



UNAVCO, INC.
REQUEST FOR PROPOSALS/RFP
(THIS IS NOT AN ORDER)

RFP Number: P051214	RFP Title: SERVICES – Professional Employer Organization (PEO)
RFP Due Date and Time: June 16, 2014 5:00 p.m./Mountain Time	Number of Pages: 16

ISSUING AGENCY INFORMATION	
Purchasing Agent : Tim Reeme	Issue Date: May 19, 2014
UNAVCO, Inc. Office of Procurement Services 6350 Nautilus Drive Boulder, CO 80301	Phone: (303) 381-7500 Fax: (303) 381-7501 Website: http://www.unavco.org/

INSTRUCTIONS TO VENDORS	
COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR PROPOSAL AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION." PLEASE RETURN ALL PAGES OF THE RFP WITH YOUR SUBMISSION.	Mark Face of Envelope/Package: RFP Number: P051214 RFP Due Date: June 16, 2014
	Special Instructions: Proposals sent by fax must have a cover sheet noting the total number of pages being sent.

VENDORS MUST COMPLETE THE FOLLOWING	
Payment Terms: Net 30 days	Delivery Date:
VENDOR Name/Address:	Authorized VENDOR Signatory: <i>(Please print name and sign in ink)</i>
VENDOR Phone Number:	VENDOR FAX Number:
VENDOR E-mail Address:	VENDOR Web Address:
A signed 2014 W-9 must be submitted before award will be made.	
IMPORTANT: PLEASE INITIAL ALL PAGES AT THE LOWER RIGHT HAND CORNER TO ACKNOWLEDGE AND SIGNIFY THAT VENDOR HAS READ AND UNDERSTOOD EACH PAGE.	

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SECTION 1: GENERAL CONDITIONS

1.1 INTRODUCTION

UNAVCO, Inc. (hereinafter referred to as "UNAVCO") is announcing its interest in securing responses from qualified Professional Employer Organizations ("PEO"), who can demonstrate written evidence of past performance and business endeavors that align with the purpose, values, and vision of UNAVCO, to provide exemplary cost-effective human resource service solutions as described within this Request for Proposals ("RFP").

UNAVCO encourages participation by "minority owned business", "women-owned business" or a "business owned by a Person with a disability" as those terms are defined in the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575, et seq.

UNAVCO invites vendors to submit proposals in accordance with the terms and conditions of this RFP. This RFP provides the requirements and evaluative criteria and requests a detailed response from all prospective vendors, including pricing and service descriptions, in a specified format.

1.2 PURPOSE

The purpose of this RFP is to allow UNAVCO to identify the most qualified Vendor who, after Evaluation Committee approval, will be invited to negotiate a contract with UNAVCO to provide exemplary cost-effective human resource service solutions and manage employee risks as described in Section 3 of this RFP.

UNAVCO will be entering into one contract for these services for the period of three (3) years with an option to renew annually for up to two (2) additional one (1) year periods subject to:

- 1) Exemplary performance evaluations by UNAVCO and other qualified entities;
- 2) Availability of funds as determined by UNAVCO; and
- 3) Changes in programmatic or service related needs as determined in the sole discretion of UNAVCO.

The contract may also be affected by any changes in statute or rule that may arise during the contract period or by amendments to UNAVCO's annual Workforce Services Plan as approved by the National Science Foundation (NSF). Said limitations, however, do not render the contract illusory because UNAVCO is a non-profit created entity that relies on federal funding and as such the contract will delineate the notice that UNAVCO will provide the Vendor to prevent issues of reliance. UNAVCO issues this RFP with the explicit understanding that minor and major changes may be made, up to and including the option to rescind this RFP in its entirety, if such is in the best interest of UNAVCO.

SECTION 2: SCOPE OF WORK

2.1 GENERAL STATEMENT

UNAVCO is seeking responses from qualified Professional Employer Organizations (PEOs) who can demonstrate written evidence of past performance and business endeavors that align with the purpose, values, and vision of UNAVCO, to provide exemplary cost-effective human resource service solutions and manage employee risks as outlined in this Section of the RFP. Vendors should note that partial responses to proposed services, as determined by UNAVCO, will be deemed non-responsive and will disqualify the Vendor from further consideration. To ensure full coverage of all required service components and to promote collaboration among qualified organizations, Vendors may propose written subcontracting arrangements with other qualified partners as long as the qualifications and costs associated with such proposed subcontracts are clearly identified in the Proposal, and there is sufficient justification for the subcontract.

