

REQUEST FOR PROPOSALS (RFP)

**PARTNER PROGRAM FOR COPD EDUCATION
(CHRONIC OBSTRUCTIVE PULMONARY DISEASE)**

**Date Proposals are Due: Tuesday, February 22, 2011, 4:00 p.m. EST
Electronic Submissions Only**

To dawn.bergantino@porternovelli.com and michael.lilly@porternovelli.com

CONTENT OF THIS REQUEST FOR PROPOSALS

1.	BACKGROUND	Page 2
	<ul style="list-style-type: none">• The Disease• The Campaign• The Partnerships	
2.	ELIGIBILITY	Page 4
3.	PERIOD OF PERFORMANCE	Page 4
4.	SCOPE OF WORK	Page 4
5.	SUPPORT PROVIDED BY NHLBI FOR SUBCONTRACTORS	Page 8
6.	REPORTING	Page 8
7.	PROPOSAL INSTRUCTIONS	Page 9
8.	LETTERS OF INTENT	Page 11
9.	QUESTIONS ABOUT THE RFP	Page 11
10.	SELECTION CRITERIA FOR AWARD	Page 11
11.	CONTACT INFORMATION	Page 12

APPENDICES

- A. Budget Template**
- B. Federal contracting requirements**
 - **Contract Terms and Conditions Applicable to
GSA Acquisition**

1. BACKGROUND

THE DISEASE

Chronic obstructive pulmonary disease (COPD), the fourth leading cause of death in the United States, is accompanied by serious, long-term disability. COPD kills more than 120,000 Americans each year, or causes one death every four minutes. In the United States there are more than 12 million people diagnosed with COPD and an additional 12 million are likely to have COPD but have not been diagnosed yet. Emphysema and chronic bronchitis are included in COPD.

THE CAMPAIGN

Because of its prevalence, its tremendous burden to the nation in terms of effect on life expectancy, quality of life, work productivity, the direct and indirect costs of diagnosis and treatment, and the fact that it is an under-recognized disease, the National Heart, Lung and Blood Institute (NHLBI) has developed an education campaign to increase awareness, early detection and appropriate treatment of COPD. Since 2006 the *COPD Learn More Breathe Better*[®] campaign has provided factually and medically accurate education materials, a website and additional communications tools to patients and health professionals.

Campaign materials are developed with easy-to-understand information and to address the needs of the public, those at risk for COPD, as well as those living with COPD – both diagnosed and undiagnosed. In addition, the campaign strives to reach health care professionals, specifically in the primary care community, to increase early detection, proper diagnosis and appropriate treatment. The campaign has established a number of partners nationwide among patient advocacy groups, state and local public health agencies and healthcare professional societies, who have been instrumental in campaign implementation.

The priority audiences for the campaign are:

- Those at risk for COPD: men and women over age 45, especially those who smoke or have smoked, and those at risk as a result of genetic or environmental factors.
- Patients: people who have been diagnosed with COPD.
- Health care providers: particularly those providing primary care.

THE PARTNERSHIPS

Since 2007, the NHLBI has been working with COPD coalitions and task forces in several states to integrate the *COPD Learn More Breathe Better* campaign with their outreach efforts. In the past two years, community partnerships have increased to more than 40 in various stages of development. In March 2009, NHLBI held a meeting of state and community organizations active in COPD education, to encourage information sharing, enhance the capacity of these

organizations, and to gain insight and identify needs for expansion of the *COPD Learn More Breathe Better* campaign.

In response to recommendations made at the March 2009 workshop and building upon the ideas and needs expressed in it, the campaign has established the *Breathe Better Network* to increase community involvement in COPD awareness activities.

