



**CONNECTED
NATION®**

**Connected Nation
Request for Proposal**

**Purchase of Computers
RFP No. 2010-01 Extended Deadline
January 26, 2011**

TABLE OF CONTENTS

Instructions to Offerors	4
Schedule of Events	5
1.0 Overview	6
2.0 Contract Requirements	6
2.1 Funding Out Clause.....	6
2.2 Entire Contract	6
2.3 Term of Contract	7
2.4 Single Point of Contact	7
2.5 Required Review	8
2.6 Acceptance of Standard Terms and Conditions/Vendor Contract	8
2.7 Mandatory Requirements	8
2.8 Offer in Effect for 120 Days	8
2.9 Certification of Independent Price Determination/Collusive Bidding	9
2.10 Prices	9
2.11 Cost of Preparing a Proposal.....	10
3.0 RFP Standard Information	10
3.1 Offeror Competition	10
3.2 Receipt of Proposals and Open Records	10
3.3 Classification and Evaluation of Proposals.....	11
3.4 Errors and Omissions	12
3.5 Proposal Submittal	12
3.6 CN’s Right to Investigate and Reject.....	13

4.0	General Instructions for RFP	13
4.1	Description of Specific Items Required	14
5.0	Proposal Selection Process and Criteria Selection Approach.....	15
5.1	Proposal Format	15
5.2	Proposal Evaluation.....	16
5.3	Proposal Selection	16
6.0	Product Specifications	17
6.1	General Description.....	17
6.2	CN’s Software Requirements.....	17
6.3	Vendor Responsibilities	20
6.4	Product Acceptance Criteria.....	20
7.0	Appendix A – Standard Terms and Conditions for Contracts and Grants Using ARRA Funds	
8.0	Appendix B - Requirements for Vendor Contracts	

INSTRUCTIONS TO OFFEROR

It is the responsibility of each Offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume Connected Nation (CN) or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with CN. The proposals are evaluated based solely on the information and materials provided in your response.

Submit your response on time. Note all the dates and times listed in the *Schedule of Events* on page 5 and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.

Responses. Responses may be sent via one of three methods: 1) mail, 2) e-mail, or 3) uploaded to a secure site. Please zip your response and related documents together and name the entire file as follows: CompanyName_CNComputersRFP.zip.

If sending by mail, four (4) hard copies and one (1) electronic version on CD of the complete proposal shall be submitted to:

Connected Nation
Attn: Kristen Hill
1020 College Street
Bowling Green, KY 42101

If sending by e-mail, proposal shall be submitted to:

khill@connectednation.org

If uploading to a secure website, proposals shall be submitted to:
<http://dropbox.yousendit.com/ConnectedTennessee -C4K>

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	January 26, 2011
Deadline for Receipt of Written Questions	January 31, 2011
CN Issues Written Responses to Questions	February 2, 2011
RFP Response Due Date	February 9, 2011
Notification of Award and Contract Negotiations Begin	February 16, 2011

1.0 OVERVIEW

Connected Nation and its wholly-owned subsidiaries (CN or Connected Nation) are seeking a Vendor from which to purchase computers for their Computers for Kids program. CN will choose the Vendor(s) who has satisfied all product specifications in Section 6 and who has received the highest score based on the criteria outlined in Section 5.

As a national 501(c)(3) non-profit corporation, Connected Nation, Inc. is focused solely on closing the digital divide. Connected Nation exists to help the states, communities, families, and individuals realize the great economic and social advantages that occur when broadband availability is accelerated in underserved areas and broadband use is increased in all areas – rural and urban alike.

Connected Nation’s Computers 4 Kids project aids the economically vulnerable youth in the Volunteer State by deploying laptops, academic support programs, and workforce training to two disparate, but especially at-risk, populations: those in the state’s foster care system that are “aging out” as they turn 18, and youth that are active in the state’s 76 Boys & Girls Clubs.

2.0 CONTRACT REQUIREMENTS

2.1 Funding Out Clause

Any contract awarded under this RFP is contingent on legislative appropriation authority for the receipt and use of federal funds under the American Recovery and Reinvestment Act (ARRA) of 2009. The Offeror understands and agrees that by responding to this RFP, any contract entered into by CN in conjunction with this RFP may be terminated at any time if funds are not appropriated nor otherwise made available to support performance under the contract. Connected Nation will give the Vendor written notice thirty (30) days prior to the effective date of any termination, if possible and practical. All obligations of Connected Nation to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the date notice was given of the termination. In no event shall the Vendor be paid for a loss of anticipated profit.

