

**FLORIDA RURAL BROADBAND ALLIANCE, LLC**

**REQUEST FOR BIDS NETWORK SOFTWARE**

**RFB-2011-03, SOFTWARE**

**I. INTRODUCTION**

**A. General Information**

Florida Rural Broadband Alliance, LLC (FRBA) is requesting bids from qualified firms to provide the required network Software to complete the FRBA Wireless Middle Mile Network in Florida. This is an SOFTWARE ONLY bid, no installation services are being sought as part of this procurement. This RFB is for the purchase of Software for the FRBA project as described more fully herein.

FRBA is a newly formed Limited Liability Company, established specifically for the purpose of bringing Broadband services to the region. The company formed through the regional cooperation of local governments, economic development agencies and community activists from rural disadvantaged communities located in 15 Florida counties designed to meet the essential and advanced broadband network needs of unserved and underserved communities in the Northwest Florida Rural Area- of Critical Economic Concern and the South Central Rural Area of Critical Economic Concern (RACECs). These RACECs consist of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty and Washington Counties in the Northwest Florida region and Desoto, Glades, Hardee, Hendry, Highlands and Okeechobee Counties, as well as the unincorporated area of Immokalee in Collier County in the south central region of Florida.

The American Recovery and Reinvestment Act (ARRA) provided the Department of Commerce's National Telecommunications and Information Administration (NTIA) and the U.S. Department of Agriculture's Rural Utilities Service (RUS) with \$7.2 billion to expand access to broadband services in the United States. Of those funds, the Act provided \$4.7 billion to NTIA to support the deployment of broadband infrastructure, enhance and expand Comprehensive Community Infrastructure (CCI), encourage sustainable adoption of broadband service, and develop and maintain a nationwide public map of broadband service capability and availability through the Broadband Technology Opportunities Program (BTOP). FRBA was awarded a BTOP grant in the amount of \$23,693,665 pursuant to BTOP award #NT10BIX5570122 on August 1, 2010 to fund deployment of the FRBA Rural Middle Mile Networks— Northwest and South Central Regional Projects. The FRBA project will build new Middle Mile broadband infrastructure, which will extend the high speed internet backbone capacity to local last-mile providers and community anchor institutions in order to serve vital public sector services and private sector commercial customers within the RACECs. The Project must be completed and the grant closed out by August 1, 2013. As a result, time is of the essence in performance of all tasks necessary for satisfy these deadlines, including the procurement, delivery and installation of the network Software.

This procurement will be financed using federal assistance authorized by the American Recovery and Reinvestment Act of 2009 (ARRA). Any contract resulting from this solicitation will require that the vendor and any subcontractor comply with all provisions of the ARRA and the BTOP program.

Respondents must certify, by submission of their bid, that neither the vendor nor its principals is

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

FRBA supports Drug Free Workplace Policies and is an Equal Opportunity Employer (EOE). Qualified applicants and vendors are considered for employment without regard to age, race, color, religion, sex, national origin, disability, or veteran status.

FRBA encourages participation from locally owned, minority-owned, female-owned and disabled-owned small businesses. Proposers should indicate in their proposal whether and to what extent their company or others participating in their bid satisfy such criteria

For additional information about FRBA, the Project and the Grant, please review the following:

- FRBA website at [www.weconnectflorida.com](http://www.weconnectflorida.com)
- FRBA BTOP Award Information: <http://www2.ntia.doc.gov/grantee/florida-rural-broadband-alliance>
- BTOP Recipient Handbook:  
[http://www2.ntia.doc.gov/files/BTOP\\_Recipient\\_Handbook.pdf](http://www2.ntia.doc.gov/files/BTOP_Recipient_Handbook.pdf)

## **B. TIME REQUIREMENTS**

All bids must be received by the date and time specified below. Bids received after the due date and time will not be accepted or reviewed.

### **Proposed Calendar**

Due date for bids by 5:00 p.m. EST	October 21, 2011
Contract Execution	By November 15, 2011
Purchase Orders Issued	By November 15, 2011

## **C. DELIVERY INSTRUCTIONS**

To be considered, one (1) signed original, marked "Original" and five (5) copies, marked "Copy" of your bid must be received by FRBA by 5:00 p.m. on **October 21, 2011** at the following address:

Florida Rural Broadband Alliance  
RFB-2011-03, SOFTWARE  
1211 North West Shore Boulevard, Suite 715  
Tampa, Florida 33607  
813-232-4887 phone

The title of the RFB, including the RFB Number must be indicated on the outside shipping or delivery label to allow sorting of responses to by various Software types. Respondents wishing to submit bids for multiple FRBA Software RFBs are required to submit separate responses for each RFB. Any package containing responses for multiple RFBs may be rejected.

Additionally, the vendor shall complete the Pricing Worksheet Labeled RFB-2011-03, SOFTWARE and send via electronic mail to Sabrina Williams at [swilliams@flaheartland.com](mailto:swilliams@flaheartland.com), along with an electronic copy of the Bid response by the due date.

FRBA is not responsible for inconsistencies between the electronic version and the hard copies of any respondent's bid. By submission of its electronic and original bids, the Bidder acknowledges that all pricing contained therein is accurate and can be relied upon by FRBA in making an award regardless of the form of submission of the information.