All organizations representing states, cities or communities who are engaged in COPD education and awareness through the *COPD Learn More Breathe Better* campaign are automatically members of the *Network* and may take advantage of program support, including:

- **Materials and use of the campaign logo:** *COPD Learn More Breathe Better* materials that they can co-brand with their organization's name and logo, in accordance with NHLBI guidelines.
- **Templates and models:** To produce COPD events for both public and health care provider audiences.
- **Access to *Country Conquers COPD*TM community event information and resources:** In 2009, the *COPD Learn More Breathe Better* campaign introduced its signature series of community education events, which leverages the COPD target audience's affinity for music by incorporating educational interventions into existing, music-themed local events. **For more information visit www.countryconquerscopd.org.**
- **Media outreach materials:** Materials in template form that can be tailored for local use, including use of national media experts and spokespersons, as available.
- **Notification of national campaign activity:** Notification on the campaign website, with the option of building upon national activity to create local activities.
- **Spanish language materials:** *COPD Learn More Breathe Better* materials translated into Spanish that can be co-branded with *Network* member organization's name and logo, in accordance with NHLBI guidelines.

The *Breathe Better Network* recognizes three levels of partnership, based on the member's activities¹.

Breathe Better Core Partners: Identify and convene organizations to form a consortium to conduct COPD education activity. Conduct, sustain and evaluate at least one COPD activity a year. Utilize *COPD Learn More Breathe Better* materials to educate at the community level.

¹ For more information on the *Breathe Better Network* levels of membership and partnership activities, visit: <http://www.nhlbi.nih.gov/health/public/lung/copd/our-partners/index.htm>

Breathe Better Supporting Partners: Conduct at least two COPD events per year, and/or employ ongoing methods to increase and measure awareness and response. Sustain and evaluate *COPD Learn More Breathe Better* activity.

Breathe Better Leadership Partners: Conduct at least four COPD events a year, including at least one event or outreach effort to health care providers. Sustain and evaluate *COPD Learn More Breathe Better* activity.

In an effort to build this partnership network and expand COPD education nationwide, the *COPD Learn More Breathe Better* campaign will be issuing a series of subcontracts focused on helping to achieve the following campaign goals:

- Increase awareness and substantive understanding of the symptoms of COPD (i.e., the “everyday” manifestations of the symptoms) and how they affect everyday life.
- Increase awareness of the benefits of earlier diagnosis of COPD, increase understanding that COPD is treatable, and that treatment can improve quality of daily life.
- Increase the number of people at risk for COPD who are likely to talk with their health care provider about their symptoms.

2. ELIGIBILITY

Applicants must be nonprofit organizations or state, county or municipal government agencies. When a task force, working group, consortium or coalition is involved, one organization must be the lead, with a single point of contact.

3. PERIOD OF PERFORMANCE

Friday, March 18, 2011 to Friday, February 17, 2012

4. SCOPE OF WORK

As NHLBI’s contractor for the *COPD Learn More Breathe Better* campaign, Porter Novelli Public Services will award multiple subcontracts. Proposals should address one of the following categories:^{2,3}

² Prospective subcontractors should review “Selection Criteria for Award” on page nine before determining the amount of funding for which they apply.

³ Prospective subcontractors are welcome to propose responses for one or more of the categories listed in the scope of work, however, organizations are not eligible to receive more than one subcontract.

Develop a COPD Regional Center (Award Amount up to \$90,000) – Recipients of these awards should be operating at the Breathe Better Leadership Partner level outlined on page 4⁴ and will have demonstrated experience in the ability to increase awareness about COPD. Recipients should also have demonstrated ability to mentor others in the effort to conduct COPD outreach activities in new communities without having staff present in each location.

Recipients will coordinate a series of formal COPD activities by partnering with organizations in 2-3 states within their geographical region of the country (as defined by the U.S. Department of Health and Human Services at <http://www.hhs.gov/about/regionmap.html>).

Written commitment from at least one partner in each of the states involved must be solidified at the time of proposal submission, as evidenced by a signed letter of intent. Additional partners can include, but are not limited to, local or state health departments, fellow members of the *Breathe Better Network* (for a current list of *Breathe Better Network* members please visit <http://www.nhlbi.nih.gov/health/public/lung/copd/our-partners/lmbb-partners.htm>), health systems and area employers (i.e., plants, factories, corporations, etc.).