2.2 Entire Contract

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. The terms and conditions for contracts and grants using ARRA Funds, all terms and conditions for BTOP and SBDD grants and corresponding Notices of Funds Availability, the U.S. Department of Commerce American Recovery and Reinvestment Act Award Terms, and any terms and conditions dictated by states through which Connected Nation has a contract
2. Any contract amendments, with the latest dated amendment having the highest priority.
3. Vendor Contract based upon the federal requirements as outlined in Appendix B
4. Contract Award
5. Any Request for Proposal appendix and/or amendments to include questions and answers with the latest dated amendment having the highest priority
6. The original Request for Proposal document
7. Any Best and Final Offer
8. The Offeror's Proposal

Unless otherwise specifically stated in a contract amendment, in case of conflict between the incorporated documents, the documents shall govern in the above order of preference.

2.3 Term of Contract

The contract term is for a period of one (1) year beginning upon contract execution and ending February 1, 2012. Renewals of the contract, by mutual agreement of both parties, may be made as deemed appropriate by CN.

2.4 Single Point of Contact

From the date this Request for Proposal (RFP) is issued until a Vendor is selected and the selection is announced by the representative, Offerors are not allowed to communicate with any CN staff regarding this procurement, except at the direction of Kristen Hill, the representative in charge of the solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the Single Point of Contact is as follows:

Representative: Kristen Hill

Address: Connected Nation
1020 College Street
P.O. Box 3448
Bowling Green, KY 42102

Telephone Number: (270) 781-4320

Fax Number: (270) 781-7611

E-mail Address: khill@connectednation.org

2.5 Required Review

Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, and Standard Terms and Conditions for Contracts and Grants Using ARRA Funds (Appendix A), and any other appendices set forth in this RFP and promptly notify the representative identified above via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that preclude the Offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries. CN will make any final determination of changes to the RFP.

2.6 Acceptance of Standard Terms and Conditions

By submitting a response to this RFP, Offeror agrees to accept all Terms and Conditions in this RFP, all Appendices, and all documents incorporated by reference. Much of the language included in the Standard Terms and Conditions for Contracts and Grants Using ARRA Funds, Appendix A, and Requirements for Vendor Contracts, Appendix B, reflect requirements of state and federal law. Although some requirements in Appendix A may not be applicable to the Vendor awarded this Contract, CN reserves the right to enforce any such provision if the awarding federal agency rules that Vendors are subject to every term and condition required for receipt of ARRA funds. Requests for additions or exceptions to Appendix B, including any necessary licenses, or any added provisions must be submitted to the representative referenced above via e-mail by the Response Due Date. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Offeror's ability to respond to the RFP or fulfill the contract. CN reserves the right to address nonmaterial requests for exceptions with the highest scoring Offeror(s) during contract negotiations. Any material exceptions requested and granted to the Vendor Contract language will be addressed in a formal written addendum issued for this RFP and will apply to all Offerors submitting a response to this RFP. CN will make the final determination of changes to Appendix A or Appendix B.

2.7 Mandatory Requirements

To be eligible for consideration, an Offeror must meet the intent of all mandatory requirements of this RFP. CN will determine whether an Offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP will be deemed non-responsive.

2.8 Offer in Effect for 120 Days

A proposal may not be modified, withdrawn, or canceled by the Offeror for a 120-day period following the deadline for proposal submission as defined in the *Schedule of Events*, or receipt of best and final offer, if required, and Offeror so agrees in submitting the proposal.

2.9 Certification of Independent Price Determination/Collusive Bidding

By submission of this proposal, the Offeror certifies, that they are the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or a sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other bidder, or to secure any advantage against Connected Nation awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the Offeror has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the content thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

2.10 Prices

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Offeror represents and warrants that all prices for services, now or subsequently specified, are as low as possible and no higher than prices which the contractor has charged or intends to charge customers other than Connected Nation for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than Connected Nation for the same or similar products or services specified herein, the Offeror shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Offeror also represents and warrants that all prices set forth in the contract and all prices in addition, which the Offeror may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Offeror agrees to hold Connected Nation harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications. Offeror further acknowledges that pricing will *not* in any circumstance be considered confidential nor a trade secret consistent with the relevant provisions of Section 3 below.

2.11 Cost of Preparing a Proposal

2.11.1 Connected Nation Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by CN are entirely the responsibility of the Offeror. CN is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposal or any other costs incurred by the Offeror prior to execution of a contract.