#### **D. COMMUNICATIONS AND ADDENDA**

1. Any questions should be emailed to Sabrina Williams at [swilliams@flaheartland.com](mailto:swilliams@flaheartland.com). Questions and Answers to all questions will be promptly posted to the FRBA website [www.weconnectflorida.com](http://www.weconnectflorida.com). Sabrina Williams can be reached at 863-385-4900.

2. FRBA will record responses to inquiries and any additional submittal instructions in the form of written addenda to this RFB on the FRBA website.

3. If revision to the RFB becomes necessary for any reason, FRBA will provide written addenda which will be posted on the FRBA website.

4. It is the responsibility of all respondents to visit the FRBA website regularly to obtain any updates. Each respondent should check the website on a daily basis. Failure to acknowledge any addenda shall not relieve the respondent of compliance with the terms thereof. FRBA assumes no responsibility for oral instructions.

#### **E. REVIEW PROCESS**

1. FRBA will review all Bids received by the date and time due and will select one or more qualified Bidders for contract award.

2. FRBA will evaluate all complete, on time Bids and will select the Bid(s) that, solely at FRBA's discretion are the lowest responsive and responsible bidders that best meet the interests of FRBA.

3. FRBA maintains the right to request clarifications of information submitted and to request additional information of any respondent. FRBA shall be the sole judge of its own best interest and the qualifications of respondents.

4. FRBA may request additional information from a respondent only for the purpose of clarifying the respondent's Bid. Such additional information will be requested in writing, (electronic and/or hard copy) including an explanation as to the nature of the inquiry, instructions for responding and deadline for submitting a response. Information submitted after the deadline for responding will not be considered by FRBA.

5. If FRBA determines that additional information should be obtained from all valid respondents, all respondents will receive an identical request for information following the process described above.

6. All award decisions made by FRBA will be final.

7. Final selection and contract negotiations will be governed by the laws and procurement regulations of FRBA, the BTOP and ARRA Programs and any other applicable regulations.

8. Each selected Bidder will enter into a Standard Software Purchase Agreement with FRBA. A proposed form purchase agreement is included herein for convenience. Respondents should review the proposed contract form and indicate any objections or requested changes to the standard contract terms and conditions within their Bid response. This RFB does not constitute and offer or a contract with any respondent. A contract or agreement is not implied until a contract is approved and executed by FRBA.

## **F. GUIDELINES FOR BIDDERS**

1. FRBA reserves the right to reject any or all bids submitted or to waive any non-substantial irregularities in submittals wherever such rejection or waiver is in the best interest of FRBA. In the event all submittals are rejected or waived, FRBA reserves the right to re-solicit for other qualified respondents.

2. FRBA reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether that bid is selected. Submission of bid indicates acceptance by the firm of the conditions contained in this Request for Bids, unless clearly and specifically noted in the bid submitted and confirmed in the contract between FRBA and the firm selected.

3. There is no expressed or implied obligation for FRBA to reimburse responding firms for any expenses incurred in preparing bids in response to this request.

4. The deployment of the FRBA Networks is contingent upon the continued receipt of ARRA BTOP funds. Although the disruption of funds is unlikely, all prospective respondents should be aware that this possibility exists. In the event of funds disruption: (a) the FRBA project schedule may be modified; (b) the project may be suspended, extended, or cancelled; and/or (c) FRBA may delay or terminate contracts or orders as necessary.

5. The vendor must identify all subcontractors that will be paid more than ten percent (10%) of the overall project budget. Additionally, the vendor must provide the role of each subcontractor, the subcontractor's experience in that role, and the vendor's relationship with the

subcontractor. All subcontractors must have at least one year of experience in the services they will be providing.

In any subcontracts entered into by the vendor for the performance of services, the vendor shall require the subcontractor, to the extent of the services to be performed by the subcontractor, to be bound to the vendor by the terms of the Contract and/or Purchase Order and to assume toward the vendor all of the obligations and responsibilities that the vendor, by the Contract and/or Purchase Order, assumes toward the project. All subcontractors shall be bound by the Grant regulations to the same extent as the vendor. FRBA reserves the right to receive copies of and review all subcontracts, although the vendor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to FRBA.

The management of any subcontractor will be the responsibility of the vendor, and the vendor shall remain responsible for the performance of its subcontractors to the same extent as if the vendor had not subcontracted such performance. The vendor shall make all payments to subcontractors or suppliers of the vendor. Except as otherwise agreed in writing by FRBA and the vendor, FRBA will not be obligated for direct payments for the services other than to the vendor. FRBA's written approval of any subcontractor engaged by the vendor to perform any obligation under the Contract shall not relieve the vendor of any obligations or performance required under the Contract.

6. Each vendor (based on federal tax ID) may submit only one bid as a primary contractor. However, any such vendor may be named as a subcontractor in other bids.

7. A vendor may revise a bid on its own initiative at any time before the deadline for submission. The vendor must submit the revised bid in the same manner as the original was submitted. In no case will a statement of intent to submit a revised bid, or commencement of a revision process, extend the bid due date.

## **G. PRICING AND DELIVERY REQUIREMENTS**

1. The vendor is responsible to deliver all items in new, unharmed and marketable condition to FRBA. The vendor is responsible for replacing any items damaged during shipping or that otherwise arrive not in good working order. The vendor is responsible for any and all cost associated with delivery. Shipment tracking information must be sent to the project team once it is available.