Through leadership and expertise, regional center recipients will present valuable information to key COPD stakeholders and increase awareness of the benefits of earlier diagnosis of COPD, increase their understanding that COPD is treatable, and that treatment can improve quality of daily life. Regional centers will promote the importance of talking with health care providers about COPD symptoms. Regional centers will also facilitate outreach activities they determine to be most appropriate to their region, such as implementation and promotion of educational events for people at risk for COPD that offer patients a measureable call to action; COPD regional summits that include a broad and comprehensive sample of stakeholders as attendees; staff trainings; and virtual or in-person best-practices sharing workshops.

Awarded sites must identify a facilitator to be the point of contact for their program. The facilitator's main goal will be to work with *COPD Learn More Breathe Better* to successfully implement their own program: to participate in introductory training calls and webinars, recruit participants, share provided resources and gather feedback throughout the process via *COPD Learn More Breathe Better* assessment materials.

Requirements:

- ***Leverage Existing Campaign Materials*** - The *COPD Learn More Breathe Better* campaign has carefully developed and tested a series of materials for partner use in consumer and provider outreach. To ensure efficiency and consistency in messaging, respondents are required to outline in their proposals how they will incorporate these materials into their outreach. Visit <http://www.nhlbi.nih.gov/health/public/lung/copd/campaign-materials/index.htm> to review these materials, all of which can be downloaded free of charge and customized with partner logos.

⁴ Note that respondents do not necessarily have to be officially recognized in the Breathe Better Network as a partner, simply demonstrate in your proposal evidence that you meet the criteria outlined in the partner level descriptions.

- **Evaluation** – Respondents are asked to include plans for evaluating the impact of each activity and how each supports the *COPD Learn More Breathe Better* campaign’s objectives (as outlined on page 4 of this RFP). A documented final evaluation of the project will be required two weeks prior to the contract end date of February 17, 2012.
- **Mentoring** – A key goal of the Regional Center is to help increase the presence of sustainable, effective outreach by further establishing COPD resources nationwide. Respondents are asked to explain how their proposed activities will mentor partnering organizations in building their capacity around COPD outreach.
- **Replicability** – Respondents are asked to include plans for sharing best practices/lessons learned from your activities so that the model can be refined and replicated in other locations.

Conduct *Country Conquers COPD™* Events (Award Amount Up to \$20,000) – Recipients of these awards will be operating at a Breathe Better Supporting Partner level, outlined on page 4, or higher and will have a demonstrated ability to increase COPD awareness in their community. Respondents will conduct at least one *Country Conquers COPD* event in their state. Recipients will receive support/direction from Porter Novelli Public Services in the form of best practices learned from previous *Country Conquers COPD* events; electronic template signage (and hard copy signage whenever possible); and electronic template promotional materials. Recipients will be required to include at least one additional partnering organization in their event. Partnering organizations can include, but are not limited to, fellow members of the NHLBI *COPD Learn More Breathe Better* campaign’s *Breathe Better Network* (for a current list of *Breathe Better Network* members please visit <http://www.nhlbi.nih.gov/health/public/lung/copd/our-partners/lmbb-partners.htm>), a local or state health department, or health systems and area employers (i.e., plants, factories, corporations, etc.). We strongly recommend that organizations bidding for this level of award incorporate their *Country Conquers COPD* event into an existing event, which can accommodate a “country” theme, such as a music festival, barbecue or state/county fair, as this has proven more cost efficient and more effective in reaching large numbers of people.

Requirements:

- **Leverage Existing Campaign Materials** - The *COPD Learn More Breathe Better* campaign has carefully developed and tested a series of materials for partner use in consumer and provider outreach. To ensure efficiency and consistency in messaging, respondents are required to outline in their proposals how they will incorporate these materials into their *Country Conquers COPD* outreach. Visit <http://www.nhlbi.nih.gov/health/public/lung/copd/campaign-materials/index.htm> to review these materials, all of which can be downloaded free of charge and customized with partner logos.
 - Respondents also are asked to use the campaign’s *Country Conquers COPD*-branded event signage to ensure brand integrity. PNPS will work with awardees, providing hard copies of existing signage based on availability.