2.11.2 All Timely Submitted Materials Become CN Property. All materials submitted in response to this RFP become the property of CN.

3.0 RFP STANDARD INFORMATION

3.1 Offeror Competition

Connected Nation encourages free and open competition among Offerors. Whenever possible, CN will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy CN's need to procure technically sound, cost-effective services and supplies.

3.2 Receipt of Proposals and Open Records

3.2.1 Open Records. All information received in response to this RFP, including copyrighted material, may be subject to open records requests and may be made available upon request with the following three exceptions: (1) bona fide trade secrets that **have been properly marked, separated, and documented**; (2) matters involving individual safety as determined by CN; and (3) other constitutional protections. In regard to any document deemed to be subject to Open Records: *Offerors should note Sections 3.2.1 and 3.2.2 are the requirements Offerors MUST follow should submitted information be deemed by the Offeror's attorney to meet confidentiality provisions. Pricing information will be considered neither confidential nor a trade secret and may be subject to disclosure. If any other material characterized as confidential by Offeror is deemed by CN to be subject to Open Records, CN will advise Offeror of such determination prior to disclosure.*

3.2.2 Representative Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 3.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.

Information separated out under this process will be available for review only by the representative, the evaluator/evaluation committee members, and limited other designees including CN legal counsel.

3.3 Classification and Evaluation of Proposals

3.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either “responsive” or “non-responsive.” Proposals may be found non-responsive at any time during the procurement process if any of the required information is not provided; the computer specifications in Section 6 are not met, the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, the Offeror will not be considered further.

3.3.2 Evaluation of Proposals. All computers must meet the product specifications in Section 6 of this RFP. If a Vendor’s proposal does not satisfy Section 6 then that proposal will be deemed non-responsive and will not be further evaluated. An evaluator/evaluation committee will then grade the responsive proposals based on criteria stated in Section 5 of this RFP. CN may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to CN.

3.3.3 Completeness of Proposals. Selection and award will be based on the Offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

3.3.4 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, CN may initiate discussions with one or more Offerors should clarification or negotiation become necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to Bowling Green, Kentucky, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

3.3.5 Best and Final Offer. The Best and Final Offer is an option available to CN under the RFP process, which permits CN to request a best and final offer from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. CN reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

3.3.6 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the representative that contains the scores, justification, and rationale for the decision. The representative will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible Offeror(s) that achieves the highest score and is, therefore, the most advantageous to CN. The representative will notify all other Offerors of CN's selection.

3.3.7 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation, the representative may issue a "Request for Documents Notice" to the highest scoring Offeror(s) to obtain the required documents/information, such as insurance documents and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract.

3.3.8 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract which will incorporate the Standard Terms and Conditions for Contracts and Grants Using ARRA Funds attached as Appendix A, the Requirement for Vendor Contracts attached as Appendix B and the response to the RFP of the highest scoring Offeror(s), will be provided to the highest scoring Offeror(s) for signature. The highest scoring Offeror(s) will be expected to accept and agree to all material requirements contained in the contract. If the highest scoring Offeror(s) does not accept all material requirements, CN may move to the next highest scoring Offeror(s), cancel the RFP, or reopen the RFP to new bidders.

3.4 Errors and Omissions

The Offeror(s) shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The Offeror(s) must promptly notify Connected Nation of any errors and/or omissions that are discovered.

3.5 Proposal Submittal

Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the RFP. Emphasis should be placed on completeness, clarity of contents and responsiveness to the RFP. Proposals should be submitted by responding to all questions as set

forth below in **5.1 Proposal Format**, which will be the basis for evaluation. Proposals shall be valid for a period of 120 days after the time set for receipt of proposals.

3.6 CN's Right to Investigate and Reject

Connected Nation may make such investigations as deemed necessary to determine the ability of the Offeror to provide the equipment requested. CN reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Offeror fails to satisfy CN that the Offeror is properly qualified to carry out the obligations of the contract. *This includes Connected Nation's ability to reject the proposal based on negative references.*

4.0 GENERAL INSTRUCTIONS FOR RFP

Inquiries. Questions pertaining to the RFP must be submitted to the CN representative in charge of this solicitation in writing by e-mail to khill@connectednation.org with "Requests for Proposals No.201001 Extended Deadline" in the subject line, or by mail to the appropriate address above on or before January 31, 2011. Each question should be phrased as a question or request for clarification and must provide a clear reference to the section, page number and item in question. CN reserves the right to reject questions as not relevant, redundant or previously answered. Questions received after this deadline may not be considered.