All items should be shipped free on board to one of two FRBA warehouse locations for each network build. Approximately half of the total Software order will be shipped to each location:

Florida Rural Broadband Alliance—South Network Warehouse  
c/o: Rapid Systems  
1155 Highway 17 North  
Wauchula, FL 33873

Florida Rural Broadband Alliance—North Network Warehouse  
Location to be determined; the location shall be in the 32321 zip code.

All pricing reflected in the Bid response shall be inclusive of shipping costs and required warranties.

2. All Software must be delivered within four weeks after receipt of a purchase order. The availability of Software within this required time frame is a requirement for a responsive bid.

3. All Software will become the property of FRBA once it is delivered and accepted by FRBA.

4. All prices, costs, and conditions outlined in a vendor's bid shall remain fixed and valid for acceptance for 1 year starting upon the execution of a Purchase Agreement.

5. FRBA is aware that many hardware/Software manufacturers are offering special discounts for the BTOP projects. Vendors should contact the manufacturer(s) to obtain the best pricing.

#### **H. SOFTWARE TECHNICAL SPECIFICATIONS**

1. A complete Software list is provided in Section III below.

2. All Software, transmission methods, and systems must be "industry-standard." Industry-standard is defined as the most current version of relative standard(s) set by an American National Standards Institute (ANSI) or International Organization for Standardization (ISO)-accredited Standards Developing Organization (SDO), such as the Institute of Electrical and Electronics Engineers (IEEE), Telecommunications Industry Association (TIA), or Electronic Industries Alliance (EIA). All Software must be Restriction of Hazardous Substances (RoHS) compliant.

3. All Software must be new and not refurbished or used.

4. All Software must include a 5-year warranty. Pricing reflected on the bid pricing form shall include the required warranty. Failure to provide this required warranty will result in your bid being deemed non-responsive.

5. All computer and networking hardware, services, and applications must support IPv6 and must conform to the mandatory components of the "Profile for IPv6 in the U.S. Government – Version 1.0" (USGV6) (or later version). If there are any exceptions, the vendor must provide explicit details of non-conformance by the component along with a good-faith estimate of when the component will be fully conformant.

6. **Brand Name or Equal:** The overall reliability of the network is dependent on the reliability of its network Software and the compatibility of such Software with existing network elements. Therefore, the list of Software specified in Section III includes specific manufacturers and part numbers to ensure that all network elements will be compatible. Any respondent offering pricing for other manufacturers equivalent parts must provide the information specified in Section III for Brand Name Equivalents and include manufacturer specifications/data sheets for all proposed alternatives. All Software must be manufactured by a recognized market leader with at least five (5) years of experience. Any proposed equivalent products not meeting the minimum criteria for compatibility and manufacturer history/experience may be rejected from consideration. FRBA shall determine whether any Brand Name Equivalent meets these criteria and its decision shall be final.

## **II. BID REQUIREMENTS**

### **A. GENERAL REQUIREMENTS**

## i. Title Page

Title page showing the Request for Bids' subject; the firm's name; the name, address, and telephone number of a contact person; and the date of the bid.

## ii. Table of Contents

## iii. Transmittal Cover Letter

A signed letter of transmittal briefly stating the vendor's understanding of the commitment to deliver the Software within the time period, a statement why the firm believes itself to be best qualified to provide the Software and a statement that the bid is a firm and irrevocable offer for one year. The cover letter must be signed by an individual authorized and empowered to bind the vendor to the provisions of this RFB and any Contract awarded pursuant to it. Each bid shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

## iv. Detailed Bid

The bid response should address all the points outlined in the Request for Bids- The bid response should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Bids. While additional data may be presented, the following subjects must be included. They represent the criteria for determining if a bid is responsive.

The detailed bid response shall contain the following information:

### **Section A. Executive Summary**

Provide an executive summary with the following information:

- Overview of the vendor's firm;
- Vendor Capabilities. Describe the firm's experience and capabilities in providing products similar to those requested in this RFB, including the ability to meet the availability and delivery requirements stated in the RFB.

### **Section B. Firm Qualifications and Experience**

The bid should state the size of the firm, the size of the firm's account team, and an overview of the firm's experience in delivering the products specified in the RFB

### **Section C.**

#### **Bid Pricing Form**

In this section vendors must complete the detailed bid pricing form for all requested Software. A complete Software list is provided in Section III below. Provide a price for each item listed inclusive of shipping and taxes. The price quote must be a firm bid effective for a minimum of one year.

### **B. Section D. Implementation/Shipping Schedule**

Provide documentation and assurance that the vendor will be able to deliver Software within 4 weeks after receipt of a purchase order. Include an implementation/shipping schedule, by week, showing

when each item will be delivered. Provide a brief overview of how the implementation schedule was devised and will be executed. Provide information on the vendor’s project management capabilities.

**Section E. Exceptions/Alternatives to RFB Requirements**

All exceptions to the requirements of this RFB must be delineated in this section of the vendor’s response to the RFB; otherwise, all requirements of this RFB will be considered to be acceptable by the vendor. For the bid to be considered, proposed alternatives must be identified and explained in this section. Any exceptions or proposed variations in the standard contract language should be specified in this section.

**Section F. Executed Certifications.** The bidder shall include executed copies of all required certifications attached to this RFB.