2.2 VENDOR'S QUALIFICATIONS

Qualified Vendors shall provide a written summary demonstrating exemplary past experience in expeditiously and efficiently providing the services of a Professional Employer Organization (PEO) to include:

1. Written evidence of past performance and business endeavors that align with the purpose, values, and vision of UNAVCO.
2. Number of years the PEO has been in business in the United States. Indicate if the PEO is a State of Colorado based corporation and whether it has offices in UNAVCO's service area nationwide. Provide a copy of your State License. Indicate your Federal Employer Identification Number and if the PEO has been certified as a Minority Business Enterprise for the purposes of doing business with state government, include a copy of Minority Business Enterprise Certification.
3. Membership in a National Association or Organization to assure UNAVCO that the PEO is current with industry developments. If not a member of a National Association or Organization you must explain how you stay abreast of industry developments.
4. Membership in Employer Services Assurance Corporation (ESAC), or provide information allowing UNAVCO to assure UNAVCO that its employees and employment taxes will be paid and benefit payments will be assured in the event of payment default by the PEO.
5. Workers' Compensation Certification Program evidencing that the PEO's risk management program is meeting proven insurance industry risk management best practices to reduce work-related accidents and control losses.
6. Any additional Industry Recognized Awards/Certifications.
7. Identify the PEO's workers' compensation carrier, the rating of the carrier, how long the PEO has been with the carrier, and what coverage commitment the PEO has for the future.

8. Credentials and experience of the PEO's administrative, human resources, and risk management staff and indicate the average staff tenure and turn over with the organization.
9. Professional and client references, including bank and credit references. The PEO shall demonstrate that payroll taxes and insurance premiums have been paid consistently and timely.
10. Identify how the employee benefits are funded, indicating if they are fully insured nationwide or partially self-funded. Who the third party administrator(s) or carrier(s) are and provide written evidence of the financial viability of these organizations.
11. Indicate if the PEO offers a Client Defense Program and up to what dollar amount will the PEO pay for legal fees for the defense of qualified employee lawsuits filed against UNAVCO.
12. Indicate if the PEO offers Employment Practices Liability Insurance (EPLI) coverage. Identify the PEO's insurance carrier, the coverage per claim and overall aggregate, the deductible per claim. Indicate the type of claims included in the coverage.

Qualified Vendors shall describe their organization's financial viability with particular attention given to the Vendor's ability to continue in business for the duration of the contract period(s). The description should include an analysis of operation data for the last three (3) years and a trend analysis noting prospectively how the organization believes operations will continue based on historical results. The description should include the number of years in operation.

2.3 SERVICES TO BE PROVIDED

The Vendor shall serve as a Professional Employer Organization (PEO) for UNAVCO. Provide benefits, payroll processing, and serve as the employer of record for UNAVCO which includes supplying statutory benefits such as employee tax withholdings, workers compensation, and employer unemployment tax withholdings.

The following are the services to be provided by a qualified Professional Employer Organization (PEO) for approximately 100 employees nationwide receiving payroll every two (2) weeks made through electronic deposits or through issuing checks:

A. Human Resource Management

UNAVCO requires the Vendor to provide a detailed description of their human resource management services to include:

1. Personnel Consultation and Assistance (Hiring/Firing, Discipline)
2. Unemployment Claims Handling
3. Compliance with Employment Laws and Regulations (Americans with Disability Act, FMLA, etc.)
4. Employee Background Checks

B. Workers' Compensation/Safety

UNAVCO requires the Vendor to provide a detailed description of their workers' compensation/safety services to include:

1. Workers' Compensation Claims Handling
2. Compliance with Workers' Compensation Laws
3. Investigation of Employee Claims
4. Fraudulent Claims Reward Program
5. Managed Care Program
6. Preparation/Compliance with OSHA Regulations
7. Safety Policies, training, assessments and Inspections

C. Employee Benefits

UNAVCO requires the Vendor to provide a detailed description of their benefits to include:

1. Workers' Compensation Insurance (mandatory)
2. Reduce time spent procuring and administering employee benefit plans
3. Enroll employees in all benefit plans
4. Respond to employee benefit inquiries, claims and complaints
5. Multiple Preferred Provider Organizations
6. Health Insurance
7. Dental Insurance
8. Vision Care
9. Group Life and AD&D
10. Disability Insurance (STD, LTD)
11. Prescription Card
12. Track Eligibility Dates for Benefits, Conduct online Enrollments
13. Assume COBRA, HIPAA, ERISA Portability Compliance
14. HSA Plan
15. Employee Assistance Program
16. Supplemental benefits (Voluntary)
17. Flexible Spending Account Plan

D. Payroll

UNAVCO requires the Vendor to provide a detailed description of their payroll services to include:

1. Report Hours
2. Computation and Preparation of Payroll
3. Cloud-based timecard system with payroll register
4. Job cost information downloadable to Microsoft Dynamics SL or payroll summary uploadable to PEO payroll system
5. Direct Deposit
6. Deductions for Child Support, Levies, and Garnishments
7. PTO request processing
8. Payroll register review before processing available
9. Employee expense reimbursements
10. Withhold Income Taxes and FICA
11. Complete Quarterly Tax Filings
12. Complete W-4s, I-9s, and W-2s,
13. Payroll assistance
14. Employer Verification
15. Employee Earnings Records
16. Standard Reports list
17. Customized Reporting of Payroll Costs

E. Training Programs

UNAVCO requires the Vendor to provide a detailed description of their training programs to include:

1. Schedule of Trainings/Seminars Offered
2. Cost to UNAVCO to attend/participate Trainings/Seminars
3. Workers' Compensation/Safety Training and Assessment

F. Online Services

UNAVCO requires the Vendor to provide a detailed description of their online services to include:

1. Time and Attendance
2. On-off boarding
3. HRIS custom fields
4. Employee Portal, Handbook, Forms, etc.
5. Access – Reporting, Data Change Requests, New Hire Enrollment and Payroll Entry
6. Online Yearly Benefits Enrollment
7. Online access for Employees to change/update their personal information easily and 24/7
8. Helpdesk availability

G. Others

Provide a comprehensive list of other service offerings that might be beneficial to UNAVCO.

2.4 PRICE FOR PROFESSIONAL EMPLOYER ORGANIZATION (PEO) SERVICES

UNAVCO requires the Vendor to provide detailed, itemized pricing for each service provided in Section 3.3 of this RFP to include all applicable costs and fees to UNAVCO. The Vendor shall indicate the thresholds for changes in costs and fees and whether it is an increased or decreased cost/fee. The Vendor shall indicate if there are any other costs to UNAVCO.

1. Each bidder must develop and submit a line item budget for all services to be provided based upon past experience, information provided in this RFP, and anticipated fees. Itemize all applicable fees, detailing all elements including your company's fee for service for the following:
 - i. Calculate the total salary and applicable fees for the initial payroll, including salaries, fringe benefits, service fees, and all start up fees/costs.
 - ii. Calculate the total salary and applicable fees for subsequent routine payrolls, including salaries, fringe benefits, and service fees.
2. Provide a complete list of all fees.
3. Combined Rates for Services Provided
4. Provide an annual estimate for all fees based on the estimated annual number of 100 employees for 26 payroll cycles.

2.4.1 INSURANCE BENEFITS COST

The Vendor shall provide the following cost in their budget:

1. Carriers of and cost per employee per month for life/AD&D Insurance
 - a. Company Provided
 - b. Voluntary
2. Carriers of and cost per employee per month for Short and Long-term disability Insurance

- a. Company Provided
 - b. Voluntary
3. Carriers and Cost per employee per month of Dental Plans using the data from the attached Census for assumed coverage for each employee
4. Carriers and Cost of Vision Plans per employee per month using the data from the attached Census for assumed coverage for each employee
5. Carriers and Cost of Medical Plans - must include Kaiser, PPO and HDHP plans for AK, CA, CO, MA, ME, NM, OR, WA, and other states as necessary overtime (basically national coverage).
 - i. Provide cost per employee per month based on the data from UNAVCO's Census available per request only.
6. Ability for UNAVCO Supplement to offset Medical, Dental and Vision.
7. Guaranteed rates for how long?

Additionally, UNAVCO requires the Vendor to provide a sample of their invoice, itemizing applicable costs and fees to include the following;
Employer Taxes:

- i. Social Security
- ii. Medicare
- iii. Federal Unemployment
- iv. State Unemployment

SECTION 3: VENDOR RESPONSIBILITIES & SPECIFICATIONS

3.1 STAFFING LEVELS AND FUNCTIONS

The Vendor shall maintain sufficient staff to deliver the agreed upon Professional Employer Organization (PEO) services as specified in the Vendor's Proposal.

