

**Coconino  
Community  
College**

**ACKNOWLEDGMENT OF RECEIPT**

Description:        **ZOLL Non-Clinical X Series Manual Monitor/Defibrillator**

Bid/Contract:       **RFB 2019-02**

Please provide the requested information below as acknowledgment that you have received our Request for Bid (RFB) referenced above. It is **strongly recommended** that interested bidders complete this acknowledgment and return via facsimile to CCCC Purchasing at (928) 226-4105 or by e-mail to Robert.sedillo@coconino.edu.

**Only firms returning completed acknowledgments as instructed above will receive addenda to this Request for Bid.**

Acknowledgement of all issued addenda will be required on the Offer Form, as part of the bid submittal. Bids submitted without this acknowledgement may be subject to rejection.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

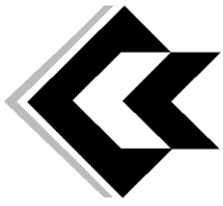
Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*E-mail this completed form to [robert.sedillo@coconino.edu](mailto:robert.sedillo@coconino.edu) or fax to: 928-226-4105.*



**Coconino  
Community  
College**

**COCONINO COUNTY COMMUNITY COLLEGE DISTRICT**

**REQUEST FOR BID  
RFB 2019-02**

**ZOLL Non-Clinical X Series Manual Monitor/Defibrillator**

**BIDS DUE BY 2:00 p.m. (MST), June 7, 2018**

## TABLE OF CONTENTS

MISSION STATEMENT .....	4
1. INTRODUCTION – COCONINO COUNTY COMMUNITY COLLEGE DISTRICT .....	4
2. PURPOSE.....	4
3. RFB SCHEDULE OF EVENTS.....	4
4. BID CONTENTS & SUBMITTAL.....	4
5. COLLEGE DISTRICT CONTACT .....	7
6. GENERAL CONTRACTUAL CONDITIONS.....	7
7. OTHER CONTRACTUAL ISSUES .....	11
8. APPENDIX A – SPECIFICATIONS & BID FORMS, PRICING .....	18
9. APPENDIX B – FEDERAL CONTRACT PROVISIONS .....	23
<i>Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (2CFR Pt. 20)</i>	

**MISSION STATEMENT:** The Coconino County Community College District's Mission is to promote student success through comprehensive learning opportunities for its community. The college provides access to educational opportunities for a diverse student population and promotes cultural, intellectual, physical and social development, and workforce training skills.

**1. INTRODUCTION - COCONINO COUNTY COMMUNITY COLLEGE DISTRICT**

A. Demographics

Coconino County Community College District (CCCCD), commonly referred to as Coconino Community College, and referred to herein as the "College District", is a comprehensive, multi-campus, public two-year college serving a population of approximately 120,000 dispersed over an area of approximately 18,600 square miles in northern Arizona. Founded in 1991, the College currently enrolls approximately 7,500 students per semester and continued growth in enrollments is projected. The College District has two campuses in Flagstaff and an instructional site in Page, and serves other outlying areas via distance learning and through the use of Interactive Television (ITV).

B. Opportunity

The College District is soliciting Bids from companies that can provide a three (3) **ZOLL Non-Clinical X Series Manual Monitor/Defibrillator** units, as specified herein (see Appendix A for complete specifications).

**2. PURPOSE**

The College District is requesting Bids and statements of qualifications from qualified companies, pursuant to A.R.S. § 41-2533/4, "Competitive Sealed Bidding/Proposals," for review and consideration to provide a **ZOLL Non-Clinical X Series Manual Monitor/Defibrillator**. The scope of services/pricing is outlined in Appendix A of this package.

**3. RFB SCHEDULE OF EVENTS**

The following is a tentative schedule of events relative to this contract. All dates are subject to change.

<u>Event</u>	<u>Date</u>
Issue RFB 2019-02	May 23, 2018
Public Bid Opening	June 7, 2018 @2:00 p.m. MST

**4. BID CONTENTS & SUBMITTAL**

To be considered a responsive bid and receive consideration, bids must include the following:

A. Statement of Qualifications

***Company History, Qualifications***

Bidders shall provide a brief (one to two pages) summary of the company's background, financial health, and qualifications.

Bidders must also include a current print-out from the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov), providing evidence that the firm has no exclusions, and thus has not been debarred or suspended by the Federal Government for receiving contract awards. 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.

***Product Warranty Details***

Provide an explanation of any distributor or manufacturer warranty coverage(s) included with your offer and how and where warranty claims should be submitted, should the need arise.

**Non-Discrimination Compliance Statement**

A statement that the firm does not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75.5, and all other applicable State and Federal Laws, Rules, Regulations and Executive Orders.

B. Bid Forms

The provided bid forms must be completed and returned with the bid submittal. The forms required are (see Appendix A):

- Bid Pricing Form
- Non-Collusion Affidavit (Must be notarized)
- Offer Form

C. Signatures

All documentation requiring signatures relative to this RFB may only be done by the bidding company's owner or other authorized representative.