**III. SOFTWARE LIST**

Quantity	Part Number	Description	Unit Price	Extended Price	Delivery Time (in days)
10	394-00529	Microsoft® Exchange Standard CAL Single License/Software Assurance Pack Microsoft Volume License User CAL User CAL			
2	395-02406	Microsoft® Exchange Server Enterprise Single License/Software Assurance Pack Microsoft Volume License			
10	6VC-01288	Microsoft® Win Rmt Dsktp Svcs CAL Sngl License/Software Assurance Pack			

		Microsoft Volume License 1 License User CAL User CAL			
10	76N-02439	Microsoft® SharePoint Enterprise CAL Single License/Software Assurance Pack Microsoft Volume License User CAL User CAL			
1	H04-00231	Microsoft® SharePoint Server Sngl License/Software Assurance Pack Microsoft Volume License 1 License			
10	H05-00445	Microsoft® SharePoint Standard CAL Sngl License/Software Assurance Pack Microsoft Volume License 1 License User CAL User CAL			
10	PGI-00280	Microsoft® Exchange Enterprise CAL Sngl License/Software Assurance Pack Microsoft Volume License 1 License User CAL User CAL w/ Services			

<b>10</b>	<b>R18-00130</b>	<b>Microsoft® Windows® Server CAL Single License/Software Assurance Pack Microsoft Volume License User CAL</b>			
<b>40</b>	<b>P71-01032</b>	<b>Microsoft® Windows® Server Datacenter Single License/Software Assurance Pack Microsoft Volume License 1 Proc</b>			
<b>1</b>		<b>Solarwinds Includes Storage manager, backup profiler, User device tracker, LanSurveyor</b>			
<b>15</b>	<b>SUB-PRO-4010</b>	<b>SugarCRM Pro - 3 Years</b>			
<b>1</b>		<b>SugarCRM Standard Remote JumpStart</b>			
<b>1</b>		<b>Quickbooks Ent. 5 Licenses</b>			
<b>1</b>		<b>Fishbowl Server and Client Inventory Management Control Software</b>			

\* Vendors may propose different Software from the manufacturer and part number specified above but all Software must have equal or better feature sets than the models listed above.

Vendors proposing to furnish "equal" products in accordance with "Brand Name or Equal" provisions of this Request for Bids shall provide the following description for each product for which a substitution is proposed:

BRAND NAME

Product Equal: \_\_\_\_\_

Manufacturer's Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Product Name (If any): \_\_\_\_\_

Product make, or catalog description: \_\_\_\_\_

**If "equal" products are proposed, provide a detailed description of each product proposed including manufacturer specification/data sheets.**

#### **IV. REQUIRED CERTIFICATIONS**

##### **GRANT AWARD CONDITIONS**

The Vendor and all sub-contractors, agree to comply with all provisions and terms and conditions of the award and all applicable federal and state statutes. They include, but are not limited to, the following:

- Department of Commerce Financial Assistance Standard Terms and Conditions
- Award Specific Special Award Conditions
- 15 CFR Part 14, Uniform Administrative Requirements for Grants to Institutions of Higher Learning, Hospitals and Other Non-profits and Commercial Organizations
- OMB Circular A-87
- OMB Circular A-133
- OMB Circular A-122
- DOC American Recovery Act Award Terms 74 FR 33104, 74 FR 41676, 74 FR 42644
- American Recovery and Reinvestment Act of 2009
- 2 CFR Part 1326, Subpart C "Government wide Debarment and Suspensions"
- 15 CFR Part 28, "New Restrictions on Lobbying"
- Copeland Anti-Kickback Act
- Davis Bacon Act
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

In addition, the following requirements will be met, as applicable:

- Vendor shall provide all information needed for FRBA reporting to the NTIA, to meet all reporting deadlines. Failure to provide the information on a timely basis could impact the approval of any pending pay requests.
- Any past, present or potential conflicts of interest, whether real or in appearance shall be avoided as provided in Chapter 15 CFR Part 14.
- Vendor certifies that its firm or any of its principals (meaning officers, directors, partners, and persons having primary management or supervisory responsibilities within the business) are not currently debarred, suspended, or proposed for debarment by any federal entity.

In addition, it is certified that neither the firm nor any of its principals have not, within a three-year period preceding this offer, been convicted of or had a judgment rendered against them for any of the following: fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers, or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property. It is further certified that the above listed are not presently indicted for or criminally or civilly charged by a government entity with any of these offenses. The undersigned further certifies that the respondent (vendor) or any of its principals have not, within a three-year period preceding this offer, had any contracts terminated for default by any Federal agency. The undersigned agrees to immediately notify FRBA of any change that occurs in this status up until the time the award of this procurement has been made. If it is determined that the respondent (vendor) signed this proposal (purchase

order, request for proposal) while knowingly withholding information that would have made the firm ineligible for a contract under these provisions, in addition to other remedies available to the government, FRBA may terminate the contract.