Upon execution of the contract, the Vendor must provide a current organizational chart listing positions and lines of authority. UNAVCO would prefer to have one Human Resources representative and one Payroll representative assigned to our account.

The Vendor must submit written notification, within five (5) working days, to UNAVCO of changes in key staff. When the position is filled, UNAVCO shall be notified in writing of the identity and qualifications of the new incumbent.

3.2 PROFESSIONAL QUALIFICATIONS

- ✓ A Vendor may be an individual or a business corporation, partnership, firm, joint venture or other legal entity duly organized and authorized to do business in the City of Boulder, financially sound and able to provide the services being procured by UNAVCO.
- ✓ If a Vendor has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information and UNAVCO discovers it thereafter, then UNAVCO could terminate the contract.
- ✓ Each Vendor must be in good standing with any Federal, State, or Municipality that has or has had a contracting relationship with the firm. Therefore, if a Federal, State, or Municipal entity has terminated any contract with an Vendor for deficiencies or defaults, that Vendor is not eligible to submit a Response to this Solicitation.
- ✓ If Vendor is not in good standing with any Federal, State or Municipality this must be disclosed.
- ✓ Vendor must have and maintain all necessary insurance to cover malpractice liability and workers' compensation and submit proof of it with their proposal submission.
- ✓ Vendor shall fill out the UNAVCO Vendor Certifications and Representations form located in Section 7.
- ✓ Vendor shall include their W-9 form for 2014.
- ✓ Vendor shall send us their Small Disadvantaged Business Certification (SDB) (if applicable).
- ✓ Vendor name shall not be posted on the Federal Debarred Vendors list at <https://www.sam.gov/>.
- ✓ Vendor shall show registration with CCR at <https://www.sam.gov/>.

3.3 MONITORING AND PERFORMANCE REQUIREMENTS

Vendors must comply with the requirements of UNAVCO's contract with reference to monitoring by UNAVCO. UNAVCO will monitor for compliance on an ongoing basis during the fiscal year. The Vendor also agrees to fully cooperate with UNAVCO in the conduct of performance audits as applicable.

The Vendor agrees to include the applicable monitoring and performance requirements in all approved subcontracts and assignments that result from this RFP.

UNAVCO will conduct quality assurance reviews during the contract period for the following purposes:

- 1) To assess the quality of services provided under this contract;
- 2) To determine compliance with UNAVCO requirements;
- 3) The extent to which key indicators of performance are being achieved; and
- 4) To validate internal quality improvement systems and findings.

3.4 RECORDS AND DOCUMENTATION

During the term of the contract, the Vendor shall maintain accurate records and any documentation required by the State and/or Federal regulations. The Vendor shall provide copies of all such documentation and records as determined by UNAVCO. After termination of the contract, the Vendor shall be required to keep all records a period of five (5) years from the time of service as well as five (5) years from the close of an audit.

The Vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Vendor further agrees to hold harmless, defend, and indemnify UNAVCO from any claim or damage, including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Vendor of confidential records at its expense. The Vendor shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by UNAVCO upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

3.5 VENDOR UNIQUE ACTIVITIES

The Vendor and UNAVCO, in the performance of the contract, shall be considered co-employers of those employees covered in attached Census.

The Vendor shall hold confidential all information relating to UNAVCO personnel, which is obtained by the Vendor under the resulting contract and shall not use the information obtained in any manner except as permitted by law.

The Vendor shall be knowledgeable of and in full compliance with all state and federal laws, rules, and regulations as amended from time to time that affects or may affect the subject areas of this contract including, but not limited to, the authorities listed in the applicable sections of this RFP. The Vendor shall request technical assistance from UNAVCO when deemed necessary to facilitate compliance with these authorities. UNAVCO's failure to provide such technical assistance does not relieve the Vendor of its responsibilities to ensure compliance with all state and federal laws, rules and regulations or performance under the terms of the contract.

3.6 UNAVCO DETERMINATION

UNAVCO reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of UNAVCO, its employees, and the customers who are served by UNAVCO either directly or through any one of its Vendors. The absence of UNAVCO setting forth a specific reservation of rights does not subject other areas of the contract resulting from this RFP to mutual agreement.