- **Media Outreach** – Respondents should outline plans for conducting outreach to local media to promote their event.
- **Evaluation** - Recipients are asked to include plans for evaluating the impact of their *Country Conquers COPD* event and how it supports the NHLBI’s *COPD Learn More Breathe Better* campaign’s objectives (as outlined on page 4 of this RFP). A documented final evaluation of the project will be required two weeks prior to the contract end date of February 17, 2012.
- **Replicability** –Please include plans for sharing best practices/lessons learned from your *Country Conquers COPD* event so that the model can be refined as these events are replicated in other locations.

Develop and Test a Cue to Action Aimed at Facilitating Patient/Physician Dialogue (Award Amount Up to \$15,000) – Recipients of these rewards will be operating at a Breathe Better Core partner level or higher and have demonstrated experience in increasing COPD awareness in their community. Respondents will outline details for developing an innovative approach that will help a person with COPD to not only recognize the symptoms of COPD that they may be experiencing, but will prompt them to act on that knowledge by visiting a doctor. Respondents will demonstrate how they will develop the tool and how they will test it to determine its usefulness.

- **Leverage Existing Campaign Materials** - The *COPD Learn More Breathe Better* campaign has carefully developed and tested a series of materials for partner use in consumer and provider outreach. To ensure efficiency and consistency in messaging, respondents are required to outline in their proposals how they will incorporate these materials into their outreach. Visit <http://www.nhlbi.nih.gov/health/public/lung/copd/campaign-materials/index.htm> to review these materials, all of which can be downloaded free of charge and customized with partner logos.
- **Evaluation** - Recipients are asked to include plans for evaluating the impact of this tool and how it supports the NHLBI *COPD Learn More Breathe Better* campaign’s objectives (as outlined on page X of this RFP). A documented final evaluation of the project will be required two weeks prior to the contract end date of Friday, February 17, 2012.
- **Replicability** – Respondents are asked to include plans for sharing best practices/lessons learned from your activities so that the model can be refined and replicated in other locations.

For projects found to be acceptable, during final negotiations, Porter Novelli Public Services may contact applicants to discuss budget allocations, revisions to the scope of work and funding level, depending on the strength and quality of the application.

See the section titled “Proposal Instructions” for further detail on how to structure your response to this Scope of Work.

5. SUPPORT PROVIDED BY NHLBI CONTRACTOR PORTER NOVELLI PUBLIC SERVICES FOR SUBCONTRACTORS

Financial

Subcontractors will receive funds to support COPD education work in their communities, to be paid in increments based on a schedule and deliverables to be mutually agreed upon at the onset of the subcontract.

Technical Assistance

The NHLBI contractor Porter Novelli Public Services will provide technical assistance to subcontractors as needed in the form of counsel on strategic planning including target audience data, communications, media relations, event planning and reporting.

Operations

Upon receiving the announcement of their award, subcontractors will receive a *COPD Learn More Breathe Better* Subcontract Handbook. The Handbook will provide schedules for conference calls, reports and activities, along with reporting formats, contact information and opportunities for sharing questions and information with other subcontractors. Monthly conference calls with all subcontractors will also support streamlined operations.

Program Support

The NHLBI has produced, and will continue to produce, print and radio PSAs, fact sheets, templates for events and local media outreach, and other materials that can be used by subcontractors. Subcontractors may download print-ready materials from the *COPD Learn More Breathe Better* website (<http://copd.nhlbi.nih.gov>) and customize them by co-branding with their own logos and contact information.