D. Submittal Instructions

Interested companies shall provide in a **sealed** envelope, package or other container, two (2) copies of the completed Bid Forms and Statement of Qualifications, which shall be submitted no later than 2:00 PM, MST, Thursday, June 7, 2018, to:

Robert Sedillo, Director of Purchasing & Auxiliary Services  
Coconino County Community College District  
2800 S. Lone Tree Rd.  
Flagstaff, AZ 86005

Bid must be clearly identified with the bid/contract name (**ZOLL Non-Clinical X Series Manual Monitor/Defibrillator RFB 2019-02**), bidder's company name, contact person name, address, e-mail address, and telephone number.

Bids may be mailed, sent via shipping carrier, or hand-delivered. **No bids submitted electronically or by facsimile can be accepted. Late Bids Cannot Be Accepted!**

E. Requests for Clarification and/or Questions about the RFB

Any requests for clarification of the bid documents or questions concerning the RFB process or its contents, should be sent to Robert Sedillo, Director of Purchasing & Auxiliary Services at Robert.sedillo@coconino.edu, not later than 5:00 p.m. MST on Monday, June 4, 2018. **All inquiries will be responded to in the form of Addenda to be issued to all vendors who submit the acknowledgement form provided on Page 1 of this RFB.**

**NOTE: ALL ADDENDA ISSUED MUST BE ACKNOWLEDGED BY THE BIDDER ON THE OFFER FORM INCLUDED IN APPENDIX A.**

F. Right to Reject

The College District may, at its discretion, reject any or all Bids submitted in response to this Request for Bids. Failure to return the Bid documents as instructed could result in a non-responsive bid and be cause for rejection. All Bids must be completed legibly in ink or computer-generated (typewritten), and the contract award page must be signed and returned, along with the necessary Bid documents, by the date and time cited above.

G. Bid Preparation Costs

Costs incurred in preparation of the submittal, or incurred in any manner in response to this RFB are the responsibility of the proposer and may NOT be charged to the College District.

H. Changes to the Bid Documents

Erasures, interlineations or other modifications in the Bid shall be initialed by the person signing the vendor offer. Bid changes may not be made after the bid due date.

I. Proposer's Responsibility

It is the responsibility of all proposers to examine the entire RFB package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Bid. Negligence in preparing an offer confers no right of withdrawal after due time and date.

J. No Obligation to Award a Contract

This RFB does not constitute a commitment by the College District to award a contract. The College District reserves the right to waive any formalities and to reject any or all Bids, to seek clarification concerning bid contents, and/or to cancel the Request for Bid.

K. Method for Selection of the Successful Bidder

A contract shall be awarded to the responsible bidder who submits the lowest priced, responsive bid. A responsible bidder is one who possesses the qualifications, experience, reputation, resources, and abilities required to deliver the products and satisfy the College District's needs in all material respects, as described in this RFB. A responsive bid is one that is received by the due date, and which is complete in form and submittal, addressing all requirements of this RFB. Pricing considered for purposes of award will be the total price for all required components specified and any other costs as identified in the "PRICE FOR AWARD PURPOSES" shown on the pricing form supplied in Appendix A of this RFB. No contract award shall exist until executed in writing by both parties. After selection and award, a purchase order will be issued to the selected company.

L. Bid Security, Contract Performance and Payment Bonds – NOT REQUIRED

Pursuant to A.R.S. § 41-2574 the following bonds or security is required and become binding on the execution of the contract.

- **Bid Security:** Each Bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of ten (10%) percent of the Bid, made payable to the College District. Such Check or Bid Bond will be given as a guarantee that Bidder will enter into Contract, if awarded to him, and provide a satisfactory Performance and Payment bond of "Best A (-)" or better and shall be declared forfeited as Liquidated Damages if the successful Bidder refused to enter into the said Contract after being requested to do so by the College District. Such Check or Bid Bond will be returned to the respective unsuccessful Bidders upon award of the Contract and to the successful Bidder on execution and delivery of satisfactory one hundred (100%) percent Surety Company Performance and Payment Bonds.
- **A performance bond** that is executed and furnished, as required under Title 34, chapter 2, article 2 in the amount equal to one-hundred percent (100%) of the price specified in the contract conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. This bond is solely for the protection of College. The conditions and provisions of the performance bond regarding surety's obligations shall follow the form required under A.R.S. § 34-222, subsection G. The selected contractor failing to supply a performance bond, as required, will forfeit its right to the contract. Performance bonds are to be identified with bid number
- **A payment bond** that is executed and furnished, as required under Title 34, chapter 2, article 2, in the amount equal to one-hundred percent (100%) of the price specified in the contract for the protection of all persons supplying labor or material to the contractor or its subcontractors for the performance of the work provided for in the contract. The conditions and provisions of the performance bond regarding surety's obligations shall follow the form required under A.R.S. § 34-222, subsection F. The selected contractor failing to supply a payment bond, as required, will forfeit its right to the contract. Payment bonds are to be identified with bid number

## 5. COLLEGE DISTRICT CONTACT

Please direct all contract, Bid or technical questions to Robert Sedillo, Director of Purchasing & Auxiliary Services, by e-mail (preferred) at [robert.sedillo@coconino.edu](mailto:robert.sedillo@coconino.edu) or by phone at (928) 226-4283.