Connected Nation's Response. CN will provide an official written response by February 2, 2011 to all questions received by January 31, 2011. CN's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon CN. Any formal written addendum will be posted on Connected Nation's website alongside the posting of the RFP at www.connectednation.org by the close of business on the date listed.

4.1 Description of Specific Items Required

4.1.1 Product Proposal

The product proposal should describe the product in detail and should demonstrate how the product conforms to the product specifications in Section 6.0

4.1.2 Company Profile and History/Experience should demonstrate:

- a) the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- b) whether the bidder can perform the contract within the specified time frame;
- c) the quality of bidder performance on prior contracts; and
- d) such other information that may be secured and that has a bearing on the decision to award the contract;

Please provide the following information about your company/companies:

- The address of the company primary office
- The address of the office/offices responsible for doing this proposed work
- The number of years your company/companies have been in business

4.1.3 References

Provide a minimum of three project references of similar or related scope of work that has been provided to other customers of equivalent or larger size and operation within the past three (3) years and project values. The Vendor should provide the following information for each example:

- Name and title of reference contact
- Company name, address, telephone number and extension
- Size of geographic area converted/migrated
- Date work performed

4.1.4 Company Financial Information

Please provide the following financial information about your company:

- Audited financials for past three (3) years, if available. If not available, please provide company financials for past three (3) years. If privately held, provide the financial information for this portion of the business only.
- An explanation of any civil proceedings or government investigations, if applicable.
- An explanation of any litigation with a customer involving your company, if applicable.

An Offeror making the statement “Refer to our literature...” or “Please see www.....com” may be deemed non-responsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**

5.0 PROPOSAL SELECTION PROCESS AND CRITERIA SELECTION APPROACH

Responses from this RFP will be reviewed and evaluated by CN based solely on the information contained in the response. The response criteria will be assessed and the result of the review will be a selection by CN. One or more vendors may be selected. The proposal format requires that each Vendor provide CN proposals on total costs. These costs should be based upon their calculated costs to provide the equipment according to CN’s specifications.

5.1 Proposal Format

Proposals shall be indexed and labeled according to the following:

- Section 1.0 Letter of Transmittal
- Section 2.0 Product Description
- Section 3.0 Company Profile and History/Experience
- Section 4.0 References
- Section 5.0 Company Financial Information
- Section 6.0 Total Cost Proposal for full Scope of Work
- Section 7.0 Up-to-date Certificate of Good Standing from the state in which the organization is incorporated
- Section 8.0 Disclosures of any Conflicts of Interest

5.2 Proposal Evaluation

CN intends to award a contract to the Vendor, whose offer, conforming to this RFP, is the most advantageous on the basis of “best value” for all products, services and requirements contained herein. If a Vendor’s product conforms with the product specifications in Section 6, CN will evaluate the information provided by each Vendor in response to the established measurable criteria contained in the solicitation. The measureable criteria outlined below are added together to determine the Vendor’s total score. The Vendor with the highest score has the highest ranking and will receive the contract award.

Measurable Criteria:

1. Cost	60 points
2. Experience	20 points
3. References	10 points
4. Financial Stability	10 points
5. Custom Image Loaded on Laptop (Optional)	5 bonus points for laptops
6. Exceeding Product Specifications in Section 6.0	5 bonus points

Minimum experience for Vendors qualified to be considered shall include the following:

- Ongoing experience in completing similar projects over the last five (5) years

Price (60 points) – The Vendor with the lowest price receives the maximum score. The Vendor with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points. For example, assume Vendor A has the low offer at \$1,000 then that Vendor would receive 60 points ($\$1,000/\$1,000 = 1.00 \times 60 = 60$). Assume \$1,250 is the next low offer by Vendor B, then that Vendor receives 48 points ($\$1,000/\$1,250 = .80 \times 60 = 48$), etc.

5.3 Proposal Selection

CN will reserve the right, without qualification to:

1. Select any proposal as a basis for written or oral discussions with any or all of the Vendors.
2. Reject all proposals.
3. Exercise discretion and apply its judgment with respect to any proposals submitted.
4. Award supplemental contracts for work related to this Request for Proposal, or any portion thereof.
5. Award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of Connected Nation. The Offeror(s) shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

6.0 Product Specifications

6.1 General Description

Vendors will be allowed to submit proposals for any or all of the following types of computers – desktop models, netbooks and/or laptop models. Vendor may be required to send a sample of the product to CN prior to final award of the contract under this RFP.