**Respondent hereby agrees to and complies with this pledge.**

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

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

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

**REFERENCES**

Please provide the following information (three references) describing your experience with similar projects

<b>Name of Client</b>	<b>Project (What, When, Where)</b>	<b>Client Contact Information (Name, Phone, Email)</b>

**EQUAL OPPORTUNITY EMPLOYER (EOE) STATEMENT**

*By submitting a bid in response to this solicitation, the respondent agrees to:*

- *Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;*
- *Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.*
- *Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Respondent is an "Equal Opportunity Employer".*

**Respondent hereby agrees to and complies with this pledge.**

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

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

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

## MBE/WBE/DBE BUSINESS PARTICIPATION

### Minority Business Participation

Minority Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE) participation is encouraged. It is the goal of the NFBA to consider (a) a respondent's qualification as an MBE/WBE/DBE and/or (b) the respondent's commitment to utilize other MBE/WBE/DBE in fulfilling its obligations on the project.

The supplier may provide an MBE/WBE/DBE Participation Statement within the RFB response:

- *An explanation/narrative of how the respondent and/or its subcontractors qualify as an MBE/WBE/DBE for the project.*
- List of the locally certified MBE /WBE/DBE firms that will be utilized on the project including the services or Software they are able to provide.
- Describe the methodology for monitoring the MBE/WBE/DBE participation on a continuing basis.

**Respondent qualifies as an MBE/WBE/DBE Participant – Yes [ ] No [ ]**

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

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

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

**CONFLICT OF INTEREST STATEMENT**

**By submitting a bid in response to this solicitation, the respondent agrees that:**

- Respondent is aware of the conflict of interest provision specified in 15 CFR 14.42.
- Respondent does not and shall not have any employment or agreement, oral or written, with any third party relating to any interests which are in conflict with or otherwise inconsistent with any interest or position of FRBA or its representatives
- Respondent shall not accept, during the term of any contract arising from this RFB, any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of FRBA.

**Respondent hereby agrees to and complies with this pledge.**

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

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

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

If not furnishing any "equal" products, complete the following certification.

**I certify that the "Brand Name" products specified have been reviewed and no substitutions will be used in the delivery of these items.**

---

Name

---

Title

---

Signature

---

Date

**BYRD ANTI-LOBBYING STATEMENT (31 U.S.C.1352)**

The undersigned Seller certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Seller, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Seller understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

**V. PROPOSED CONTRACT FORM**

**MASTER SOFTWARE PURCHASE AGREEMENT**

**STANDARD TERMS AND CONDITIONS**

The following Master Software Purchase Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2011 by an between Florida Rural Broadband Alliance, LLC, a Florida limited liability company (the "Buyer") and \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Seller").

The Buyer and the Seller, for the consideration herein set forth, agree as follows:

**Section 1. Contract Documents.** The Contract Documents consist of this Agreement, the Legal Advertisement for FRBA RFB-2011-03, SOFTWARE\_\_ (the "RFB"), the RFB, including any addenda, the Seller's Response to the RFB including all attachments and any duly executed and issued amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Seller at all times during the performance of the Agreement.

**Section 2. Software Purchases.** The Seller agrees to furnish \_\_\_\_\_ Software as described in the Contract Documents and pursuant to the Unit Pricing Schedule attached hereto as Exhibit "A" and incorporated herein by reference (the "Software") pursuant to Purchase Orders issued by Buyer during the term of this Agreement.

**Section 3. Agreement Term.** The Software required under this Agreement shall be provided for the period beginning immediately upon execution of this Agreement by both parties and ending three (3) years from the date hereof, subject to extension by written agreement of both parties.

**Section 4. Notices.** All notices required or made pursuant to this Agreement by either party shall be in writing to the addresses shown below:

Florida Rural Broadband Alliance, LLC

4636 Highway 90, Suite K

Marianna, Florida 32446

[SELLER ADDRESS]

Either party may change its above noted address by giving written notice to the other party in accordance with this Section.

**Section 5. Terms and Acceptance Thereof.** No provisions printed or otherwise contained in any acknowledgment hereof which are inconsistent with or in addition to the terms and conditions herein stated, and no alteration of this Agreement, shall have any force or effect unless the Buyer expressly agrees to them in writing through a duly authorized agent of the Buyer.

**IF ANY OTHER TERMS AND CONDITIONS ARE PUT FORWARD BY THE SELLER OF THE SOFTWARE (THE "SELLER"), THEY ARE OBJECTED TO BY THE BUYER AND SHALL HAVE NO FORCE OR EFFECT UNLESS THE BUYER EXPRESSLY AGREES TO THEM IN WRITING.**

**Section 6. Termination.** The Buyer may terminate this Agreement, in whole or in part, for convenience at any time upon five (5) days written notice to Seller. Unless directed otherwise in the notice of termination, the Seller shall incur no further obligations in connection with this Agreement upon receipt of such notice.

**Section 7. Purchase Orders.** The Buyer will not accept any Software pursuant to this Agreement unless a duly authorized and signed Purchase Order, in substantially the form attached hereto as Exhibit "B" has been issued for such Software. The Purchase Order number must appear on all invoices, packing slips and all correspondence regarding the order. Quantities specified in a Purchase Order cannot be changed without the Buyer's written approval. Software shipped in excess of the quantity designated in a Purchase Order may be returned at Seller's expense.

**Section 8. Reserved.**

**Section 9. Pricing Schedule/Continuity of Supply.** Seller agrees to provide the Software at the fixed unit prices stated in the attached Pricing Schedule, including the costs of delivery to Buyer, for one year from the date of execution of this Agreement, with no increase.

Seller shall provide continuity of supply of the Software and spare parts for a period of five years following the product's end of life.

