



DES MOINES UNIVERSITY

West Des Moines Campus

Simulation Center

Ultrasound with Mobile Cart

EDA GRANT EQUIPMENT – Award #05-79-06080

RFP #11121

FOR BID
January 3, 2023

OVERVIEW AND GENERAL INFORMATION

1. Introduction Des Moines University Osteopathic Medical Center (DMU) is soliciting information from qualified contractors to provide various medical equipment supplies to be used to support the educational programs within the university Innovation building simulation center.
 - Des Moines University is seeking a contractor to furnish the equipment that is being procured through funding from an Economic Development Administration (EDA) Grant. The selected contractor shall furnish all equipment as outlined within this specification directly to the University.
 - The proposal shall include itemized responses.
 - Contractors should read all materials carefully and note the due date.

2. University Representative Contractors must direct all questions and comments in reference to this RFP to the University Representative. For this RFP, the University Representative is:

Jarren Hummel – Proposal.Submissions@dmu.edu

3. Questions: Submit all questions to the University Representative by 1/20/2023 at 5 PM CT via email with the subject line of “Question RFP *the RFP number.*”
 - a. All questions answered will be posted at <https://bidopportunities.iowa.gov/>

4. Schedule of Events

| Activity | Date |
|-----------------------------------|------------------|
| Issuance of RFP | January 3, 2023 |
| Deadline for Receipt of Questions | January 20, 2023 |
| Proposals Due | January 24, 2023 |
| *Evaluations Complete | January 31, 2023 |

**Indicates projected dates only*

5. Editable Copies of the RFP Documents Contractors may request copies of the RFP document by contacting the University Representative above.
6. Receipt and Opening of Response This RFP response is due **January 24, 2023, at 5:00 PM CT** and is required to be combined into a **single pdf file** unless specified in the submittal requirements and shall be submitted as follows:
 - By email at Proposal.Submissions@dmu.edu; Subject: Simulation Center RFP – 05-7906080 RFP #11121

7. Evaluation After determining that an offer satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the proposal to the published evaluation criteria shall be made using subjective judgment. Evaluation criteria utilized for this RFP may be based upon, but not limited to, the following:

| EVALUATION CRITERIA | Weight |
|---|--------|
| <p>REQUIRED: <i>Bidder must be an authorized reseller of the products required and must provide proof of authorization from the manufacturer(s) with the Proposal</i></p> <p>Note: The University reserves the right to consider historic information and fact, whether gained from the proposal, references, or any other source, in the evaluation process.</p> | |
| <p>Overall Experience of Company & Demonstrated Results:</p> <p>Our evaluation will include an assessment of the history of your company and the length of time the product being proposed has been on the market, evidence of past product performance, including any recalls for defective products or materials of which the product is comprised. As such, the vendor/contractor is advised to submit the following information:</p> <p style="padding-left: 40px;">Specifics regarding at least (3) institutional customers or clients requiring products and accompanying services of similar nature and scope as outlined in this proposal, including contact persons for each organization for reference purposes.</p> <p style="padding-left: 40px;">Country of product manufacture and quantity of proposed product(s) manufactured each year.</p> | 15 |
| <p>Service, Support, and Delivery:</p> <p>Our evaluation will include your ability to honor hardware warranties and replace or repair defective equipment in a timely manner, preferably within three business days. Contractors will be evaluated based on their ability to deliver products based on the identified delivery times</p> | 25 |
| <p>Budget Approach/Cost-Effectiveness:</p> <p>Effective and efficient delivery of quality services and products as demonstrated in relation to cost-effectiveness, including the cost of software updates and any and all costs associated with licensing or subscriptions.</p> <p style="padding-left: 40px;">For evaluation purposes only, the cost shall be based on the prices(s) identified in each completed proposal, with the lowest price(s) proposed receiving the maximum points and the remaining proposals being prorated accordingly.</p> | 25 |
| <p>Product Features and Requirements:</p> <p>Our evaluation will include the ability of the proposed product(s) to meet the functional requirements described within the RFP. Where applicable, the product's ease of use and compatibility with established systems and protocols will be considered.</p> | 35 |