## 6. GENERAL CONTRACTUAL CONDITIONS

### A. Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

### B. Conflicts in the Contract

In the event two (2) points of the contract conflict, the College District shall have sole discretion as to which shall control.

### C. Assignment of Contract

No assignment by contractor of any funds to be received under the contract will be recognized unless such assignment has had the prior written approval of the College District, the surety has been given due notice of such assignment and such surety also has furnished written consent. In addition to the usual recitals in assignment contracts, the following language must be set forth: "It is agreed that the funds to be paid to the assignee under the assignment are subject to performance by the contractor of the contract and to claims or liens for services rendered or materials supplied for the performance of work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials".

### D. Indemnity (including Patents, Copyrights, and Royalties)

Contractor agrees to defend, indemnify, and hold harmless College District, its officers, employees, agents, and contractors from and against any and all claims, demands, losses, damages, costs, and expenses, including attorney's fees, arising out of the project contemplated by this contract. Contractor will indemnify College District in cases of strict liability and regardless of any conduct, negligence or fault alleged against College District, it being the intention of the parties that College District be completely indemnified.

The contractor agrees that it will pay all royalties and license fees and shall indemnify and hold harmless the College District, its agents and employees against any claims, damages, judgments, or expenses resulting from a claim that any equipment or other material provided by the contractor under its Bid/Proposal and the contract documents infringes a copyright, patent, trademark or other proprietary right, or constitutes misuse of a trade secret or confidential information, and will defend, at its own expense, any suit or proceeding brought against the College District or its agents alleging such infringement or misuse. The College District shall promptly notify the contractor of any claim and shall cooperate with contractor in the defense of any such claim. The defense will be under the sole control of the contractor.

### E. Unauthorized Obligations; Effect; Liability

Per Arizona Revised Statute § 35-154: "No person shall incur order or vote for the insurance of any obligation against the state or for any expenditure not authorized by an appropriation and an allotment. Any obligation incurred in contravention of this chapter shall not be binding upon the state and shall be null and void and incapable of ratification by any executive authority to give effect thereto against the state.

Every person incurring or ordering or voting for the incurrence of such obligations, and his bondsman, shall be jointly and severally liable therefore. Every payment made in violation of the provisions of this chapter shall be deemed illegal, and every official authorizing or approving such payment, or taking part therein, and every person receiving such payment, or any part thereof, shall be jointly and severally liable to the state for the full amount so paid or received."

- F. Liability to Third Parties  
The contractor shall indemnify and hold harmless the College District, its agents and employees from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of the contractor's negligent acts or omissions, theft, vandalism, fire, floods, other natural occurrences.
- G. Offer and Acceptance Period  
Bids are an irrevocable offer for ninety (90) days after the bid opening time and date.
- H. Term of the Contract  
The term of the resultant contract shall commence upon award and shall remain in effect until final inspection and approval by the College, and until any warranty period expires.
- I. Contract Termination for Convenience  
The College District may, by written notice to the Contractor, terminate all or any part of this contract for the College District's convenience with thirty (30) days written notice. In the event Contractor is terminated, Contractor's entitlement shall be based on non-recurring costs not recovered, finished goods not yet delivered, work in process, and materials and inventories not usable on other projects, and shall be received by the College District within 30 days of the effective date of termination. The College District shall have the option to verify supporting detail and records of such Bids and negotiate an equitable adjustment. No amount for anticipated profit on work not performed will be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Contractor for the un-terminated portion of this Contract exceed the contract's total price. Any termination shall not affect either party's obligations as to any un-terminated portions of the Contract. Upon receipt of a termination notice, Contractor shall stop work to the extent specified in the notice and take such other action as may be necessary or as College District shall direct to minimize the cost of termination to the Contractor. In addition, Contractor shall take such actions as may be necessary or as College District may direct for the transfer, protection, or preservation of property and other rights that become College District's as a result of termination. Contractor shall promptly refund College District any payments in excess of the sum of payments due for (1) accepted goods, (b) the un-terminated portion of the contract, and (c) termination charges hereunder.
- J. Licenses  
The selected company shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the contractor as applicable to this contract.
- K. Acceptance / Definitions  
Any purchase order or contract issued as a result of this RFB expressly limits acceptance to the terms and conditions stated therein, the specifications hereto, and any additional terms and conditions incorporated into and attached hereto, and supersedes all preprinted or other terms and conditions of any Contractor purchase order or acknowledgment submitted concurrently with or pursuant to the purchase order/contract. Any additional or different terms proposed by the Contractor are rejected unless specifically accepted in writing by College District.

Any purchase order or contract issued as a result of this RFB becomes a binding contract subject to the terms and conditions set forth and incorporated herein when accepted by acknowledgment or by Contractor's performance.

The purchase order and contract constitutes the complete and final agreement of the parties and supersedes all prior or contemporaneous agreements, discussions, or representation not otherwise expressly stated herein. No other terms and conditions or modifications and changes to the purchase order shall be binding upon College District unless agreed to in writing by College District.