**Section 10. License of Software.** Seller hereby grants Buyer a nonexclusive, nontransferable and perpetual license to use any and all software that is embedded in the Software covered by this Agreement and any and all software that is otherwise pre-installed by the Seller on the Software covered by this Agreement at the time of delivery, together with the documentation under each program element thereof.

**Section 11. Invoices, Due Dates and Payments.** The Seller must submit an invoice to the Buyer before any payment will be processed. The Seller's invoices shall be forwarded to the Buyer at the address noted in Section 4 herein and all line items must show the Buyer's Purchase Order number, the Software that is the subject of the invoice and any other required information.

**Section 12. Shipping and Deliveries.** All items should be shipped free on board to one of two FRBA warehouse locations for each network build. Approximately half of the total Software order will be shipped to each location:

Florida Rural Broadband Alliance—South Network Warehouse  
c/o: Rapid Systems  
1155 Highway 17 North  
Wauchula, FL 33873

Florida Rural Broadband Alliance—North Network Warehouse  
To be Determined

unless otherwise expressly indicated on any associated Purchase Order. Seller shall retain title and assume all responsibility, liability and risk for the Software during transit and shall be responsible for filing of claims for loss or damages resulting until the Software has been delivered to Buyer.

In the event that the FOB delivery address is changed by Buyer during the fixed price term of the Agreement, Seller shall document any additional shipping charges required as a result of such change in an amendment to this Agreement signed by both parties.

No additional amounts shall be chargeable to the Buyer because of taxes or excises, presently or hereafter levied on the Seller with the exception of applicable sales and use taxes and customary applicable custom fees. Unless otherwise agreed to in writing by the Buyer, all currency amounts shall be United States dollars. Unless otherwise expressly consented to in writing by the Buyer, no payment will be made for packing, boxing, drayage or storage. The Buyer reserves the right to cancel all or any part of this order if Software is not delivered on the date or dates specified herein; acceptance in such cases shall in no way bind the Buyer to accept further deliveries on any order. Partial delivery on time will not excuse non-delivery.

All deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated in a Purchase Order.

**Section 13. Acceptance.** Software delivered hereunder shall be deemed to have been accepted ("Acceptance") when all of the following have occurred: a. The Software (including any licensed and operating software acquired in connection therewith) has been properly received, inspected and deemed ready for use by the Buyer. b. The Software (including any licensed and operating software acquired in connection therewith) operates in accordance with the Seller's specifications and documentation provided to Buyer and any additional published specifications of the Seller and any other manufacturer of the Software or developer of any licensed and operating software acquired in connection therewith. In the event that the Buyer does not accept the Software in the manner set forth above, the Buyer may request the removal of the Software and the software, and the Buyer shall have no liability under these terms and conditions, and the Seller will return any monies paid to such date by the Buyer. In no event shall use of any piece of the Software prior to acceptance, constitute Acceptance of any piece of the Software or part of the software by the Buyer.

**Section 14. New Software.** The Seller covenants and warrants that the Software and all of its parts and components are new and unused.

**Section 15. Seller's Warranties.** The Seller warrants that (i) the Software being purchased pursuant to these terms and conditions will conform to and perform in accordance with any and all performance specifications and documentation published by the Seller, any and all warranties, performance specifications and documentation otherwise delivered by the Seller to the Buyer in connection with the Contract Documents, securing the related Purchase Order and any and all expanded specifications put forward by the Buyer and identified by the Buyer, and to the extent that agreed specifications may not be complete, the Software being purchased pursuant to these terms and conditions will also conform to the specifications standard in the industry, (ii) the Software being purchased pursuant to these terms and conditions will be free from defects in material and workmanship, and (iii) all statements on the packing lists shall be accurate and the Buyer may rely thereon. The Seller further represents and warrants and guarantees that the Software being purchased pursuant to these terms and conditions complies with all applicable provisions of laws, ordinances, codes and regulations, including those of the United States, the states of the United States and localities within such states.

**Section 16. Remedies for Breach of Warranty.** The Buyer may reject any Software and any software which do not conform to the Seller's warranties, including those set forth in Section 15, at any time after delivery and before or after acceptance, when such breach of warranty becomes known to the Buyer, in any manner including recognition of latent defects ("non-conforming goods"); and the Seller shall be liable for all direct costs, damages and losses suffered by the Buyer by reason of such non-conforming goods but, absent gross negligence or willful misconduct on the part of the Seller, shall not be responsible for any indirect, punitive, exemplary or consequential damages. If the Buyer learns that non-conforming goods have been delivered, the Buyer shall have the right to do any one, or all, of the following: (i) cancel any undelivered portion of the Purchase Order and, at the Buyer's option, return either all of the Software and any software or only the non-conforming goods at the Seller's risk and expense for (at the Buyer's option) credit or prompt replacement at the invoice price, (ii) repair and use the non-conforming goods, deducting the cost incurred in such repair and use from any sums due the Seller, or on demand, the Seller will reimburse the Buyer for all such costs, (iii) upon notice to the Seller, hold the non-conforming goods for a reasonable time and resell or return them according to the Seller's instructions (the net proceeds of any such resale shall be credited to the Seller's account), and (iv) exercise any other remedies that may be available under applicable law.