Table of Contents

| | |
|--|-----------|
| Section I - Instructions | 6 |
| Section II – Submittal Requirements | 10 |
| Section III – Acceptance Form | 12 |
| Section IV – Exceptions..... | 13 |
| Section V – Submittal Checklist | 14 |
| | |
| Attachment A – Scope of Work/Specifications | 15 |
| Attachment B – Federal Grant Terms | 17 |
| Attachment C - Federal Contract Terms & Conditions..... | 19 |

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Section I - Instructions

1.1 Definitions

| | |
|----------------------------------|--|
| University | University or DMU is Des Moines University Osteopathic Medical Center. |
| Contractor | Contractor refers to the individual or entity that is proposing or offering to contract for goods or services in the Proposal and is identified in the Acceptance Form. |
| Contract | Contract will be a DMU issued purchase order and/or a contractual agreement that would be signed by the awarded contractor and an authorized representative of the University. |
| RFP Documents | All documents issued that pertain to this RFP. This could include original bid documents, addenda, exhibits, plans, etc. |
| Proposal | All documents submitted by the Contractor as a response to the RFP in accordance with the RFP requirements. |
| University Representative | University Representative is the individual identified on the Overview and General Information page of this RFP. |

1.2 Inquiries

- (a) Oral statements made by the University Representative or other University employees interpreting, correcting, revising, or amending the RFP documents shall not be deemed part of the RFP documents and are not binding. The University Representative shall issue any interpretations, corrections, revisions, and amendments in the form of written addenda, which will be sent to all known recipients of the RFP documents. Except for addenda modifying the proposal due date or canceling the RFP, such addenda shall be issued so as to be received at least five (5) calendar days prior to the time set for receipt of proposals. All addenda so issued shall become part of the RFP documents and shall be acknowledged in the Acceptance Form. University reserves the right to issue an addenda in a shorter time frame if in the best interest of University.

1.3 Proposal Submission

- (a) Contractor must read the RFP documents in their entirety and comply with the requirements of the RFP documents. Contractor must promptly notify the University Representative of any ambiguity, inconsistency or error that Contractor discovers in the RFP documents. University may reject proposals that fail to comply with the requirements of the RFP documents.
- (b) Contractor must identify on the Acceptance Form all parties who will be involved with performance of the Contract. By submitting the Proposal, Contractor warrants that all such parties have received a copy of the RFP documents and that the Proposal is acceptable to these parties.
- (c) Contractor must clearly state in the Exceptions Form any exceptions to or deviations from the RFP documents. Exceptions taken to the RFP documents may cause the Proposal to be rejected at the sole discretion of University. Any terms in the RFP documents to which Contractor does not take exception on the Exception Form shall be binding and any subsequent objections to those terms shall have no effect.

- (d) A representative of Contractor who is authorized to agree to the terms in the RFP documents and to offer the pricing and make the representations about Contractor's products and services in the Proposal must sign the Proposal.
- (e) Contractor is responsible for any costs incurred in the preparation and submission of the Proposal and any travel and personnel expenses associated with its on-site presentations or demonstrations or other trips related to the RFP. DMU has no responsibility for such costs or expenses even if DMU should elect not to make an award.

1.4 Withdrawal and Resubmission of Proposals

- (a) Prior to the date and time designated for receipt of proposals, Contractor may withdraw a Proposal only by submitting written notice to the University Representative. Such notice must be received by the University Representative prior to the designated date and time for receipt of proposals.
- (b) Contractor may resubmit a withdrawn Proposal up to the time designated for receipt of proposals provided that the resubmitted Proposal complies with the RFP documents.
- (c) Contractor may not withdraw its Proposal for a period of ninety (90) calendar days after the time designated for receipt of proposals unless the Proposal contains an obvious and documented error for which it would be a manifest injustice to require the Contractor to perform pursuant to such terms.