"College District" means the entity issuing purchase orders/contracts for goods or services, in this case, College District.



“Contractor” means the person, firm, or corporation, from which the College District is purchasing goods or services, or some combination thereof; the seller.

L. Delivery – Time is of the Essence

Deliveries are to be made in quantities and at times specified herein. If Contractor’s deliveries shall fail to meet schedule, College District, without limiting its other rights or remedies, may direct expedited routing, and any excess costs incurred thereby shall be debited to Contractor’s account.

College District may, in accordance with paragraph 8.E, “Cancellation for Default,” terminate all or part of this Order in the event Contractor fails to deliver Goods as required herein.

College District shall not be liable to Contractor’s commitments or production arrangements in excess of the amount or in advance of the time necessary to meet College District’s delivery schedule.

Delivery in accordance with specifications does not constitute acceptance by College District under this order. Risk of loss of goods shall be Contractor’s prior to passage of title and College District’s after passage of title.

M. Inspection

College District shall have the right to inspect and test, or witness testing of, Goods at any time prior to shipment, and within a reasonable time after arrival at the ultimate destination. Goods shall not be deemed acceptable until after final inspection.

The making or failure to make any inspection of or payment for or acceptance of Goods shall in no way impair College District’s right to reject nonconforming Goods, or to avail itself of any other remedies to which College District may be entitled, notwithstanding College District’s knowledge of the nonconformity, its substantiality, or the ease of the discovery.

N. Invoice Payment

College District shall pay Contractor’s invoices for all charges incurred which are at the agreed rate set forth within thirty (30) days after receipt of the invoice. The minimum pay period to be invoiced is every two (2) weeks, unless specifically excluded. All invoices must be accompanied by supporting documentation.

O. Shipping Terms

Shipping Terms are F.O.B. Destination, freight prepaid and allowed.

P. Warranty

Contractor shall provide all Goods and perform all Services hereunder to the satisfaction of the College District during the term of any purchase order or contract resulting from this RFQ/RFB/RFP.

Contractor warrants that its performance of the services and goods provided by Contractor under any purchase order or contract resulting from this RFB shall comply with all applicable laws, standards, and regulations, whether governmental or industrial, in effect on the date of delivery or known in the industry to become effective after such date.

The Contractor warrants to the College District that all materials and equipment furnished under any purchase order or contract resulting from this RFB will be new unless otherwise specified, free from defects in material and workmanship (including damage due to unsatisfactory packaging by Contractor), and shall be in compliance with College District’s specifications, drawings, and samples.

All goods furnished hereunder shall be merchantable, suitable for their intended use, and to the extent such Goods are not manufactured pursuant to detailed designs furnished by College District, free from defects in design.

All services shall be performed in a professional and workmanlike manner consistent with best industry practices and in accordance with the RFB attached and made part of hereof.

All Services not conforming to these requirements, including substitutions not properly approved and authorized by the College District, may be considered defective and not in accordance with the specifications contained herein. If required by the College District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided under any purchase order or contract issued as a result of this RFB.

The period of this warranty shall be twelve months after delivery to College District or for such longer period as may be offered by Contractor or Contractor's suppliers. Notice of defect except latent defect or one concealed by Fraud may be given to Contractor at any time within the warranty period, and Contractor shall, at College District's option, promptly repair or replace defective goods at its own expense.

The warranties of Contractor and remedies of College District shall not be deemed to be exclusive, and together with any service warranties and guarantees, if any, shall survive acceptance and payment, and shall run to College District, its successors, assigns, customers, and users of its products.

Contractor represents and warrants to the College District that in performing services, the Contractor will not be in breach of any agreement with a third party.

Q. Ownership of Property

Unless otherwise agreed in writing, any tangible property including, but not limited to, designs, sketches, drawings, blueprints, patterns, dies, specifications, engineering data or other technical or proprietary information, and all other equipment or material furnished to Contractor by College District, or developed in performance of College District's purchase order, are the property of the College District.

Contractor shall not substitute any property for College District's property except in filling College District's purchase order or as otherwise directed by College District. Such property while in the Contractor's care, custody, or control shall be maintained in good condition at Contractor's expense and risk and shall be kept insured by Contractor at Contractor's expense in an amount equal to the replacement cost with loss payable to the College District.

R. Insurance – NOT REQUIRED

The selected company will be required to secure and maintain throughout the term of this agreement, the following list of insurance coverage:

- 1) **Comprehensive General Liability Insurance** with coverage of at least \$1,000,000 per occurrence. Equipment hired, leased and owned shall be covered. College District and College District Foundation agents, representatives and employees are to be named as additional insured.
- 2) **Worker's Compensation Insurance** with coverage as required by the State of Arizona of Workers Compensation Statutes.
- 3) **Comprehensive Automobile Liability Insurance** including schedules, hired, owned and non-owned autos of \$1,000,000 combined single limit listing. College District and College District Foundation agents, representatives and employees as additional insured.
- 4) **Network Security and Privacy Liability** coverage including costs of investigating and responding to a potential or actual breach of confidential information (e.g., computer forensic investigation, public relations response, outside counsel, notification mailing, call center, voluntary notification, credit monitoring and identity restoration costs, costs incurred in connection with any regulatory investigation, fines (including PCI fines), penalties assessed by regulator, and defense costs with limit of not less than \$2 million per claim/\$2 million aggregate.

S. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.

If Contractor has access to students' educational records, Contractor shall safeguard those records and limit its employees' and/or agents' access to the records to those persons for whom access is essential to the performance of this Contract. Contractor is prohibited from disclosing those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting College District and Contractor to release the information according to the authorization. At all times during this Contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 ("FERPA") in all respects and shall be responsible for ensuring that any subcontractors involved in the Contract work also comply

7. **OTHER CONTRACTUAL ISSUES**

A. Procedure

Either party may issue requests for changes in the contract. Such request shall be in writing, if accepted in writing by both parties, shall be executed as a change to the contract, which will thereby be amended to the extent of the change. When, in the judgment of the College District, a need for immediate action exists, the contractor may be directed to proceed on a time and materials basis with the proposed change. However, such action must be followed up and documented in writing.

B. Specification Clarifications

If the contractor believes that any clarification in fact constitutes a change to the contract, they shall so notify the College District in writing, identifying all associated changes to the contract.

C. Justification of Errors

No pleas as to acts, orders or supervision of the College District (or any other person) shall be admitted in justification of any errors or departure from terms of the contract unless specifically permitted in writing.

D. Right Under Breach of Contract

In the event any provision of the contract is violated, the College District may serve notice on the contractor setting forth the violations and demanding compliance with the contract. Unless within ten (10) calendar working days after serving such notice, such violation shall cease and satisfactory arrangements for correction be made, the College District may suspend the contractor's right to proceed or the College District may terminate the contract.

E. Contract Termination for Cause/Default

The College District reserves the right to cancel the whole or any part of the contract due to failure of the contractor to carry out any term, promise or condition of the contract. The College District will issue upon not less than ten (10) days written notice of default to the contract for acting or failing to act as in any other following:

- 1) In the opinion of the College District, the contractor does not meet the requirements of the contract;
- 2) In the opinion of the College District, the contractor fails to perform adequately the services required in the contract;
- 3) In the opinion of the College District, the contract attempts to impose on the services, which is not acceptable to the College District;
- 4) The contractor fails to complete the required work or provide the required services, which is not acceptable to the College District;
- 5) In the opinion of the College District; the contractor fails to make progress in the performance of the requirements of the contract and/or gives the College District a positive indication that the contractor will not or cannot perform to the requirements of the contract.

The College may resort to any single or combination of the following remedies:

- 1) Cancel any contract for any of the above stated reasons;

- 2) Reserve all rights or claims to damage for breach of any covenants of the contract;
- 3) Perform any test or analysis on materials to confirm conformance in all respects to the specifications of the contract. If the results indicate non-compliance with the specifications, any actual expense of testing will be borne by the contractor;
- 4) In case of default, the College District reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor. The College District may recover any actual excess costs by:
  - a) Deduction from an unpaid balance;
  - b) Collection against the bid and/or performance bond, or;
  - c) Any combination of the aforementioned remedies or any other remedies as provided by law.

F. Suspension

In exercising the College District's right to secure completion of the work under any of the provisions hereof, the College District shall have the right to exercise sole discretion as to the manner, methods and reasonableness of costs of fulfilling the contract. The rights of the College District to suspend or terminate as herein provided shall be cumulative, not exclusive, and shall be in addition to any other remedy provided by law.

G. Arbitration of Contract

Any claim or dispute between parties arising out of or relating to this contract, which has not been resolved in a manner acceptable to both parties shall be resolved pursuant to the State Board of Directors for Community Colleges of Arizona Policies and Procedures, Section SP7-702 (VII. C), Contract Claims and Controversies (After Contract Award). A copy of this document is available in the Purchasing Department for the College.

H. Advertising

No mention shall be made in any advertising or articles in any publication relating to this arrangement without the written approval of the College District.

I. Confidentiality of Records

The contracted company shall establish and maintain procedures and controls that are acceptable to the College District for the purpose of assuring that no information contained in its records or obtained from the College District or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the College District. The contracted company also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as need for the performance of duties under the contract, unless otherwise agreed to in writing by the College District.

**OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION**

- i. College District information that is required to be kept confidential will be kept so in perpetuity. for purposes of this Contract, Confidential Information is defined as any and all College District information and data whose collection, sharing, dissemination, use, preservation, disclosure, protection, storage, destruction and/or disposition is governed by federal, state, local and/or international law or regulation. Confidential Information includes, but is not limited to, Social Security Numbers, student records, student financial records regarding students (or their parents or sponsors), financial and personal information regarding College District employees and students, personal health information (as defined by the Healthcare Information Protection Accountability Act), and other personally identifiable information protected by applicable law or regulation. In addition Confidential Information includes data and other information that is proprietary to or developed by College District such as institutional financial and performance records.