**Section 17. Indemnification Including Patent Indemnity.** The Seller agrees to indemnify, defend and hold harmless the Buyer, its officers, agents and employees, against and from all claims, suits, damages, costs, expenses and losses (including without limitation: all incidental and consequential damages, economic loss, property damage, personal injury or death) (i) which arises out of a breach by the Seller of these terms and conditions or any warranties applicable to the Software and any licensed and operating software acquired by the Buyer from the Seller in connection with the Software acquired hereunder, or which result from any non-conforming delivery (including late deliveries or incomplete deliveries), or any infringement of any copyright, patent, trademark, or design or the like (whether or not registered) based on the manufacture, use or sale of any of the Software and any licensed and operating software acquired by the Buyer from the Seller in connection with the Software, or (ii) which in any manner result from any defect in the Software and any licensed and operating software acquired by the Buyer from the Seller in connection with the Software, non-conformity to or non-compliance with any law, rule or regulation relating to the safety, quality or design of the Software and any licensed and operating software acquired by the Buyer from the Seller in connection with the Software, and any and all of the Buyer's reasonable costs and expenses, including professional fees and costs, of investigating, settling or defending any suit, action or claim. Each defense obligation stated herein is hereby deemed a separate and distinct obligation, fully severable from any other duty stated herein. This section of the Agreement will extend beyond the term of the Agreement.

**Section 18. Reserved.**

**Section 19. No Use of Brand Equity Without Permission.** Without obtaining prior written permission from an officer of the Buyer, the Seller may not utilize the Buyer's name in the promotion of its business or its products.

**Section 20. Insurance.** The Seller shall procure and maintain products liability insurance acceptable to Buyer and shall furnish to the Buyer certificates thereof in connection with this Agreement.

**Section 21. Non-Waiver; Remedies not Exclusive.** The Buyer’s waiver of any breach or failure to enforce any of the terms or conditions of this Agreement at any time shall in no way affect, limit or waive its rights hereafter to enforce strict compliance with this Agreement.

**Section 22. Assignment.** The Seller shall not delegate or assign any duties or claims under this contract without the Buyer’s prior written consent.

**Section 23. Entire Agreement; Amendment.** This agreement represents the entire agreement of the parties. No amendment, modification or release from any provision hereof, shall arise out of a course of action or mutual agreement unless such agreement is in writing, signed by both parties. Notwithstanding any terms put forth by Seller (including any online terms and conditions on any of Seller’s websites) the terms of this document shall govern all transactions between the parties.

**Section 24. Governing Law and Venue.** Any questions concerning validity, interpretation or performance of this contract shall be governed by the internal laws of the State of Florida and venue of any legal proceeding shall be in the state or federal courts of Leon County, Florida.

**Section 25. Special Grant Award Conditions.** Seller acknowledges that Buyer’s purchase of Software pursuant to this Agreement is in connection with a project to be funded with federal stimulus grant funds pursuant to Grant Award Number NT10BIX5570122 awarded to the NFBA on August 1, 2011 (the “Grant”). The Seller agrees to be bound by the special grant award conditions outlined in Exhibit “C” attached hereto and incorporated herein for any Purchase Orders issued pursuant to this Agreement that will be funded with Grant monies.

In witness whereof, the parties evidence their agreement through the execution of this Agreement by their duly authorized signatories.

FLORIDA RURAL BROADBAND ALLIANCE, LLC, a Florida  
limited liability company

Witness: \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

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

Witness: \_\_\_\_\_

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

Vendor, Inc.

Witness \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

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

Witness: \_\_\_\_\_

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

**EXHIBIT A**

**PRICING SCHEDULE**

(Excel Spreadsheet, RFB-2011-03, SOFTWARE)

<b>Quantity</b>	<b>Part Number</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>	<b>Delivery Time (in days)</b>
<b>10</b>	<b>394-00529</b>	<b>Microsoft® Exchange Standard CAL Single License/Software Assurance Pack Microsoft Volume License User CAL User CAL</b>			
<b>2</b>	<b>395-02406</b>	<b>Microsoft® Exchange Server Enterprise Single License/Software Assurance Pack Microsoft Volume License</b>			
<b>10</b>	<b>6VC-01288</b>	<b>Microsoft® Win Rmt Dsktp Svcs CAL Sngl License/Software Assurance Pack Microsoft Volume License 1 License User CAL User CAL</b>			
<b>10</b>	<b>76N-02439</b>	<b>Microsoft® SharePoint Enterprise CAL Single License/Software Assurance Pack Microsoft Volume License User CAL User CAL</b>			
<b>1</b>	<b>H04-00231</b>	<b>Microsoft® SharePoint Server Sngl License/Software Assurance Pack Microsoft Volume</b>			

		License 1 License			
10	H05-00445	Microsoft® SharePoint Standard CAL Sngl License/Software Assurance Pack Microsoft Volume License 1 License User CAL User CAL			
10	PGI-00280	Microsoft® Exchange Enterprise CAL Sngl License/Software Assurance Pack Microsoft Volume License 1 License User CAL User CAL w/ Services			
10	R18-00130	Microsoft® Windows® Server CAL Single License/Software Assurance Pack Microsoft Volume License User CAL			
40	P71-01032	Microsoft® Windows® Server Datacenter Single License/Software Assurance Pack Microsoft Volume License 1 Proc			
1		Solarwinds Includes Storage manager, backup profiler, User device tracker, LanSurveyor			
15	SUB-PRO-4010	SugarCRM Pro - 3 Years			
1		SugarCRM Standard Remote JumpStart			
1		Quickbooks Ent. 5 Licenses			
1		Fishbowl Server and Client Inventory			

		<b>Management Control Software</b>			

## EXHIBIT B

### SPECIAL GRANT CONDITIONS

**1. Grant Provisions.** For the purposes of Grant #NT10BIX5570122 awarded to Florida Rural Broadband Alliance, LLC on August 1, 2010, Seller acknowledges that this Agreement is subject to the special grant award conditions outlined in this Exhibit to the extent such provisions are applicable to this Agreement.