1.5 Acceptance of Proposals and Award of Contract

- (a) The RFP does not commit University to award a Contract. If University elects to award a Contract, it will do so based on the criteria set forth in the RFP documents. University is not required to purchase the lowest priced goods or inferior or substandard goods. University may make multiple awards if University determines it is in its best interest to do so.
- (b) University reserves the right to accept or reject any or all proposals.
- (c) University may request from Contractor additional documents or Proposal clarifications after the due date and time for proposal submission. University may also request Contractor to make an on-site and/or virtual presentation/demonstration. University may reject the Proposal if Contractor fails to provide the additional documents or clarifications or participate in the on-site presentation/demonstration.
- (d) University may waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any contractor. University may accept deviations from the specifications in the RFP documents if through information submitted or demonstrations University determines that the offered product or service is substantially compliant and would be in University's best interest.
- (e) University may investigate as it deems necessary the ability of Contractor to provide the expected goods or services. University may reject the Proposal if the evidence submitted by, or investigation of, Contractor fails to satisfy the University, in its sole opinion, that Contractor is properly qualified to carry out the obligations specified in the RFP documents.

1.6 Formation of Contract If University elects to award a Contract, it will take one of the following actions in order to form a Contract between University and selected contractor:

- (a) Accept a proposal, as written, by issuing a contract to selected contractor that incorporates the RFP documents by reference and accepts all of the selected contractor's proposal. The

contractual agreement which must be signed by an authorized representative of the University and the selected contractor. Contractor shall be given twenty (20) days to sign such Contract. Delays in finalizing by a contractor may be viewed as lack of interest by the contractor in servicing the Contract and would be grounds for rejecting that contractor's proposal.

- (b) Enter into negotiations with one or more contractors in an effort to reach a mutually satisfactory Contract that will be executed by both the University and contractor and that will be based on the RFP documents, the proposal submitted by selected contractor, any clarification(s) requested by the University and submitted by contractor, except as amended by mutual agreement through the associated negotiations. These negotiations will not include any changes to the pricing structure submitted in the proposal, unless the negotiations change the requirements. Should University and the selected contractor be unable to negotiate a mutually acceptable contract within thirty (30) days of the University initiating negotiations, University shall have the right to reject the selected contractor's proposal and enter into negotiations with another contractor, without penalty or any liability to University.
- (c) Because the University may use the alternative described in (a) above, Contractor shall include in its Proposal all requirements, terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the Proposal has been submitted.

1.7 Disposition and Disclosure of Proposals

- (a) Once opened, the Proposal becomes the property of University and will not be returned to the Contractor.
- (b) Until the date of an award of this RFP, the Proposal and any other related documents provided by Contractor, including but not limited to, attachments, appendices, and exhibits, shall be treated as confidential to the extent required and permitted under State of Iowa law.
- (c) If University receives a request the Proposal or other documents that Contractor has identified as confidential, University shall notify Contractor (unless legally prohibited from doing so) and Contractor shall, at its sole expense and in a timely manner, appear before an administrative or judicial authority to obtain an order restraining its release. If Contractor fails to do so, University may release the Proposal or other documents that Contractor has identified as confidential.
- (d) Failure to properly identify items as confidential on the Acceptance Form and appropriately cite the specific provisions of the Open Records Act relied upon shall relieve University from any responsibility to notify Contractor of a request for those items and from any liability should such items be released.

1.8 Conflict of Interest In order to comply with federal and state laws and regulations, a Contractor who is a "Conflict of Interest Vendor" must have approval from the University Representative prior to submitting its Proposal on this RFP. A Contractor is a "Conflict of Interest Vendor" if it is any of the following:

- (a) A paid employee (whether full-time, part-time, hourly, temporary, or student--including a graduate student on assistantship) of University
- (b) A member of the Board of Trustees
- (c) An entity in which any of the above referred persons is a partner or sole proprietor

1.9 Independent Price Determination Contractor certifies that in connection with its Proposal:

- (a) Any prices or hourly rates in the Proposal have been arrived at independently, without consultation, communication, or agreement with any competitor for the purpose of restricting competition.
- (b) Any prices or hourly rates which have been provided in this Proposal have not been knowingly disclosed by Contractor, directly or indirectly, to any competitor.
- (c) No attempt has been made by Contractor to induce any other person or entity to submit or not to submit a proposal for the purpose of restricting competition.