Communications

NHLBI has a secure, password-protected website accessible within the *COPD Learn More Breathe Better* campaign website that is available to subcontractors only, as a central mechanism to communicate with fellow subcontractors. The subcontractors' website will include downloadable forms and schedules for reporting; schedules and call-in numbers for conference calls; minutes of previous conference calls; summary tables of subcontract activity and a copy of the Subcontract Handbook. The NHLBI contractor Porter Novelli Public Services will also collect news and success stories from subcontractors to share, as well as important announcements to post on the site.

6. REPORTING

Bi-Monthly Activity Reports

Subcontractors will be required to submit brief bi-monthly reports. A standard form will be provided to describe:

Activity since last report

- New contacts made: organizations, with individual(s)' name(s) and title(s)
- Meetings and/or conference calls held
- Presentations or exhibits: forum, estimated number of people in attendance, information about the audience, number of *COPD Learn More Breathe Better* campaign materials distributed
- Media coverage: media outlet, content and tone of coverage, and estimated audience
- Other accomplishments and progress
- Areas of challenge, and plans to address the challenge
- Budget updates/tracking of budget spend
- How are you progressing on achieving your goals?
- Do you see any need to adjust your initial goals?
- What aspects of managing the subcontract program are most difficult?
- What aspects are most successful?
- What lessons have you learned to date that you would share with another subcontractor to facilitate a successful outcome?

In each report, those awarded subcontracts must track and provide an update on each deliverable outlined in their proposal/subcontract. Reports also must include a brief description of plans and goals for the upcoming reporting period.

Final Report

Upon completion of the project, the final report will include the following sections:

- a summary of all project activity
- audiences reached
- dollars expended and other resources used
- evaluation methods and data
- observations on project successes and lessons learned
- sustainability plans
- replication guidelines

7. PROPOSAL INSTRUCTIONS

The proposal should include the following sections, organized as follows:

Approach to the Statement of Work:

This section should include:

- ***Understanding of the challenge:*** Your interpretation of, and your insights about the program goals and objectives.

- **Strategies and Methods:** Your proposed strategies and specific methods, including but not limited to, information about the audience(s) you would target, events to be developed or utilized, organizations you would partner with, and how you would promote your activities to your audience(s). In addition, this section should, where appropriate, address how you will build sustainability into your project, so that it can be continued in the future without NHLBI funds, utilizing community resources. This section should also address how you will document the project so that it can be replicated in other communities.
- **Monitoring and Evaluation:** How you will monitor the quality and progress of your work, and how you will evaluate it.

Schedule: A timetable or schedule with enough detail to demonstrate your understanding of the tasks, covering an 11 month period from the time the subcontract will be awarded.

Organization:

This section should include:

- Proposed management structure for the project. This should include a Project Director who oversees the entire project, and who will become the signee on a subcontractor agreement with Porter Novelli Public Services.
 - Only a maximum of one day-to-day contact, and a back-up, will be accepted.
- Proposed personnel and their proposed roles.

Budget

- Identify total budget required to implement the proposed plan.
- Provide line item detail for estimated costs for specific activities.
- Identify other sources of revenue needed to fund the project and indicate whether they are funds or in-kind support. The NHLBI expects subcontractors to maintain a level of resources (including funds and in-kind support) that complements the NHLBI subcontract level of support.

A budget template is provided in the attachment.

Appendix (as brief as possible while conveying your credentials)

- Resumes of proposed staff or job descriptions of staff to be hired.
- Description of organizational capabilities, resources and facilities.
- Description of success in conducting similar programs and utilizing community resources effectively.
- Three letters of reference from leaders of organizations, media or communities.
- Letters of participation from other involved organizations.

Length of Proposal: The entire proposal section 1 “Approach to Statement of Work: Understanding of the Problem, Strategies and Methods, and Monitoring and Evaluation,” should not exceed 10 pages single-spaced in font size 12 or larger, with 1-inch margins. Diagrams, tables and graphics may use smaller type, if needed.

Schedule, Organization, Budget and Appendix sections may be whatever length the proposal team deems necessary, but brevity will be appreciated.