The final unit price will be valid over the life of the contract.

6.2 CN’s Software Requirements

CN is seeking the “best-value for the lowest unit-price” that each participating vendor can provide. Basic specifications are provided below for the desktop, laptop, and netbook computers. The specifications identify the minimum configuration and vendors are encouraged to be creative and competitive by substituting greater capability for equal or lower price whenever possible.

DESKTOP SPECIFICATIONS

BASE UNIT:	Optional
PROCESSOR:	Intel Core 3, equivalent or better
OPERATING SYSTEM: (Note 1)	Windows XP or Vista
MEMORY: (Note 1)	1 – 4 GB of RAM
KEYBOARD: (Note 2)	USB keyboard
MOUSE: (Note 2)	USB 2-button mouse
MONITOR:	20” flat panel monitor
VIDEO CARD:	Integrated video
HARD DRIVE:	160 GB
FLOPPY DISK DRIVE:	No floppy drive required
DRIVE:	CD-RW/DVD or CD-RW/DVD+-RW
NIC:	Integrated 10/100 Ethernet
SOUND CARD:	Integrated audio
BUNDLED SOFTWARE:	MS Works 9.0 or newer
SERVICE:	1-year limited warranty as prescribed by vendor

ADDITIONAL FEATURES, CAPABILITIES & SERVICE/SUPPORT: (Note 3)	Value-added determined by suppliers.
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Note 1: **The minimum memory requirements for each type of operating systems (OS) are:**

- **Suppliers providing Windows XP (Home or Pro) are required to bid a minimum of 1 GB of RAM,**
- **Suppliers providing Windows Vista (or better) are required to bid a minimum of 2GB of RAM**

Note 2: **The desktop must have a minimum of 4 USB ports to support the above configuration.**

Note 3: **Provide a comprehensive list of the value-added features, capabilities and service/support that is delivered as standard with each purchase. Suppliers are encouraged to take into account the philanthropic nature of the project when determining their value-add.**

LAPTOP SPECIFICATIONS

BASE UNIT:	Optional
PROCESSOR:	Intel Core 3, equivalent or better
OPERATING SYSTEM: (Note 1)	Windows XP or Vista
MEMORY: (Note 1)	1 – 4 GB of RAM
WIRELESS FOR LAPTOPS:	802.11b card
EXPANSION PORTS:	USB 2.0
HARD DRIVE:	160 GB
FLOPPY DISK DRIVE:	No floppy drive required
DRIVE:	CD-RW/DVD or CD-RW/DVD+-RW
NIC:	Integrated 10/100 Ethernet
VIDEO CARD:	Integrated card
SOUND CARD:	Integrated audio
BUNDLED SOFTWARE:	MS Works 9.0
SERVICE:	1-year limited warranty as prescribed by vendor
ADDITIONAL FEATURES, CAPABILITIES & SERVICE/SUPPORT: (Note 2)	Value-added determined by suppliers.

Note 1: **The minimum memory requirements for each type of operating systems (OS) are:**

- **Suppliers providing Windows XP (Home or Pro) are required to bid a minimum of 1 GB of RAM,**
- **Suppliers providing Windows Vista (or better) are required to bid a minimum of 2GB of RAM**

Note 2: Provide a comprehensive list of the value-added features, capabilities and service/support that is delivered as standard with each purchase. Suppliers are encouraged to take into account the philanthropic nature of the project when determining their value-add.

NETBOOK SPECIFICATIONS

BASE UNIT:	Optional
PROCESSOR:	Intel Core 3, equivalent, or better
OPERATING SYSTEM: (Note 1)	Windows XP or Vista
MEMORY: (Note 1)	1 – 4 GB of RAM
WIRELESS FOR LAPTOPS:	802.11b card
EXPANSION PORTS:	USB 2.0
HARD DRIVE:	160 GB
NIC:	Integrated 10/100 Ethernet
VIDEO CARD:	Integrated card
SOUND CARD:	Integrated audio
BUNDLED SOFTWARE:	MS Works 9.0
SERVICE:	1-year limited warranty as prescribed by vendor
ADDITIONAL FEATURES, CAPABILITIES & SERVICE/SUPPORT: (Note 2)	Value-added determined by suppliers.