3.7 REQUIRED REPORTS

Vendors must comply with the requirements of UNAVCO's contract with reference to reporting requirements by UNAVCO. UNAVCO will monitor for compliance on an ongoing basis during the fiscal year. All Vendors should note UNAVCO requires that reporting be timely. As such, it is expected that 100% of required reports are submitted on or before the due date unless approved in writing by UNAVCO.

The Vendor agrees to include the applicable reporting requirements in all approved subcontracts and assignments that result from this RFP.

SECTION 4: FINANCIAL SPECIFICATIONS

4.1 FUNDING SOURCES

UNAVCO is a recipient of Federal Funds. Accordingly, the contract will require fiscal and compliance audits as mandated by Federal regulations.

4.2 COST ALLOCATION, ALLOWABLE COSTS, AND DISALLOWANCES

UNAVCO has the responsibility to ensure contracted costs are necessary, reasonable, and allowable as defined by Federal standards.

4.3 PRICING

4.3.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this RFP, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to UNAVCO unless specifically excluded. Proposal prices shall include any and all transportation costs. The Vendor shall be paid, except as otherwise stated in this RFP, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified UNAVCO location(s).

4.3.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed proposal price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Vendor in accomplishing the work in accordance with the provisions of the contract.

IF VENDOR CANNOT MEET ANY PARTICULAR REQUIREMENT, PLEASE PROVIDE DETAIL EXCEPTIONS NEXT TO THAT REQUIREMENT. VENDORS THAT CANNOT MEET ALL REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD. THIS INFORMATION MAY BE CONSIDERED FOR WRITING FUTURE PROPOSALS' SPECIFICATIONS.

SECTION 5: PROPOSAL PREPARATION**5.1 PROPOSAL OUTLINE**

This section sets forth the manner and content in which the proposal is to be compiled as follows:

1) Company Narrative

State your company's mission, vision, and its overall operation including company structure, office locations, type of services provided, geographic information, years of operation, certificate of insurance and company requirements for criminal background checks, if any, for employees.

2) Vendors for Professional Employer Organization

Provide a detailed description for the Professional Employer Organization Services proposal as specified in Article II. Specify any additional services that will be provided by the Vendor as specified in Section 2.2: Services to be Provided.

3) Vendor's Experience

Describe your company's current or past experience in providing Professional Employer Organization Services including years in operation, skill level, and experience. Please include a list of completed projects of similar size and scope as the project in this RFP and specify the location of the project, along with three (3) references as specified in Section 2.1: Vendor's Qualifications.

4) Fiscal management Information Narrative

Provide a brief description of your company's accounting system, internal controls, and invoicing.

5) Budget Information

Itemize the structure for Professional Employer Organizations, including delivery charges, and include any other fees not outlined in Section 2.3: Price for Professional Employer Organization (PEO) Services.

6) Required Documents

Proposals must include the following required documents signed by the authorized representative:

- i. Disclosure of Potential Conflict of Interest (Appendix A)
- ii. Certification Regarding Drug-Free Workplace (Appendix B)
- iii. Certification Regarding Debarment (Appendix C)
- iv. Statement of Non-Discrimination (Appendix D)
- v. Certification Regarding Lobbying (Appendix E)

SECTION 6: PROPOSAL REVIEW PROCESS**6.1 OVERVIEW OF THE PROPOSAL REVIEW PROCESS**

UNAVCO will review and score each Proposal submitted in response to this RFP. As outlined within this section, UNAVCO will follow a Proposal review process to score Proposals, and all proposals that are scored will be presented to the full UNAVCO Board along with the recommendation that the Board approve the start of negotiations with the highest scoring proposal. If terms and conditions cannot be successfully negotiated within a timeframe set by UNAVCO, then the second highest scored proposal will be contacted and the negotiations begin with that entity. The Proposal review process will be conducted as follows and in the order listed below:

Step	Process	Scoring
1. Agency Overview	Company profile, structure and geographic information.	Points are awarded for this section.
2. Services	Members of the Committee will independently review and score the services to be provided response of each Proposal in Section 2.3.	Points are awarded for this section.
3. Vendor Experience	Members of the Committee will independently review and score the vendor experience response of each Proposal in Section 2.2.	Points are awarded for this section.
4. Fiscal Management Information	Members of the Committee will independently review and score the Fiscal Information response of each Proposal in Section 5.0.	Points are awarded for this section.
5. Budget	Members of the Committee will independently review and score the Price for PEO Services response of each Proposal in Section 2.4.	Points are awarded for this section.
6. Required Documents	Members of the Committee will independently review and score the required documents response of each Proposal in Section 5.1.	Points are awarded for this section.