8. LETTERS OF INTENT

We request that applicants submit a non-binding letter of intent by 4:00 p.m. EST on Monday, February 7, 2011. The letter of intent will give us a sense of the number of proposals to expect, and allow us to plan accordingly.

Letters should be emailed to dawn.bergantino@porternovelli.com and michael.lilly@porternovelli.com.

9. QUESTIONS ABOUT THE RFP

Prospective proposers may submit questions via email to dawn.bergantino@porternovelli.com and michael.lilly@porternovelli.com. All questions must be submitted by 4:00 p.m. EST on Monday, February 7, 2011. Answers to all questions will be posted on the *COPD Learn More Breathe Better* website (<http://copd.nhlbi.nih.gov>) as an addendum to this RFP on Monday, February 14, 2011.

10. SELECTION CRITERIA FOR AWARD OF SUBCONTRACT

The following point system will be applied to determine selection of subcontractors:

Criteria	Point Value
Established presence in the community that will attract coalition partners and/or program participants; prior success conducting public education efforts at the community level and proven results; proven ability to coalesce partners around a common goal (specific to COPD); references & community support	20
Demonstrated knowledge, via the proposal, of processes that will support success (communication, project monitoring, evaluation, fiscal management, etc.)	20
Specific plan for implementing a <i>COPD Learn More Breathe Better</i> program, explaining approaches/rationale that will reach at risk audiences and/or health care professionals; inclusion of specific deliverables, milestones, timeline	30
Qualifications of key personnel and project staff	10
Proposed budget and use of funds	10
Plans for ensuring sustainability of the project in the community, and replicability in other communities	10
Total Points Value	100

11. CONTACT INFORMATION

For questions, please contact:

Dawn Bergantino

Partnerships

Porter Novelli Public Services

For NHLBI's *COPD Learn More Breathe Better*[®] Campaign

dawn.bergantino@porternovelli.com

202-973-2946

Michael Lilly

Partnerships

Porter Novelli Public Services

For NHLBI's *COPD Learn More Breathe Better*[®] Campaign

michael.lilly@porternovelli.com

312-856-8811 or 202-973-5810

APPENDIX A

**BUDGET TEMPLATE
FOR NHLBI
COPD LEARN MORE BREATHE BETTER® SUBCONTRACT PROPOSALS**

Please use this budget template to construct your project budget. You may expand this budget to add as many line items as needed.

	Total Project Cost	Funding Requested for this subcontract	Funding from other sources*	Comments, explanation
1. Direct Expenses (materials, vendors, equipment, travel, etc.)				
SUBTOTAL, Direct Expenses				
2. Staffing and Personnel (labor)				
Person, title				
Cost (hourly rate x hours) **				
Person #2				
Person #3				
SUBTOTAL, Staff/Personnel				
TOTAL PROJECT				

*Sources may include in-kind or financial donations from your organization, other organization. This information is not required, but will help us to understand your overall resources to implement the proposed project.

** Hourly rates should be fully loaded to include fringe benefits, overhead, and administrative fee.

APPENDIX B

FEDERAL GOVERNMENT CONTRACTING REQUIREMENTS

CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) *Provisions.*

552.237-70 Qualifications of Offerors.

As prescribed in [537.110\(a\)](#), insert the following provision:

QUALIFICATIONS OF OFFERORS (MAY 1989)

(a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

(b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.

(c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation

552.203-71 Restriction on Advertising.

As prescribed in [503.570-2](#), insert the following clause:

RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of clause)

552.211-73 Marking.

As prescribed in [511.204\(c\)\(1\)](#), insert the following clause:

MARKING (FEB 1996)

(a) *General requirements.* Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards:

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities.* Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material.* When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by contract or otherwise, and charge the Contractor therefore at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

(End of clause)

552.215-70 Examination of Records by GSA.

As prescribed in [514.201-7\(b\)](#) and [515.209-70\(a\)](#) insert the following clause:

EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(End of clause)

552.228-70 Workers' Compensation Laws.