Note 1: The minimum memory requirements for each type of operating systems (OS) are:

- **Suppliers providing Windows XP (Home or Pro) are required to bid a minimum of 1 GB of RAM,**
- **Suppliers providing Windows Vista (or better) are required to bid a minimum of 2GB of RAM**

Note 2: Provide a comprehensive list of the value-added features, capabilities and service/support that is delivered as standard with each purchase. Suppliers are encouraged to take into account the philanthropic nature of the project when determining their value-add.

Due to the nature of the project, multiple deliveries to multiple site locations will take place over the term of the contract. If there is a charge for shipping and handling, the vendor shall factor that cost and capacity into the per unit price.

Site-specific quantities will also vary, with typical quantities ranging from 8 to several hundred computers at any one time. CN will notify the vendor of delivery dates, locations and exact quantities at the time of order, with enough time to assemble, test, and deliver.

6.2.1 Software Requirements

DESKTOP SPECIFICATIONS

CN requires the basic/standard package software for each of the desktop computers.

LAPTOP/NETBOOK SPECIFICATIONS

It is not a requirement that a custom image be loaded onto each of the laptop computers; however, proposals will receive 5 bonus points in the grading process.

6.3 Vendor Responsibilities

The following items list is provided as a high-level overview of the responsibilities the Vendor is expected and required to perform.

- Deliver required computer orders in a reasonable amount of time.
- Provide reasonable and standard technical support to the third party recipients of purchased computers.

6.4 Product Acceptance Criteria

After initial checking, acceptance for deliverables will be categorized by CN as follows:

"PRODUCT ACCEPTED" shall be defined as a product meeting specifications included in the Vendor Contract, with no more than minor and/or isolated nonconformities.

"PRODUCT REJECTED" shall be defined as a product that fails to meet specifications in the Vendor Contract or other mutually written agreement and major changes are needed to conform.

The correction procedures of the Vendor shall not affect the overall production schedule. Once a final acceptance is given on any product, any further corrections required shall be mutually agreed upon between CN's team and Vendor before these additional updates are completed by Vendor, unless performed by CN. In the event that one delivery has been rejected and is subject to re-work, subsequent deliveries are not eligible for delivery or acceptance until previous deliveries have been accepted.



STANDARD TERMS AND CONDITIONS FOR CONTRACTS AND GRANTS USING ARRA FUNDS

REVISED NOVEMBER 2010

PREAMBLE

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (“ARRA”) was enacted to preserve, create jobs, promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

Section 6001(l) of the Recovery Act requires the Assistant Secretary for Communications and Information to develop and maintain a comprehensive, interactive, and searchable nationwide inventory map of existing broadband service capability and availability in the United States, that depicts the geographic extent to which broadband service capability is deployed and available from a commercial or public provider throughout each State.

These terms and conditions address requirements applicable to ARRA funds. “ARRA Funds” mean funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. The Vendor should be advised that ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Vendor must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

Vendor agrees that in consideration of receipt of Federal ARRA Funds, it will comply with all of the terms, conditions, requirements and limitations set forth in this agreement, if applicable.

REVISIONS TO REQUIREMENTS

The Federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. In the event there is any inconsistency between these ARRA requirements and future award terms and conditions, the most recent ARRA requirements will take precedence.

Vendor acknowledges that this contract may be revised pursuant to ongoing guidance from the relevant federal or state agency regarding requirements for ARRA funds. As a result, Vendor agrees to abide by any such revisions upon receipt of written notification from Connected Nation of the revisions, which will automatically become a material part of this contract, without the necessity of either party executing any further instrument.

AVAILABILITY OF FUNDING

Vendor agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued once the temporary federal funds are expended.

BUY AMERICAN REQUIREMENT

Vendor agrees that in accordance with ARRA, Section 1605, neither Vendor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Vendor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

NOTICE OF LIMITED WAIVER OF SECTION 1605 (BUY AMERICAN REQUIREMENT) OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

In accordance with Section 1605 of the Recovery Act, the Secretary of Commerce has granted a limited waiver of the Recovery Act's Buy American requirements with respect to certain broadband equipment that will be used in projects funded under the BTOP. A description of this equipment is included in the notice of waiver published in the Federal Register at 74 FR 31410 (July 1, 2009).

Vendor agrees that the training and other undertakings contemplated in this Contract will be conducted with a bandwidth of at least 768k download speed, which will be supplied by the Vendor.

CONFLICTING REQUIREMENTS

Vendor agrees that, to the extent ARRA requirements conflict with state law requirements, the ARRA requirements shall control.

