__ (ii) Alternate I (MAR 2012) of 52.225-3.

__ (iii) Alternate II (MAR 2012) of 52.225-3.

__ (iv) Alternate III (MAR 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

__ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

__ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

__ (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: *[Contracting Officer check as appropriate.]*

__ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.)

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1,5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (October 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (NOV 2007), (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
__ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

** ***(Note: Include the following only if the Head of the Agency has waived the examination of***

records by the Comptroller General. If this is not the case, DELETE Alternate I, below, before including in any contract.) **

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

*** ***(Note: If this acquisition will use funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5), the following Alternate II is required. Additionally, Alternate I of this clause may not be used when Alternate II is applicable.)*** ***

Alternate II (DECEMBER 2010) As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sept 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(I) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (JAN 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUL 2012) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2012) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

FAR Clause 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEBRUARY 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized), to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic Funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be

a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

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

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

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

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

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

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected contract line item or subline item, if applicable; and
(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence

or amount of a debt within 30 days;

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

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

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

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the

Government upon acceptance, regardless of when or where the Government takes physical possession.

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

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

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.,* Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; and 49 U.S.C 40118, Fly American; 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at https://www.acquisition.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

Alternate I (OCTOBER 2008). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i) and (l) for those in the basic clause.

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and

services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;
(B) Performed by the subcontractors; or
(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and
(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) *Payments.* (1) *Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be

varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and
(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (*e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."*]

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [*Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."*]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all

other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);
(B) The Contractor's timekeeping procedures;
(C) Contractor records that show the distribution of labor between jobs or contracts; and
(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material costs; and
(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

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

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected contract line item or subline item, if applicable; and
(D) Contractor point of contact.

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

(6) (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

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

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

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

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

(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

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

(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(8) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(9) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(10) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

Addenda to FAR 52.212-4

1. Stop Work Order, FAR Clause 52.242-15 (August 1989)

[In accordance with FAR 42.1305 (b)(1) and FAR 12.302, the clause at FAR 52.242-15, Stop Work Order is incorporated herein. This clause is not applicable to fixed-price construction or Architect & Engineering contracts.]

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from

the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

2. Year 2000 Warranty -- Commercial Supply Items (July 1997)

The Contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

Year 2000 Compliant Items

_____

_____

_____

(End of Clause)

[Note to Contractor: When the contract/order is awarded using the SF-1449 as its face page, Block 27a is checked as applicable.]

ATTACHMENT 11

ADDENDUM TO TERMS AND CONDITIONS OF PURCHASE ORDER

A. ADDENDUM

1. YEAR 2000 COMPLIANCE

Year 2000 Compliance--Service Involving the Use of Information Technology

The vendor agrees that each item of hardware, software, and firmware used under this purchase order shall be able to accurately process date data (including but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

2. TRANSPORTATION & SHIPPING TERMS

The F.O.B. point for this Purchase Order is indicated in block 11 of page 1 of the Purchase Order document. The following provides an explanation of F.O.B. points as defined in the FAR, Part 47, and are applicable to this Purchase Order.

"F.O.B." means free on board. This term is used in conjunction with a physical point to determine (a) the responsibility and basis for payment of freight charges and (b) unless otherwise agreed, the point at which title for goods passes to the buyer or consignee.

"F.O.B. Origin" means free on board at origin; i.e., the seller or consignor places the goods on the conveyance by which they are to be transported. Unless this Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the buyer or consignee (Government).

For this Purchase Order, "F.O.B. Origin" is to be interpreted as "F.O.B. Origin Freight Prepaid." **All items will be delivered to the National Library of Medicine, 8600 Rockville Pike, Building 38A Loading Dock, Bethesda, Maryland 20894.** The vendor is responsible for prepaying the freight charges and shall bill freight charges as a separate line item on the invoice.

"F.O.B. Destination" means free on board at destination; i.e., the seller or consignor delivers the goods on seller's conveyance at destination. Unless the Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the seller or consignor (Contractor).

For this Purchase Order, "F.O.B. Destination" is to be interpreted as "F.O.B. Destination, within Consignee's Premises." The vendor will prepay all freight charges and will deliver to the **National Library of Medicine, 8600 Rockville Pike, Building 38A Loading Dock, Bethesda, Maryland 20894.** The vendor may not bill for shipping charges, except as described under "Special Shipping/Handling Charges" below.