1.10 Bill of Material and Cut Sheets

- (a) The Contractor shall submit a comprehensive Bill of Materials
- (b) The Bill of Materials shall be submitted electronically in Microsoft Excel format, unless an alternate format is approved in writing by the Consultant and/or Owner.
- (c) The Bill of Materials submittal shall contain at a minimum the following fields for each item: Quantity, Make, Model, Description, Color/Finish (if applicable). Items that are Owner Furnished should be identified as such. Additional columns may be added for notes or other supplemental information as needed.
- (d) Product Cut Sheets: Unless otherwise agreed to in writing, the Contractor shall prepare a package of product cut sheets for review by the Owner. The package shall include the manufacturer's cut sheets

1.11 Quality Assurance

- (a) Unless otherwise stated, all equipment will be new, less than one year from the date of manufacture, and without blemish or defect.
- (b) All equipment must be purchased from a manufacturer-approved distributor or reseller. Purchase of equipment from a non-approved reseller is prohibited.
- (c) The equipment shall be the latest model or type offered which meets the applicable specifications at the time of the submittal. Discontinued items replaced by newer models or versions are prohibited from use in the project. It shall be the Contractor's responsibility to provide the Owner & Consultant with information regarding discontinued products listed in the specification. If a product listed is discontinued prior to installation, the Contractor shall submit a substitution request.

1.12 Progress Reports

- (a) Contractor shall submit a brief Progress Reports via e-mail to the owner & Consultant. The Progress Reports should be concise, utilizing bullet points or another efficient format
- (b) The reports shall be submitted by the 15th day of every month throughout the procurement, delivery, & installation period to Steve King at sking@rdgusa.com and Diane Ament at Diane.Ament@dmu.edu

- (c) Progress Reports shall list the status of the ordered equipment to include date ordered, expected ship date, and expected date of receipt

Section II – Submittal Requirements

- 2.1 Submittal Responses Complete the following questions/requirements below and return as **Supplement 1** with your RFP response. Additional space may be required but responses and information provided should be clearly labeled and concise.

Delivery

Contractor can meet the required delivery timeframe noted in Section II – Scope of Work/Specifications?

- Yes
 No

Delivery/Installation

How soon can item(s) be delivered, if a purchase order is awarded? _____

(Be specific on delivery date as this is a key evaluation factor.)

How soon can installation and training take place after delivery?

Freight Terms

Warranty

What is the warranty duration?

What does the warranty cover?

Does Company offer an extended warranty? (If yes, include annual cost.)

- Yes Cost \$ _____
 No

Sales and Support

Time/days telephone support is available _____

If on-site support is provided, hours of operation, and where support person would be dispatched from?

What would be the response time from time of call to time of dispatch to location?

Name and number of dedicated contact dispatch person?

Payment Terms

Be certain to state terms of payment. Failure to indicate Contractor terms will mean that, if Contractor submittal is accepted then Des Moines University will default to payment within 30 days of receipt of Contractor invoice.

Provide the **Export Control Classification number (ECCN)**, if any, for the instrument:

This information is required by DMU for reporting purposes enforced by the Bureau of Industry and Security.

- 2.2 **References** Include three (3) references currently engaged in a similar contract of this type, preferably related to non-profit, education or large corporate contracts of similar scale as **Supplement 2** of your proposal.
- 2.3 **Pricing** Please submit pricing as Supplement 3 of your proposal. Must be submitted in Excel format for comparison and evaluation purposes. The contractor should provide all line-item pricing for all equipment as an attachment. All pricing is to be inclusive of any applicable taxes, shipping, handling, expenses, insurance or other miscellaneous charges.

| Bid Form Des Moines University - EDA Grant | |
|---|---------------|
| | Totals |
| BASE BID – EDA GRANT EQUIPMENT | |
| Equipment and Materials | \$ |
| Submittals | \$ |
| Project Management and Coordination | \$ |
| Freight & General Administration | \$ |
| BASE BID TOTAL: | \$ |
| | |

- 2.4 **Address** Please provide the address from which your organization will be providing services for this request for proposal.