WAGE RATE REQUIREMENTS

Section 1606 of ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

PROHIBITION ON USE OF FUNDS

No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

WHISTLEBLOWER PROVISION

- a. An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:
 - (1) Gross mismanagement of an agency contract or grant relating to covered funds;
 - (2) A gross waste of covered funds;
 - (3) A substantial and specific danger to public health or safety related to the implementation or use of covered funds;

- (4) An abuse of authority related to the implementation or use of covered funds; or
 - (5) A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.
- b. A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.
- c. Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required by Section 1553 of ARRA. See www.recovery.gov.

FALSE CLAIMS ACT

Vendor shall promptly refer to the U.S. Office of Inspector General any credible evidence that a principal, employee, agent, vendor, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

ENVIRONMENTAL AND PRESERVATION REQUIREMENTS

The Vendor shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Vendor to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Vendor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater. The Vendor must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Vendor must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Vendor will

immediately cease construction in that area and notify the awarding federal and state agency. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

NO CONTRACTS WITH DEBARRED OR SUSPENDED ENTITIES

The Vendor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:

- (a) contracting with the Federal Government or any state government;
or
- (b) participating in any federal or any state government assistance programs.

In addition, the Vendor certifies that neither the Vendor nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

PROHIBITION ON LOBBYING

The Vendor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any Agreement; and, the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or agreement.

Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Vendor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

NONDISCRIMINATION PROVISIONS

The Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Vendor's performance under this Agreement. Accordingly, and to the extent applicable, the Vendor covenants and agrees to comply with the following:

- (a) On the basis of race, color or national origin, in Title V I of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.
- (b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.
- (c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.
- (d) On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.
- (e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.

DBE PROVISIONS

The Vendor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. In the event this is not covered by federal DBE requirements, the Vendor shall use reasonable and good faith efforts to solicit and utilize DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for those contracting, subcontracting and purchase opportunities that exist and report utilization to DGS.

NONDISCRIMINATION AND INTERCONNECTION

The Vendor shall comply with the nondiscrimination and network interconnection obligations set forth in section V.D.3.b of the NOFA and in Section 6001(j) of the Recovery Act. Vendors may be asked to provide supporting documentation upon request from the Grants Officer.

CONNECTIVITY SAC

The Vendor shall provide documentation on the confirmed participation of all provide a written description of the plan to ensure adequate bandwidth at the sites. The description should include the location of the centers, the number of existing workstations, number of weekly users, the current broadband speeds available to users expressed in bits per seconds (bps), and the proposed upgrade to the available broadband speeds in bps. The Vendor shall agree not to install

additional workstations at centers without confirmed participation in the project and where the bandwidth available to end users would not meet the definition of broadband, as set forth in the section III of the second NOFA, until the speed of connection is upgraded.

COMPLIANCE

The Vendor shall comply with all applicable laws, regulations and program guidance. A non-exclusive list of statutes, regulations and/or guidance commonly applicable to federal funds follows:

General

- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
- Copeland "Anti-Kickback Act", 18 U.S.C. Section 874; 29 CFR Part 3
- Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.

Administrative Requirements

- OMB Circular A-102, State and Local Governments (10/07/94, amended 08/28/07) (44 CFR Part 13)
- OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

Cost Principles

- OMB Circular A-87, State and Local Governments (05/10/04) (2 CFR Part 225)
- OMB Circular A-21, Educational Institutions (5/10/04) (2 CFR Part 220)
- OMB Circular A-122, Non-Profit Organizations (5/10/04) (2 CFR Part 230)

Audit Requirement

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)

REPORTING REQUIREMENTS

Not later than 1 day after the end of each calendar quarter, or more frequently as directed by Connected Nation, the Vendor shall submit a report to Connected Nation that contains:

- (a) The total amount of ARRA funds received;
- (b) The amount of ARRA funds received that were expended or obligated to projects or activities;
- (c) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - i) the name of the project or activity;
 - ii) a description of the project or activity;
 - iii) an evaluation of the completion status of the project or activity;
 - iv) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - v) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under ARRA, and name of the person to contact at the agency if there are concerns with the infrastructure investment;
- (d) Detailed information on any subcontracts awarded by the Vendor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;
- (e) If required by Connected Nation, Vendor agrees to separately identify the expenditures for each award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA

funds by Federal award number consistent with the Vendor reports required by ARRA;

- (f) If required by Connected Nation, Vendor shall submit backup documentation for expenditures of ARRA funds including such items as timecards and invoices. Vendor shall provide copies of backup documentation at the request of Connected Nation.