3. SPECIAL SHIPPING/HANDLING CHARGE (FOR F.O.B. DESTINATION ONLY)

Special shipping/handling charges for overnight express shipments, shipments requiring special shipping containers and shipments requiring wet/dry ice may be authorized under this Purchase Order. "F.O.B. Special" means that special shipping or handling charges are authorized as specifically detailed in an addendum to the Purchase Order. For those items, delivery will be to a specific room with the building specified at the time of order. The vendor is responsible for prepaying the special shipping/handling charges and shall bill for them as a separate line item.

4. DELIVERY OF MATERIAL/SERVICES

Delivery schedules will be negotiated by the authorized ordering official at the time the order is placed. The delivery of goods and services must be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except when special arrangements are made by the ordering official.

All shipments delivered herein shall be addressed as directed by the ordering official and marked as indicated below.

Purchase order Number:
National Library of Medicine
8600 Rockville Pike
Building 38A Loading Dock
Bethesda, Maryland 20894

5. PARTIAL DELIVERIES

Payment on partial deliveries is authorized upon receipt of a proper invoice or evidence of receipt of goods or services, whichever is later.

6. DELIVERY TICKETS

All shipments/deliveries/services under this purchase order shall be accompanied

by a delivery ticket or packing slip and shall contain the following:

a. Name of Vendor
b. Purchase Order Number
c. Date of Purchase
d. Itemized List of Supplies or Services
e. Quantity, Unit Price and Extension of Each Line Item, Less any Applicable Discounts
f. Date of Delivery or Shipment
g. Name, Building and Room Number of Person Placing Order
h. Delivery/Consignee Address

Upon delivery, the receiving activity shall sign the packing slip/delivery ticket and retain one copy. One copy may subsequently be required to support the invoice.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk or loss or damage will be on the vendor unless loss or damage results from negligence of the Government.

8. INSPECTION AND ACCEPTANCE PERIOD

The Government reserves the right to an inspection period of not more than five (5) calendar days from the date of receipt of supplies or services prior to acceptance. The receiving report, entered into the National Institutes of Health (NIH) Business System (NBS) by the appropriate official, constitutes acceptance and will be acknowledged to the payment office NIH, Office of Financial Management (OFM), no later than five (5) calendar days after receipt of supplies or services.

9. PROMPT PAYMENT DISCOUNTS

The Prompt Payment Discount period, if any, shall commence on the final date of the billing period, or on the date of the receipt of a proper invoice for all deliveries accepted during the billing period, whichever is later.

10. BILLING INSTRUCTIONS

The vendor shall submit an original invoice. Invoices may be submitted daily, weekly, or monthly at the discretion of the vendor, however, invoices shall **not** be submitted until goods have been delivered or services performed.

The Contractor/Offeror's name and Vendor Identification Number must agree with the vendor's name and Vendor Identification Number on the purchase order.

Mail all Original Invoices Directly to:

National Institutes of Health
OFM, Commercial Accounts, Room 4B-432
2115 East Jefferson St. MSC 8500
Bethesda, Maryland 20892-8500

For simplified acquisitions, the procedures for submitting invoices to the Office of Financial Management, Commercial Accounts, remain the same. However, effective June 4, 2007, payment requests under simplified acquisitions will be slightly modified. For Blanket Purchase Agreement Records of Call (which will be renamed BPA Calls), Purchase Orders, Professional Services Orders, Repair Orders, and Reprint Orders (all of which will be renamed Purchase Orders), and Contract Records of Call (which will be renamed task orders/delivery orders), the following information must be included on all invoices:

- Name and address of the Contractor/Vendor.
- Invoice date.
- Order number, and where applicable, main agreement number (e.g., BPA, contract).
- Description, quantity, unit of measure, unit price, and extended price of supplies delivered or service performed.
- Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms).
- Name and complete mailing address where payment is to be sent per ACH information on record.
- Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice.
- DUNS number or DUNS+4, as registered in CCR.
- Vendor Identification Number. **(Note: This only applies to new purchase orders, task/delivery orders, and BPAs awarded on/after June 4, 2007. The Vendor Identification Number is a 7 digit number that appears after the vendor's name on the face page of the award document in the block where the contractor's name and address appear.)**
- **Central Point of Distribution: NLM COAC (always)**
- **Payment is to be made using: a three-way match (always)**
- Any other information or documentation required by the order (e.g., evidence of shipment).