As prescribed in [528.310\(a\)](#), insert the following clause:

WORKERS' COMPENSATION LAWS (SEP 1999)

The Act of June 25, 1936, 49 Stat. 1938 (40 U.S.C. 290) authorizes the constituted authority of the several States to apply their workers' compensation laws to all lands and premises owned or held by the United States.

(End of clause)

552.229-70 Federal, State, and Local Taxes.

As prescribed in [529.401-70](#), insert the following clause:

FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

(End of clause)

552.232-23 Assignment of Claims.

As prescribed in [532.806](#), insert the following clause:

ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

(End of clause)

552.232-73 Availability of Funds.

As prescribed in [532.705-1](#), insert the following clause:

AVAILABILITY OF FUNDS (SEP 1999)

The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the Government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the Contractor.

(End of clause)

552.237-71 Qualifications of Employees.

As prescribed in [537.110\(b\)](#), insert the following clause:

QUALIFICATIONS OF EMPLOYEES (MAY 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)

552.212-72 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items.

As prescribed in [512.301\(a\)\(3\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

552.223-70 Hazardous Substances.

As prescribed in [523.303\(a\)](#), insert the following clause:

HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Materials Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

(End of clause)

552.223-71 Nonconforming Hazardous Materials.

As prescribed in [523.303\(b\)](#), insert the following clause:

NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure:

- (1) May be interpreted as a willful failure to perform,
- (2) May result in termination of the contract for default and

(3) Shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

(End of clause)

552.223-72 Hazardous Material Information.

As prescribed in [523.370](#), insert the following provision:

HAZARDOUS MATERIAL INFORMATION (SEP 1999)

Offeror shall indicate for each national stock number (NSN) the following information:

NSN	DOT Shipping Name	DOT Hazard Class	DOT Label Required
			Yes [] No []
			Yes [] No []
			Yes [] No []

(End of provision)

552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

As prescribed in [538.273\(a\)\(1\)](#), insert the following clause:

IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (SEP 1991)

(a) *Definitions.* "Electronic office equipment accessibility" means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities (i.e., handicapped individuals) so as to promote productivity and provide access to work related and/or public information resources.

"Handicapped individuals" mean qualified individuals with impairments as cited in 29 CFR 1613.702(f) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to a handicapped individual.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for handicapped individuals. Identification should include the type of disability accommodated and how the users with that disability would be helped.

(End of clause)

552.238-72 Identification of Products that have Environmental Attributes.

As prescribed in [538.273\(a\)\(3\)](#), insert the following clause:

IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions.* As used in this clause—

“Energy-efficient product” means a product that—

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

“GSA *Advantage!*” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“Post-consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of “recovered material.” The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

“Recovered materials” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

“Remanufactured” means factory rebuilt to original specifications.

“Renewable energy” means energy produced by solar, wind, geothermal, and biomass power.

“Renewable energy technology” means—

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c)

(1) The offeror must identify products that—

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (<http://www.epa.gov/cpg/>);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and <http://www.epa.gov/cpg/>);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP’s designated top 25th percentile levels (see ENERGY STAR® at <http://www.energystar.gov/> and FEMP at <http://www.eere.energy.gov/femp/procurement/>);

(iv) Are water-efficient;

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror’s following mediums:

- (i) The offer itself.
- (ii) Printed commercial catalogs, brochures, and pricelists.
- (iii) Online product website.

(iv) Electronic data submission for GSA *Advantage!* submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA *Advantage!*.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

(End of clause)

The following Federal Acquisition Regulations (FAR) 2.101 clauses apply to this Request for Proposal and any subcontracts subsequently issued. BY SUBMITTING A PROPOSAL YOU CERTIFY THAT YOUR ORGANIZATION COMPLIES WITH THESE REGULATIONS:

52.203-7

52.212-1

52.212-3

52.212-4

52.212-5(a)

52.216-24

52.216-25

52.219-8

52.222.26

52.222-35

52.222-36

52.222-41

52.225-13

52.233-4

52.247-64

The FAR can be accessed at www.arnet.gov/far