- ii. Confidential Information does not include (i) information the receiving party already knows, (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Contract, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- iii. Contractor agrees that Confidential Information provided to it, or to which it may potentially have access, during the provision of service, will be used only and exclusively to support the service and service execution and not for any other purpose. Such use will not include examining data for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing). Contractor may use aggregate statistics on service usage to enhance or optimize the functionality of the service provided under this Contract.
- iv. Contractor will limit access to Confidential Information to its employees with a need to know the Confidential Information to carry out the activities under this Contract and will instruct those employees to keep the information confidential. It is understood, however, that Contractor may disclose the College District Confidential Information on a need-to-know basis to its subcontractors who are performing services, provided those subcontractors have executed confidentiality agreements and have agreed to materially the same or greater security obligations as Contractor shall remain legally and financially liable for any unauthorized disclosure of the College District's Confidential Information by those subcontractors.
- v. If a Contractor staff person or Contractor subcontractor potentially will have access to College District's network, facilities, data, Confidential Information, and/or Sensitive Information,<sup>1</sup> they may not perform any work involving such access until they have received College District's privacy and security training, and/or accepted and agreed to adhere to College District's privacy and security policies and procedures.<sup>2</sup> If exigent circumstances are presented, all or part of this requirement may be waived in writing by College District's Chief Information Officer or General Counsel.
- vi. As noted in Paragraph 4.8, Family Educational Rights and Privacy Act, Contractor understands that it may have access to student educational records, under this Contract. Contractor shall safeguard those records and limit access to those records to only its employees and/or agents whose access to them is essential to the performance of this Contract. Contractor will not disclose those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting College District and Contractor to release the information according to the authorization. At all times during this Contract, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion and at rest.
- vii. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them, as long as they meet or exceed College District's information security and privacy policies and procedures as previously described herein. Contractor will supply the appropriate College District representative with copies of those policies and plans upon request.
- viii. Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing services to College District. Contractor will supply the appropriate College District representative with copies of those policies upon request.
- ix. Contractor will inform College District's Chief Information Officer and the Office of General Counsel immediately, and in no event later than within one (1) business

day if Contractor and/or its contractors/agents has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College District may be required to perform a risk assessment and/or provide a notification under applicable law, at which point College District internal and/or external legal counsel will determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of action. Any such notice will provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor will keep the College District Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available, and will communicate such information in a manner that maximizes the extent to which the attorney-client privilege and/or work product attaches to these communications. Furthermore, any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint response of Customer and Contractor,

- x. Contractor agrees to mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Contract by Contractor or its subcontractor.
- xi. For purposes of this Contract, "security incident" means the unauthorized access and/or misappropriation of Confidential Information. If in the event that applicable law requires notification to individuals or others of such a security incident or such incident places individuals at an actual risk of harm, Contractor will (i) be completely accountable and responsible, financially and otherwise, at no cost to College District, (ii) provide assistance with the drafting and mailing of such notifications, (iii) retain a mutually agreed upon vendor to provide notification and call centering services, and (iv) offer to provide two (2) years of industry standard credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to Customer or such affected individual. The requirement to offer such monitoring and insurance will only exist for individuals in those jurisdictions where such products are available.
- xii. If as result of the Contractor's systems, actions, and/or omissions, if a suspected or actual breach involving Confidential Information occurs, Contractor will obtain a mutually agreed upon vendor to provide at no cost to client forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis. Contractor shall indemnify, defend and hold College District, its agents, officers, officials, employees and volunteers harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney fees and court costs) of any kind relating to the disclosure of Confidential Information caused by the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Amendment. Contractor will indemnify, defend and hold College District harmless from claims of any kind relating to the disclosure of College District's Confidential Information caused by a possible or actual security infiltration or exfiltration involving technology of the Contractor, its agents, employees, or any tier of Contractor's subcontractors.
- xiii. To the extent that Contractor transmits or processes Confidential Information outside of the United States, it agrees to comply with the data security and privacy laws of each country through which such information is transmitted or processed, as well as the data security and privacy laws of the jurisdictions of residence for the individuals whose data is used by Contractor.
- xiv. If the RFB specifically requires the Contractor to submit the College District **External Entity Due Diligence Questionnaire** before Contract award, Contractor will be required to promptly update and resubmit the questionnaire if it makes any revisions to its practices and policies that materially change its responses to that questionnaire.

xv. If Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract hosts or maintains College District Confidential Information on its technology, Contractor warrants and confirms that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.

J. Equal Opportunity Institution

The College District is an affirmative action, equal opportunity organization and is committed to providing equal employment opportunity and complies with applicable federal, state, and local laws, statutes, orders and regulations prohibiting discrimination on the basis of race, color, religion, sex, age, national or ethnic origin, veteran status, or non-job related handicap.

K. Status of Contractor as Independent Contractor

All of Contractor's employees furnishing services to the College District shall be deemed employees solely of Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the College District. Vendor shall perform all services as an **Independent Contractor** and shall discharge all its liabilities as such. The College District will not make any tax or other withholdings from the compensation paid to the Contractor. No acts performed or representations, whether oral or written, made by Contractor, with respect to third parties, shall be binding on the College District.