NIH contractors and vendors are also reminded that it is their responsibility, unless exempt by FAR 4.1102(a), to ensure the completeness and accuracy of the information in the Central Contractor Registration (CCR) database. Contractors and vendors that are not registered in CCR must ensure that NIH has current, accurate, and complete data to process its payment requests. The Government is not responsible for late payments that result from inaccurate or incomplete data.
If you have any questions, please contact your Contracting Officer or Contract Specialist.

Inquiries relating to payment may be directed to:

Accounts Payable Section, OFM
Telephone: (301) 496-6088

In order to facilitate the prompt payment of invoices for "Service Type Purchase Orders" e.g. Professional Services, Programming Services, it is recommended that the vendor submit a photocopy of the invoice to the Project Officer designated for the acquisition.

11. PROMPT PAYMENT

FAR 52.232-25, Prompt Payment (JUN 1997) is supplemented with the following:

a. The Prompt Payment Act, Public Law 97-177, (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this purchase order and requires payment to vendors of interest on overdue payments and improperly taken discounts.

b. Determinations of interest due will be made in accordance with the provision of the Prompt Payment Act and the above referenced clause.

12. RETURNED INVOICES

Invoices will be returned for: 1) failing to cite an order number; 2) citing an invalid order number; or 3) having other discrepancies on the invoice. A valid order number consists of a four (4) alpha characters (HHSN), a three (3) digit number (276), a four (4) fiscal year digit number, follow with a five (5) digit number and an alpha character, e.g. HHSN276201012345P or HHSN276201012345U.

Resolution and correction of the invoice will require the vendor to contact the ordering official (Person placing the order).

13. Contracting Officer's Representative

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this delivery order:

TBD

The COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluations as required; (4) performing technical inspections and acceptance required by this delivery order; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this delivery order. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor of any costs incurred during the performance of this delivery order; or (5) otherwise change any terms and conditions of this delivery order.

The Government may unilaterally change it's COR designation.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS

The offeror makes the following Representations and Certifications as part of its proposal (**check/complete all appropriate boxes or blanks on the following pages**).

_____
(Name of Offeror)

_____ _____
(Signature of Authorized Individual) (Date)

_____
(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

FAR Clause 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at ***http://orca.bpn.gov*** If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provisions.

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except—
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--
(1) Means a small business concern--
  (i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  (ii) The management and daily business operations 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 size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

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.

Women-owned business concern means a concern which 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 whose management and daily business operations are controlled by one or more women.

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 its stock is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

_____

_ *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(iii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

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

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

_____

(10)(*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program–Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*)

(i) *General.* The offeror represents that either--

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, 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); or

(B) It [ ] has, [ ] has not 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.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) 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:* _____.]

(11) *HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 have occurred since it was certified 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 (c)(11)(i) of this provision is accurate for each HUBZone small business

concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* _____*.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or
(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that 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 award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)*

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "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."
(2) Foreign End Products:
Line Item No.:_____
Country of Origin:_____
(List as necessary)
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)*

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:
Line Item No.:_____
_____
_____
(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

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

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) 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)

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) 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)

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled, "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

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

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. 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 such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] 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 Federal, state or local government 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, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

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

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) 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 any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly–

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [ ] Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.*

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).

The offeror [ ] does [ ] does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1).

The offeror [ballot] does [ballot] does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) 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 Internal Revenue Service (IRS).
(2) 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.

(3) *Taxpayer Identification Number (TIN).*
[ ] TIN: _____.
[ ] 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.

(4) *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 _____.

(5) *Common parent.*
[ ] Offeror is not owned or controlled by a common parent;
[ ] Name and TIN of common parent:
Name _____.
TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic

corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that—
(i) It is not an inverted domestic corporation; and
(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

Alternate II (April 2011). As prescribed in 12.301(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

(Note: Applicable when small disadvantaged business procurement mechanisms are authorized on a regional basis. Applicable regions by SIC Major Category are located at: http://www.arnet.gov/References/sdbadjustments.htm.)

(iii) 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.

Addendum to FAR Clause 52.212-3

FAR Clause 52.204-6 Data Universal Numbering System (DUNS) Number (April 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" 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, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company physical street address, city, state and Zip Code.
(iv) Company mailing address, city, state and Zip Code (if separate from physical).
(v) Company telephone number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)