



West Des Moines Campus

Simulation Center

Telehealth Hospitalist Cart

EDA GRANT EQUIPMENT – Award #05-79-06080

RFP #11126

---

FOR BID  
April 25, 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](mailto:Proposal.Submissions@dmu.edu)

3. Questions: Submit all questions to the University Representative by May 11, 2023, at 5 PM CT via email with the subject line “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	April 25, 2023
Deadline for Receipt of Questions	May 11, 2023
<b>Proposals Due</b>	May 16, 2023
*Evaluations Complete	May 23, 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 **May 16, 2023, at 3:00 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](mailto:Proposal.Submissions@dmu.edu); Subject: Simulation Center RFP – 05-7906080 RFP #11126
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><b>REQUIRED: Bidder must be an authorized reseller of the products required and must provide proof of authorization from the manufacturer(s) with the Proposal</b></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><b>Overall Experience of Company &amp; Demonstrated Results:</b></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><b>Service, Support, and Delivery:</b></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><b>Budget Approach/Cost-Effectiveness:</b></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><b>Product Features and Requirements:</b></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. Results from on-site or virtual demos will also be evaluated (if requested) .</p>	35

## **Table of Contents**

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

**This page is intentionally left blank**

## Section I - Instructions

### 1.1 Definitions

<b>University</b>	University or DMU is Des Moines University Osteopathic Medical Center.
<b>Contractor</b>	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.
<b>Contract</b>	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.
<b>RFP Documents</b>	All documents issued that pertain to this RFP. This could include original bid documents, addenda, exhibits, plans, etc.
<b>Proposal</b>	All documents submitted by the Contractor as a response to the RFP in accordance with the RFP requirements.
<b>University Representative</b>	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 and/or virtual 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.

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

- 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

### 2.1 Telemedicine Hospitalist Cart Physical Exam Equipment

(Please note this equipment is for simulation purposes only. Curriculum is still in planning stages and we have no set date for implementation. Physical exam tools are required for the bid and the cart is an additional option to be bid.)

- 2.1.1 USB 2.0 or higher connected devices
- 2.1.2 Able to integrate with DMU ITS infrastructure (i.e., Zoom)
- 2.1.3 Multi-functional medical camera system with variable magnification and auto focus
- 2.1.4 Digital display of images on medical camera system and touch screen controls (optional)
- 2.1.5 Ability to take photos and videos of images
- 2.1.6 Exam camera lens, 2560 x 1920 or greater
- 2.1.7 Dermoscope camera lens
- 2.1.8 Otoscope camera lens
- 2.1.9 Ophthalmoscope/iris scope camera lens
- 2.1.10 Endoscope interface lens (optional)
- 2.1.11 Digital stethoscope able to stream USB stethoscopes and camera images and see patients' faces at the same time on a laptop via Zoom interface
- 2.1.12 Able to record, save, and send audio and images (store and forward technology)
- 2.1.13 Works with Windows Operating Systems 11 or later
- 2.1.14 Devices do not require a licensed specialty software
- 2.1.15 Devices do not require an account manager for utilization
- 2.1.16 **Quantity to Bid = 16**

### 2.2 **Add alternate optional equipment:**

- 2.2.1 Height adjustable telemedicine cart- able to hold laptop and equipment baskets
- 2.2.2 **Quantity to Bid = 16**

### 2.3 General Support Requirements

- 2.3.1 Provide Software updates for at least one year from receipt of cart
- 2.3.2 Provide one-year warranty on all equipment included in the cart
- 2.3.3 Provide a one-year service agreement including technical support
- 2.3.4 Preference given to proposals that include all the above desired specifications, the lowest price, available technical support/repair assistance.
- 2.3.5 Preference given to proposals that include educator/specialist training for the computer software
- 2.3.6 Must Receive DMU ITS approval for security and network requirements
- 2.3.7 Devices should be able to work with the following computer specifications:
  - HP EliteDesk 800 G6 Mini Desktop PC
  - Windows 11 Pro 64
  - Intel Core C i7 10700T 2 GHz 8C 35W CPU
  - 16 GB DDR4 2933 SODIMM Memory
  - 256 GB M.2 2280 PCIe NVMe Solid State Drive
  - 2x Type-A USB 2.0 IO 2

### 2.4 Delivery and Acceptance Specifications

- 2.4.1 Delivery shall be no sooner than May 29, 2023 but no later than October 1, 2023.

- 2.4.2 Delivery date is flexible. Expedited delivery is unnecessary, and any additional charges due to inventory or shipping issues should be eliminated by extending the delivery date.
- 2.4.3 Delivery shall be to 8025 Grand Avenue West Des Moines, Iowa 50266
- 2.4.4 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.

## 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

<b>Title of Provision</b>	<b>FAR Clause</b>
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

<b>Title of Provision</b>	<b>FAR Clause</b>
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:

<b>Title of Provision</b>	<b>DFAR Clause</b>
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