Section III – Acceptance Form

The undersigned Contractor, in response to this RFP after carefully reviewing all instructions, scope of work/specifications, and terms and conditions contained therein, submits this proposal as an offer to enter into a mutually acceptable contractual agreement with the University. If this proposal is accepted by the University, the Contractor agrees to provide goods and/or furnish services in accordance with this RFP.

The undersigned acknowledges receipt of the following Addenda if applicable, which are a part of the contract documents:

All issued Addenda must include an authorized signature and be returned with your RFP response.

The undersigned notes the following sections of this proposal represent trade secrets or proprietary information.

Note: Pricing information and other financial offers cannot be considered proprietary information.

The undersigned agrees that their proposal is an offer to the University that may not be withdrawn for a period of ninety (90) calendar days after the RFP due date.

The undersigned hereby certifies by signing below; **(a)** that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; **(b)** that the undersigned has not directly or indirectly induced or solicited any other Contractor to put in a false or sham proposal; **(c)** that the undersigned has not solicited or induced any person, firm, or corporation to refrain from bidding; and **(d)** that the undersigned has not sought by collusion or kickback to obtain any advantage over any other Contractor or over the University.

Legal Business Name: _____

Official Address: _____

Federal Employment Identification Number: _____

State of Iowa Contractors Number (if applicable): _____

Authorized Signature: _____

Printed or Typed Name: _____

Title: _____

Telephone Number: _____

Email _____ Date: _____

Section IV – Exceptions

List all exceptions to this RFP in this section. Include page number, section and reason for exception.

Note: Attach additional pages if necessary.

Check one of the following:

- Contractor has no exceptions to this RFP
- Contractor has the following exceptions to this RFP

| <u>Page Number</u> | <u>Section</u> | <u>Exception</u> |
|--------------------|----------------|------------------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |
| 8. | _____ | _____ |
| 9. | _____ | _____ |
| 10. | _____ | _____ |

Section V – Submittal Checklist

RFP responses will not be considered complete unless all items in the checklist are provided. See Section III – Submittal Requirements for more detailed information.

- Supplement 1 – Submittal Responses
- Supplement 2 - References
- Supplement 3 - Pricing
- Completed and Signed Section III - Acceptance Form
- Completed Section IV - Exceptions

Attachment A – Scope of Work

2.5 Ultrasound with Mobile Cart

- 2.5.1 Lightweight.
- 2.5.2 Compound imaging.
- 2.5.3 Speckle reduction imaging.
- 2.5.4 Auto IMT.
- 2.5.5 Automatic image optimization.
- 2.5.6 Needle visualization.
- 2.5.7 2D, 3D and 4D imagining.
- 2.5.8 4D virtual HD.
- 2.5.9 Tissue harmonics.
- 2.5.10 Color doppler.
- 2.5.11 Minimum 2 active probe ports.
- 2.5.12 Adult cardiac phased array.
- 2.5.13 Curved array- abdominal, general, soft tissue.
- 2.5.14 Linear array- vascular, venous, small parts, soft tissue.
- 2.5.15 Trackball or trackpad controls.
- 2.5.16 Battery and US power plug operated power.
- 2.5.17 Ethernet port.
- 2.5.18 Minimum 15-inch-high resolution monitor of 1024 X 768.
- 2.5.19 Video and output options of composite video, DVI, USB, VGA.
- 2.5.20 PC export formatting of AVI, BMP, JPG.
- 2.5.21 Minimum HDD drive of 300GB.
- 2.5.22 Display modes to include: B, B/M, M, 2B, 4B, 2D Steer, CFM, CPA(PD), DPD, PW, B/BC, Triplex, CW, TDI, Color M, FHI, Trapezoid Image.
- 2.5.23 ECG.
- 2.5.24 Super Needle.
- 2.5.25 Zoom and depth adjustment; 1 2 3 6 1 2 3 4 5 Digital Color Doppler Ultrasound System 20
- 2.5.26 Set the total gain, contrast, frequency band, 8 segments of STC, dynamic range, persistence; 6. 256 gray-scale image display technology, Q-image technology, stable performance, high resolution.
- 2.5.27 Image freezing and storage function; the stored images can be recalled for analysis.
- 2.5.28 Scanning direction can be changed, and the image can be reversed in left/right, up/down direction.
- 2.5.29 Distance, area, circumference, volume, fetal weight, heart rate, etc. measurements are available and automatic calculation of OB, cardiology are available. Direct display of gestation age and expected date of child delivery.
- 2.5.30 Elliptical method and tracing method are provided for area/circumference measurement. 11. Many kinds of body marks can be displayed together with corresponding probe position indications.
- 2.5.31 Comment function in image area of the screen, special comment terms for different exam mode can be added according to user's requirement.
- 2.5.32 Display of Patient ID, Time, and Date display according to real-time clock.
- 2.5.33 Trackball available for operation and measurement. Characters can be input directly by keyboard.