MANDATORY REPORTING FOR RECOVERY ACT CONTRACTORS

This Contract is funded with federal stimulus funds under the American Recovery & Reinvestment Act, which has strict reporting requirements for funds spent and jobs created or retained. All job openings created by the Contractor /Grantee for this project must be listed with the WorkSource system, an affiliate of the Employment Security Department, before hiring; all hiring decisions also must be reported to WorkSource. In addition, all Sub-Contractors/Sub-Grantees hired by the Contractor/Grantee also must be required to list jobs and report hiring results to WorkSource. Existing Contractor/Grantee or Sub-Contractor/Sub-Grantee employees who are retained using funds from this project also must be reported to WorkSource.

WorkSource will pre-screen and refer qualified job candidates for the Contractor's/Grantee's consideration. The Contractor/Grantee also has the discretion to use other, additional recruitment systems and retains the right to make all hiring decisions. To begin the listing and reporting process, contact the ARRA Business Unit at 877-453-5906 (toll-free), 360-438-4849. In addition, Recovery Act contractors are required to report at www.federalreporting.gov.

MANDATORY REGISTRATION REQUIREMENTS FOR RECOVERY ACT CONTRACTORS

If applicable, Vendor must maintain current registrations in the Center Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration system (CCR). Prime Recipients and designated Sub Recipients must be registered in CCR at <http://www.ccr.gov>.

If applicable, the Vendor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the

time of disbursement of funds, the Federal award number, CFDA number and the amount of ARRA funds.

ACCESS TO RECORDS

Vendor agrees that the U.S. Inspector General of the Department of Commerce, or any of its duly authorized representatives, the U.S. Comptroller General, or any of its duly authorized representatives, and the NTIA representatives, or any of their authorized representatives, shall have access to and the right to inspect any property or documents funded by the grant, or relating to the grant funding, of the parties to a grant, including their subsidiaries, if any, whether written, printed, recorded, produced or reproduced by any electronic, mechanical, magnetic or other process or medium, in order to make audits, inspections, site visits, excepts, transcripts, copies or other examinations. In addition, the above referenced entities and their duly authorized representatives shall have authority to interview any officer or employee of the Vendor, subcontractor or agency regarding such transactions.

RECORDS RETENTION

Vendor shall retain all such contract records intact in a form, if not original documents, as may be approved by the Federal Government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by Connected Nation.

ACCESS TO INFORMATION

This contract and any records or expenditures related thereto may be subject to disclosure under the Freedom of Information Act, 5 U.S.C. §552 and any applicable state law, with the exception of the following:

- a. Bona fide trade secrets that have been properly marked, separated, and documented;
- b. Matters involving individual safety as determined by CN; and
- c. Other constitutional protections.

FLOW DOWN REQUIREMENT

Vendor must include these ARRA Terms and Conditions in any subcontract.

EQUAL OPPORTUNITY EMPLOYER

Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, or national origin.

Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, disability, sex or national origin.

SEGREGATION OF FUNDS

Vendor agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

COPELAND "ANTI-KICKBACK" ACT

Vendors for construction or repair awarded by recipients and subrecipients shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the DoC operating unit.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Vendors for construction contracts and for other contracts that involve the employment of mechanics or laborers shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall 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 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Vendor who provide services of experimental, developmental, or research work shall adhere to the rights of the Federal Government and the recipient in any resulting invention in accordance with 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.

Requirements for Vendor Contracts

15 CFR Part 14, According to 15 CFR Part 14 which is hereby incorporated by reference, the terms and conditions contained within this Appendix must be included contracts.

All contracts, awarded by a recipient and their contractors, including small purchases, shall contain the following provisions as applicable:

1. *Equal Employment Opportunity* —All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. *Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)* —All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the DoC operating unit.
3. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)* —When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the DoC operating unit.
4. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333)*— Where applicable, all contracts awarded by recipients exceeding \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall 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 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

5. *Rights to Inventions Made Under a Contract or Agreement* —Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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.

6. *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended* —Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the DoC operating unit and the Regional Office of the Environmental Protection Agency (EPA).

7. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*— Contractors who apply or bid for an award exceeding \$100,000 shall 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 shall 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 recipient.

8. *Debarment and Suspension (E.O.s 12549 and 12689)* —No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension” as implemented by DoC regulations at 15 CFR part 26. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

In addition, pursuant to 15 CFR Part 14.48(d), All negotiated contracts (except those for less than the simplified acquisition threshold) awarded by recipients shall include a provision to the effect that the recipient, the DoC, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