- (a) **Debarment.** Seller certifies that it is eligible to receive state and federally funded contracts. Seller also certifies that no party, which is debarred from such contracts, will be subcontracted to perform services under this Agreement.
- (b) **Signage.** As required by the terms of the Stimulus Act and the Grant, FRBA shall have the right to erect signage at any work site to comply with the stimulus act signage requirements.
- (c) **Federal Audits and Inspections.** Seller will cooperate in any audit or inspection of FRBA's network, assets, Software installation or operations required for or on behalf of FRBA, the Department of Commerce, the NTIA, NOAA, the Office of the Inspector General or any other state or federal agency with jurisdiction over the BTOP grant. Seller understands that such audits and inspections may include contracts paid with grant funds such as the Agreement. Seller understands it is responsible for maintaining documentation pursuant to this Agreement. All access rights to Seller facilities granted to FRBA hereunder shall also extend to any such federal inspectors or auditors.
- (d) **Availability of Funds.** All payments to be made by FRBA under this Agreement are subject to the availability of grant funds pursuant to the BTOP grant. FRBA pledges to take all actions necessary to keep its BTOP grant in good standing.
- (e) **Invoicing.** Notwithstanding anything to the contrary herein, payments made by FRBA shall be made by means of a check within 30 days after approval of an invoice.

**2. Compliance with Federal and State Statutes.** By its execution of this Agreement, Seller agrees that it will comply with all applicable federal and state statutes if and to the extent that they apply to Seller and the Agreement, including, but not limited to, the following:

- (a) **Equal Employment Opportunity**

During the performance of this Agreement, Seller agrees as follows:

- i. Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- ii. Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by FRBA, or the State of Florida or the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- iii. In the event of Seller's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Seller may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- iv. Seller will include the provisions of paragraphs (a) through (c) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Seller will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by FRBA, Seller may request the United States to enter into such litigation to protect the interests of the United States.

(b) **Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

(c) **Access and Retention to Records**

FRBA, the Department of Commerce, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Seller which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. Seller shall retain all records relating to this Contract for five (5) years after FRBA makes final payment and all other pending matters are closed.

(d) **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 (18U.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 Department of Commerce operating unit.

(f) ***Davis-Bacon Act, as amended (40 U.S.C.276a to a-7)***

All construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40U.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 Department of Commerce operating unit.

**(g) *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.

**(h) *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.

**(i) *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 Department of Commerce operating unit and the Regional Office of the Environmental Protection Agency (EPA).

*(j) 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.

*(k) 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.

**3. Compliance with Applicable State and Federal Regulations.** By its execution of this Agreement, Seller agrees that it will comply with the following State and Federal Regulations (the "Applicable Regulations") if and to the extent that they apply to Seller and this Agreement:

- Award Specific Special Award Conditions for Award #NT10BIX5570122
- American Recovery and Reinvestment Act of 2009
- Notice of funds availability, issued January 22, 2010

By its execution of this agreement, the Seller and all of Seller's sub-contractors, agree that they have read and will comply with all provisions and terms and conditions of award #NT10BIX5570122 and all applicable federal and state statutes, including, but are not limited to, the following Award Documents:

- Department of Commerce Financial Assistance Standard Terms and Conditions
- Award Specific Special Award Conditions
- 15 CFR Part 14
- OMB Circular A-122
- OMB Circular A-133
- DOC American Recovery Act Award Terms 74 FR 33104, 74 FR 41676, 74 FR 42644
- American Recovery and Reinvestment Act of 2009
- 2 CFR Part 1326, Subpart C "Government wide Debarment and Suspensions"
- 15 CFR Part 28, "New Restrictions on Lobbying"
- Copeland Anti-Kickback Act
- Davis Bacon Act
- Sections 103 and 107 of the Contract Work hours and Safety Standards Act
- Notice of Funds Availability, January 22, 2010, 75 FR 3792
- Notice of Limited Waiver of Section 1605 (Buy American Requirement), July 1, 2009, 74 FR 31402
- 73 FR 7696

In addition, the following requirements will be met, as applicable:

- Seller shall provide any information needed for FRBA's reporting to the NTIA, to meet all reporting deadlines. Failure to provide the information on a timely basis could impact the approval of any pending pay requests.
- All procurement is to be conducted in compliance with state and federal procurement regulations.
- All Software to be provided by Seller under the Agreement to be paid from grant proceeds shall be eligible for payment with federal funds as specified in the Award Documents
- Payment of funds to Seller under this Agreement is solely contingent on the receipt of grant funds as disbursed and made available to FRBA in the form of grant draws.
- Any past, present or potential conflicts of interest, whether real or in appearance shall be avoided as provided in 15 CFR Part 14.