- 2.5.34 When one function is under operation, the corresponding key on the control panel will be brightly lit. When exiting from the function, the corresponding key on the control panel will be slightly lit.
- 2.5.35 Measure the percentage of stenosis, blood flow velocity, velocity ratio, blood flow volume and pressure gradient. Automatically measure the values of maximum velocity, minimum velocity, time interval, pulsatility index and resistance index.
- 2.5.36 Possess multi-language interface display User interface change, shear plate, printing, DICOM 3.0, biopsy guided functions.
- 2.5.37 Permanent storage for image and cine and HDD. It can also be connected to removable storage via USB 2.0 port. To realize mass storage, can recall saved image for analysis.
- 2.5.38 Cine loop storage 256 frames real time image.
- 2.5.39 Screen rotation function make you adjust screen angle according to users' requirement 0~30°.
- 2.5.40 Output standard PAL or NTSC video signal and VGA/DVI signal.
- 2.5.41 Print or export graphic report.
- 2.5.42 Ultrasound machine and probe portable cart/trolley
- 2.5.43 Minimum 1 year warranty
- 2.5.44 Installation and training if applicable
- 2.5.45 Quantity to bid = 7**

2.6 Delivery and Acceptance Specifications

- 2.6.1 Selected vendor shall provide white glove delivery service of products. Loading Dock and service elevator and access to electrical power will be available. The final destination of the product on the new campus is within 1000 feet of Shipping & Receiving. Delivery times will be scheduled with the vendor following the successful award of a contract.
- 2.6.2 Delivery shall be no sooner than April 17, 2023, and no later than May 26, 2023.
- 2.6.3 Delivery shall be to 8025 Grand Avenue West Des Moines, Iowa 50266.

Unless otherwise directed, the Contractor shall activate all manufacturer warranties in the Owner's name. The start date of the warranties shall be the date that the Owner has received all equipment per this specification and full installation has occurred if applicable

Attachment B - Des Moines University- Federal Grant Terms

The University has received a federal grant or has entered into an agreement with another entity that is the recipient of a federal grant. University is using funds from that grant to procure the goods or services in this Contract. The grant requires University to include provisions covering the following in all contracts using the grant funds. University cannot deviate from or alter these provisions. Clauses in this document may not be applicable to this Contract due to the type of goods or services to be provided, dollar thresholds, type of funding or other reasons. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. Contractor shall comply with these provisions, as applicable, and shall include them in its subcontracts. These provisions are also electronically available in [Appendix II to 2 CFR Part 200](#). Where necessary to make the context of these provisions applicable to this Contract, the terms “non-Federal entity” and “recipient” shall mean “Contractor”.

- (a) *Equal Employment Opportunity* - Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (b) *Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)* - When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (c) *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)* - Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (d) *Rights to Inventions Made Under a Contract or Agreement* - If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (e) *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended* - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (f) *Debarment and Suspension (Executive Orders 12549 and 12689)* - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (g) *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (h) *Procurement of recovered materials (2 CFR §200.322)* - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised September 2018

Attachment C – Federal Terms and Conditions

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program. Including to the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance. University is using funds from that federal contract to procure the goods or services in this Contract. The federal contract requires University to include in the Contract clauses mandated by the Federal Acquisition Regulations (FAR) and Department of Defense Supplement to the Federal Acquisition Regulations (DFAR). University cannot deviate from or alter these provisions. These provisions are also electronically available in [Appendix II to 2 CFR Part 200](#). Where necessary to make the context of these provisions applicable to this Contract, the terms “non-Federal entity” and “recipient” shall mean “Contractor”