7. Total Score	The highest scoring Proposal is recommended to UNAVCO's President for Contract Award.	Proposals are ranked by score.
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6.2 TOTAL PROPOSAL SCORE

The highest scoring Proposal is recommended to UNAVCO's President for award; however, the Evaluation Committee shall select the proposal they determine to be in the best interest of UNAVCO.

6.3 FINAL DETERMINATION

After completion of the Proposal review and scoring process, the Evaluation Committee will present a summary of all proposals that were scored to UNAVCO's President and recommend approval to begin contract negotiations with the highest scored proposal. The Committee shall also ask the President for approval to begin contract negotiations with the next highest scored proposal if a contract cannot be successfully negotiated within a timeframe as set by UNAVCO.

SECTION 7: PROPOSAL SPECIFICATIONS**7.1 INSTRUCTIONS TO VENDORS****7.1.1 Purchasing Agent Contact Information.**

Tim Reeme/UNAVCO, Inc.
Address: 6350 Nautilus Drive/Boulder, CO 80301
Telephone Number: (303) 381-7500/Fax Number: (303) 381-7501/E-mail Address: reeme@unavco.org

7.1.2 Examination of Solicitation Documents and Explanation to Vendor. Vendor are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost of goods or performance of any work. Failure to do so will be at the sole risk of the Vendor. Should the Vendor find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the Vendor shall promptly notify the Purchasing Agent in writing. The Vendor making such request will be solely responsible for its timely receipt by the Purchasing Agent. Replies to such notices may be made in the form of an addendum to the solicitation.

7.1.3 Interpretation or Representations. UNAVCO assumes no responsibility for any interpretation or representations made by any of its agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

7.1.4 Acknowledgment of Addendum. If the RFP is amended, then all terms and conditions that are not modified remain unchanged. It is the Vendor's responsibility to keep informed of any changes to the solicitation. ***Vendor must sign and return with their proposal an Acknowledgment of Addendum for any addendum issued.*** Proposals that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

7.1.5 Valid Period of Offer. The Pricing terms and conditions stated in your submitted proposal must remain valid for ninety (90) days from the date of delivery of the proposal to UNAVCO.

7.1.6 Extension of Prices. In the case of error in the extension of prices in the proposal, the unit price will govern. In a lot proposal, the lot price will govern.

7.1.7 Proposal Preparation Costs. The costs for developing and delivering responses to this RFP are entirely the responsibility of the Vendor. UNAVCO is not liable for any expense incurred by the VENDOR in the preparation and presentation of their proposal or any other costs incurred by the VENDOR prior to execution of a purchase order or contract.

7.2 PROPOSAL SUBMISSION

7.2.1 Proposals Must Be Sealed and Labeled. Quotes must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP #P051214. ***Proposals must be received at the receptionist's desk of UNAVCO Procurement Office prior to 5 p.m., local time on the Due Date specified on the coversheet.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the proposal.

7.2.2 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the Vendor sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

7.2.3 VENDOR Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Vendor signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude UNAVCO from obtaining the best possible supply or service.

7.3 CHANGE OR WITHDRAWAL OF PROPOSALS

7.3.1 Change or Withdrawal PRIOR to Proposal Opening. Should any VENDOR desire to change or withdraw a proposal prior to the scheduled opening, the Vendor may do so by making such request in writing to the Purchasing Agent listed in Section 1.1.1 above. This communication must be received prior to the date and hour of the proposal opening by a request in writing or facsimile to the Purchasing Agent (e-mail notices containing prices are not allowed and will be disqualified).

7.3.2 Change AFTER Proposal Opening But Prior to Proposal Award. After proposals are opened, they may not be changed except to correct patently obvious mistakes and minor variations. The Vendor shall submit verification of the correct proposal to UNAVCO prior to the final award by UNAVCO.

7.4 PROPOSAL AWARDS

7.4.1 Basis for Award. A contract will be awarded to the responsible Vendor whose proposal is determined to be the most advantageous to UNAVCO, taking into consideration the price and such other factors or criteria which are set forth in this RFP.