L. Assignment of Agreement

This agreement shall not be assigned to other parties without the written permission of both College District and the contractor.

M. Due Diligence / Force Majeure

Performance of any purchase order or contract resulting from this RFB by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Contractor will not be liable for failure to perform or for delay in performance under this agreement due to any cause beyond its reasonable control, including, but not limited to, an act of any governmental authority or of the customer, riot, sabotage, embargo, injunction-intervention acts, labor disputes, lockouts, fire, tornado, flood or other similar occurrences beyond the reasonable application. In the event of a failure to perform or delay in performance due to any of the foregoing causes, when the time for completion of the services will be extended by a period of the time reasonably necessary to overcome the effect of such delay. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

N. Obligations of the College District

The College District grants the contractor and agrees to aid the contractor in obtaining full access to the premises of the College District in connection with the contractor's performance of its obligations under this agreement. Additionally, the College District agrees to provide and maintain such environmental and other specifications as identified.

O. Severability

In the event of the legal invalidity of any provision of this agreement, the parties agree that such legal invalidity shall not affect the validity of the remaining provisions of this agreement,

and the contractor and the College District agree to substitute a valid provision which closely approximates the economic effect and intent of any invalid provision.

P. Contractual Commitment

This Bid may become the contract between the parties at the discretion of the College District. If it is decided that this Bid is to become the contract, it may not be waived, altered or modified except by written agreement of the parties.

Q. Compliance with Non-Discrimination Laws

To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Both parties shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. subsections 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

R. Recognized Agents

No agent, employee or representative of the contractor has any authority to bind the contractor to any affirmation, representation or warranty, and unless such is specifically included within this agreement, it shall not be enforceable by the College District.

S. Contract Binding

The contractor and the College District each represent that they have the power and authority to enter into this agreement and that this agreement constitutes a valid and binding obligation of each party.

T. Protests, Remedies, and Applicable Laws

Protests of the solicitation may only be submitted by a participating offeror, to the Director of Purchasing and Auxiliary Services, prior to the due date for bids. Protests of award may only be submitted by a participating offeror, and must be received by the Director of Purchasing and Auxiliary Services within ten (10) days following issuance of the Notice of Intent to Award a Contract. All protests must be submitted in writing. For full Protest procedures, please contact the Director of Purchasing and Auxiliary Services by e-mail at [mary.talentinow@coconino.edu](mailto:mary.talentinow@coconino.edu).

This agreement shall be governed, and the College District and vendor/contractor shall have all remedies afforded each, by the Uniform Commercial Code as adopted in the state of Arizona except as otherwise provided in the contract or in statutes pertaining specifically to the College District. The law of the State of Arizona shall govern this contract and suits pertaining to this contract may be brought only in the courts in the state of Arizona.

U. Public Record

All Bids submitted in response to this Request shall become the property of the College District and will become a matter of public record available for review subsequent to the award notification as provided by A.R.S. § 39-121. Further, A.R.S. § 35-214 requires that all contracts for the furnishing of goods, equipment, labor, materials or services to the state include a clause to the following effect: "All books, accounts, reports, files and other records relating to this contract shall be subject at all reasonable times to inspection and audit by the state for five years after completion of the contract. Such records shall be produced at such state offices as designated by the state in the contract."

V. Small, Small Disadvantaged, Minority Owned and Women Owned Businesses

The College District, being an Equal Opportunity/Affirmative Action Institution, is committed to the development of Small, Small Disadvantaged, Minority Owned and Women Owned businesses. Should subcontracting be required during the performance of this contract, the



contractor shall make every effort to ensure equal opportunity for securing the services of these type businesses.

- W. Flagstaff Alliance for the Second Century Intergovernmental Agreement  
Coconino County Community College District is a member of the Flagstaff Alliance for the Second Century, for which an Intergovernmental Agreement for procurement has been established with Flagstaff Unified School District, Northern Arizona University, Coconino County and the City of Flagstaff. In accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632, the Agreement permits purchases of materials, equipment and services from vendors at the prices, terms and conditions contained in contracts originated between any and all the aforementioned agencies and the vendor(s) contract as awarded.
- X. Conflict of Interest  
This contract may be canceled for conflict of interest by the College District in accordance with Arizona Revised Statutes Section 38-511.
- Y. Immigration Law  
As mandated by Arizona Revised Statutes § 41-4401, each Party:  
(i) warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with Arizona Revised Statutes § 23-214(A);  
(ii) acknowledges that a breach of the warranty in subsection (i) of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and  
(iii) retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.
- Z. Participation in Boycott of Israel  
Pursuant to Arizona Revised Statute §35-393 and §35-393.01, Offeror certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel

# **Coconino Community College**

**RFB 2019-02**

**ZOLL Non-Clinical X Series Manual  
Monitor/Defibrillator**

**APPENDIX A**

**Coconino County Community College District  
Flagstaff Campus**

**RFB 2019-02  
ZOLL Non-Clinical X Series Manual Monitor/Defibrillator**

**ZOLL Non-Clinical X Series Manual Monitor/Defibrillator**

The College District is seeking bids for the supply and delivery of **three (3) each ZOLL Non-Clinical X Series Manual Monitor/Defibrillator**

The College District presently owns two (2) **ZOLL Non-Clinical X Series Manual Monitor/Defibrillator**. The Manual Monitor/Defibrillator specified under this RFB must match existing equipment no substitutes will be allowed. This is important for maintaining continuity of instructional training for SC/EMS classes. The bid must allow for the purchase of up to two (2) additional units which may be purchasing during fiscal year July 1, 2018 – June 30, 2019.