Contractor shall review these clauses, comply with applicable clauses, and include them in its subcontracts if required by clause. The full text of these provisions are electronically available at <https://www.acquisition.gov>. Clauses in this document may not be applicable to this Contract due to the type of goods or services to be provided, dollar thresholds, type of funding or other reasons. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. If the regulations provide for alternate versions of a clause, the version in University’s contract with the federal government or with the entity that has the contract with the federal government governs. Contractor may contact University for a copy of University’s contract. It is Contractor’s obligation to contact University regarding any confusion, ambiguity, or questions Contractor may have regarding applicability of the clauses.

When interpreting the clauses, “Government” or “Contracting Officer” shall mean University or University’s Contract Administrator. “Contractor” shall mean Contractor.

| Title of Provision | FAR Clause |
|--|------------|
| Definitions | 52.202-1 |
| Restrictions on Subcontractor Sales to the Government (\$150,000) | 52.203-6 |
| Anti-Kickback Procedures (\$150,000) | 52.203-7 |
| Limitation on Payments to Influence Certain Federal Transactions (\$150,000) | 52.203-12 |
| Code of Business Ethics and Conduct (\$5.5 million) | 52.203-13 |
| Display of Hotline Poster (\$5.5 million) | 52.203-14 |
| Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 | 52.203-15 |
| Preventing Personal Conflicts of Interest (\$150,000) | 52.203-16 |
| Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (\$150,000) | 52.203-17 |
| Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | 52.203-19 |
| Security Requirements | 52.204-2 |
| Personal Identity Verification of Contractor Personnel | 52.204-9 |
| Basic Safeguarding of Covered Contractor Information Systems | 52.204-21 |
| Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab or Other Covered Entities | 52.204-23 |

| Title of Provision | FAR Clause |
|---|-------------------|
| Prohibition on Contracting for Certain Telecommunication and Video Surveillance Services or Equipment | 52.204-25 |
| Required Sources for Helium and Helium Usage | 52.208-8 |
| Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (\$35,000) | 52.209-6 |
| Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (\$750,000) | 52.214-28 |
| Audit and Records – Negotiation (\$150,000) | 52.215-2 |
| Subcontractor Certified Cost or Pricing Data (\$750,000) | 52.215-12 |
| Subcontractor Certified Cost of Pricing Data – Modifications (\$750,000) | 52.215-13 |
| Integrity of Units Prices (\$150,000) | 52.215-14 |
| Pension Adjustment and Asset Reversions (\$750,000) | 52.215-15 |
| Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions (\$750,000) | 52.215-18 |
| Notification of Ownership Changes (\$750,000) | 52.215-19 |
| Limitation on Pass-Through Charges (\$150,000) | 52.215-23 |
| Allowable Cost and Payment | 52.216-7 |
| Utilization of Small Business Concerns | 52.219-8 |
| Contract Work Hours and Safety Standards – Overtime Compensation | 52.222-4 |
| Subcontracts (Labor Standards) | 52.222-11 |
| Child Labor – Cooperation with Authorities and Remedies | 52.222-19 |
| Nondisplacement of Qualified Workers | 52.222-17 |
| Prohibition of Segregated Facilities | 52.222-21 |
| Equal Opportunity | 52.222-26 |
| Affirmative Action Compliance Requirements for Construction (\$10,000) | 52.222-27 |
| Project Labor Agreement | 52.222-34 |
| Equal Opportunity for Veterans (\$150,000) | 52.222-35 |
| Equal Opportunity for Workers with Disabilities (\$15,000) | 52.222-36 |
| Employment Reports on Veterans (\$150,000) | 52.222-37 |
| Notification of Employee Rights Under the National Labor Relations Act (\$10,000) | 52.222-40 |
| Service Contract Labor Standards | 52.222-41 |
| Combating Trafficking in Persons | 52.222-50 |
| Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements | 52.222-51 |
| Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements | 52.222-53 |
| Employment Eligibility Verification (\$3,500) | 52.222-54 |
| Minimum Wages Under Executive Order 13658 | 52.222-55 |
| Paid Sick Leave Under Executive Order 13706 | 52.222-62 |
| Notice of Radioactive Materials | 52.223-7 |
| Energy Efficiency in Energy-Consuming Products | 52.223-15 |
| Encouraging Contractor Policies to Ban Text Messaging While Driving | 52.223-18 |
| Privacy Act | 52.224-2 |
| Privacy Training | 52.224-3 |
| Buy American Supplies | 52.225-1 |