**BID PRICING FORM**  
*Complete and Return with the Bid Submittal*

ITEM	MODEL NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	601-2231011-01	<p><b>Non-Clinical X Series ® Manual Monitor/Defibrillator</b>  with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"( 16.5cm) diagonal screen,  full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• Ninety (90-day EMS warranty Advanced</p> <p><b>Options:</b>  Real CPR Help Expansion Pack  CPR Dashboard quantitative depth and rate in real time, release indicator, interruption  timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> <li>• See - Thru CPR artifact filtering</li> </ul> <p><b>ZOLL Noninvasive Pacing Technology:</b></p>	3		

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	TOTAL PRICE
		<p><b>Masimo Pulse Oximetry</b></p> <p><b>SP02 &amp; SpCO</b></p> <ul style="list-style-type: none"> <li>• Signal Extraction Technology (SET)</li> <li>• Rainbow SET ( for SpCO &amp; SpMet)</li> </ul> <p><b>NIBP Welch Allyn includes:</b></p> <ul style="list-style-type: none"> <li>• Smartcuff 10 foot Dual Lumen hose</li> <li>• SureBP Reusable Adult Medium Cuff</li> </ul> <p><b>End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology:</b></p> <p>Order required Microstream tubing sets separately</p> <p><b>Interpretative 12- Lead ECG:</b></p> <ul style="list-style-type: none"> <li>• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set</li> </ul>			
2	8000-0341	<p><b>SpO2/SpCO/SpMet Rainbow Resuable Patient Cable:</b></p> <p><b>Connects to Single Use Sensors (4 ft)</b></p>	3		
3	8000-000371	<p><b>SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)</b></p>	3		

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	TOTAL PRICE
4	8000-0580-01	Six hour rechargeable Smart battery	6		
5	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	3		
6	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	3		
7	8900-0400	<i>CPR stat•padz</i> HVP Multi-Function CPR Electrodes - 8 pair/case	1		
8	8300-000530-01	Smart Capnoline Plus, Adult/ Intermediate, Case of 25	1		
9	8012-0206	12-lead ECG Simulator	3		
10	8000-000910-01	X Series 80mm Thermal Paper with Grid (pack of 6 rolls)	1		
11		Tax			
12		Estimated Ground Shipping			

**NON-COLLUSION AFFIDAVIT FORM**

*Complete, Have Notarized, and Return with the Bid Submittal*

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

The persons, corporation, or company who makes the accompanying Bid, having first been duly sworn, deposes and says:

That such Bid is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that Bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
Signature of Notary Public in and for the

County of \_\_\_\_\_

State of \_\_\_\_\_

My commission expires: \_\_\_\_\_, 20\_\_\_\_ .

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT  
Purchasing & Auxiliary Services  
2800 S. Lone Tree Rd.  
Flagstaff, AZ 86005

Ref: RFB/CONTRACT NO. 2019-02

**ZOLL Non-Clinical X Series Manual Monitor/Defibrillator**

**OFFER FORM**

*Complete and Return with the Bid Submittal*

TO COCONINO COUNTY COMMUNITY COLLEGE DISTRICT:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. The formal 'bid document' including any final negotiated amendment(s), the College District's Purchase Order, and this form shall constitute the complete contract.

Signature also certifies understanding and compliance with A.R.S. 41-2533 for Competitive Sealed Bids.

Arizona Transaction (Sales) Privilege

For clarification of this offer, contact:

Tax License No.: \_\_\_\_\_

Name: \_\_\_\_\_

Federal Employer No. \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Person Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title

**ACKNOWLEDGEMENT OF ADDENDA:**

I hereby acknowledge receipt of all addenda issued by the College District with regard to this RFB. The following Addenda were received (circle the addendum number for each one you received): 1 2 3 4

**Leave blank if no Addenda were issued for this RFB.**

---

**ACCEPTANCE OF OFFER AND CONTRACT AWARD**

---

Your offer is hereby accepted.

The contractor is now bound to provide services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by Coconino County Community College District.

This contract shall henceforth be referred to as Contract No 2019-02. The proposer is hereby cautioned not to provide goods and/or services under this contract until proposer receives a College District Purchase Order.

**Coconino County Community College District**

APPROVED:

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
College District's authorized contract authority



**ZOLL Non-Clinical X Series Manual Monitor/Defibrillator**

## CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2CFR PT. 200)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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."

(D) 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.

(E) 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.

(F) 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.

(G) 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).

(H) 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 governmentwide 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.

(I) 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.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]