| Title of Provision | FAR Clause |
|--|-------------------|
| Duty-Free Entry | 52.225-8 |
| Restrictions on Certain Foreign Purchases | 52.225-13 |
| Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States | 52.225-19 |
| Contractors Performing Private Security Functions Outside the United States | 52.225-26 |
| Promoting Excess Food Donation to Nonprofit Organizations | 52.226-6 |
| Authorization and Consent (\$150,000) | 52.227-1 |
| Notice and Assistance Regarding Patent and Copyright Infringement (\$150,000) | 52.227-2 |
| Additional Data Requirements | 52.227-16 |
| Refund of Royalties | 52.227-9 |
| Filing of Patent Applications – Classified Subject Matter | 52.227-10 |
| Patent Rights – Ownership by the Contractor | 52.227-11 |
| Patent Rights-Ownership by the Government | 52.227-13 |
| Rights in Data – General | 52.227-14 |
| Rights in Data - Special Works | 52.227-17 |
| Rights in Data - Existing Works | 52.227-18 |
| Commercial Computer Software License | 52.227-19 |
| Rights in Data – SBIR Program | 52.227-20 |
| Workers Compensation Insurance (Defense Base Act) | 52.228-3 |
| Workers Compensation and War-Hazard Insurance Overseas | 52.228-4 |
| Insurance – Work on a Government Installation | 52.228-5 |
| Cost Accounting Standards (\$750,000) | 52.230-2 |
| Disclosure and Consistency of Cost Accounting Practices (\$750,000) | 52.230-3 |
| Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns (\$750,000) | 52.230-4 |
| Cost Accounting Standards – Educational Institution (\$750,000) | 52.230-5 |
| Administration of Cost Accounting Standards (\$750,000) | 52.230-6 |
| Providing Accelerated Payments to Small Business Subcontractors | 52.232-40 |
| Industrial Resources Developed Under Title III, Defense Production Act | 52.234-1 |
| Indemnification and Medical Liability Insurance | 52.237-7 |
| Accident Prevention | 52.236-13 |
| Subcontracts for Commercial Items | 52.244-6 |
| Government Property | 52.245-1 |
| Inspection of Supplies - Fixed Price Contracts | 52.246-2 |
| Inspection of Supplies - Cost Reimbursement | 52.246-3 |
| Inspection of Services - Fixed Price Contracts | 52.246-4 |
| Inspection of Services - Cost Reimbursement | 52.246-5 |
| Inspection – Time-and-Material and Labor-Hour | 52.246-6 |
| Inspection of Research and Development – Fixed-Price | 52.246-7 |
| Inspection of Research and Development – Cost Reimbursement | 52.246-8 |
| Inspection of Research and Development (Short Form) | 52.246-9 |
| Preference for U.S. – Flag Air Carriers | 52.247-63 |
| Preference for Privately Owned U.S. – Flag Commercial Vessels | 52.247-64 |
| Value Engineering | 52.248-1 |
| Value Engineering – Construction (\$70,000) | 52.248-3 |

The following DFAR clauses apply to the Contract if the end customer is an agency within the United States Department of Defense:

| Title of Provision | DFAR Clause |
|--|--------------------|
| Prohibition on Persons Convicted of Fraud or other Defense – Contract Related Felonies (\$150,000) | 252.203-7001 |
| Duty Free Entry | 252.225-7013 |
| Rights in Technical Data – Noncommercial Items | 252.227-7013 |
| Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation | 252.227-7014 |
| Subcontracts for Commercial Items | 252.244-7000 |
| Transportation of Supplies by Sea | 252.247-7023 |
| Notification of Transportation of Supplies by Sea | 252.247-7024 |