7.4.2 Disqualification. The Proposal of a vendor who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will be rejected.

7.4.3 Rejection of Proposals. While UNAVCO has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by UNAVCO to award and execute a contract. Upon a determination such actions would be in its best interest, UNAVCO, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any/all/late Proposals or portions thereof; or
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- If awarded, terminate any contract if UNAVCO determines adequate state funds are not available.

7.4.4 Contract Inception. This RFP is not a contract offer. Acceptance of a proposal neither commits UNAVCO to award a contract to any vendor, even if the RFP meets all requirements stated in this RFP, nor limits our right to negotiate in our best interest. We reserve the right to contract with a Vendor for reasons other than price.

7.5 POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an VENDOR is selected and the selection is announced by the Purchasing Agent, ***VENDOR are not allowed to communicate with any UNAVCO staff or officials regarding this procurement, except at the direction of Tim Reeme,*** the Purchasing Agent in charge of the solicitation. Any unauthorized contact may disqualify the Vendor from further consideration.

Insurance questions should be addressed to the Human Resources Manager:

Laura Myers-Wagner/UNAVCO, Inc.

Address: 6350 Nautilus Drive/Boulder, CO 80301

Telephone Number: (303) 381-7500/Fax Number: (303) 381-7501/E-mail Address: myers@unavco.org

SECTION 8: RFP TERMS AND CONDITIONS

NOTICE TO VENDORS: All proposals are subject to the provisions of this RFP terms and conditions specific to this RFP, the Proposal Specifications, and UNAVCO Terms and Conditions.

UNAVCO objects to and will not evaluate or consider any additional terms and conditions submitted with an VENDOR response. This applies to any language appearing in or attached to the document as part of the VENDOR response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the VENDOR agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

CONFLICTS OF INTEREST: Vendor shall not give money or any other thing of value to members of UNAVCO's Evaluation Committee or to any employee of UNAVCO.

ORAL AGREEMENTS OR ARRANGEMENTS: Any alleged oral agreements made by the Vendor with any UNAVCO employee will be disregarded in any proposal evaluation or associated award.

OWNERSHIP OF PROPOSALS: Proposals and any other materials submitted by Vendor in response to this RFP will become the exclusive property of UNAVCO upon receipt and will not be returned.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for proposals, small purchases, or limited solicitations ONLY if they are completely received by UNAVCO Purchasing Agent prior to the time set for receipt. Proposals or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are ONLY accepted on an exception basis with prior approval of the Purchasing Agent.

DEBARMENT AND SUSPENSION: Pursuant to OMB Circular No. A-110 the Vendor shall comply with the non-procurement debarment and suspension common rule, "Debarment and Suspension." This common rule restricts subawards and Contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

MULTI-YEAR CONTRACTS: Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to UNAVCO to support continuation of performance in any fiscal year succeeding the first fiscal year and/or if the Vendor's performance is not satisfactory. UNAVCO will notify the Vendor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding fiscal year. In the event of cancellation, the Vendor will be reimbursed for those costs, if any, which are so provided for in the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

SECTION 9: VENDOR CERTIFICATIONS & REPRESENTATIONS

The VENDOR represents and certifies as part of its proposal that:
(Please answer all following questions and check/complete all applicable boxes/blocks.)

K.1 Type of Business Organization

The VENDOR, _____ by checking the applicable box, represents that:

- a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.
- b) If the VENDOR is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.2 Certification regarding Debarment, Suspension, etc.

The VENDOR certifies, to the best of its knowledge and belief, that:

I. The VENDOR and/or any of its principals:

- (a) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
- (b) Have ☐, have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of 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 commission of embezzlement, theft, forgery, bribery, falsification or 'destruction of records, making false statements, or receiving stolen property; and,
- (c) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the above offenses.

II. The VENDOR has ☐, has not ☐, within a 3-year period preceding this offer, had one or more federally-funded contracts/subcontracts terminated for default.

K.3 Small Business, Woman-Owned Small Business, and Small Disadvantaged Business Subcontracting Plan Socio-Economic Status Certification

The Vendor may be required to submit Small Business, Woman-Owned Small Business, and Small Disadvantaged Business (SB/WOSB/SDB) Subcontracting Plan to its customer under the prime contract, and the VENDOR may be required to submit a SB/WOSB/SDB Subcontracting Plan to the Vendor under any proposed subcontract hereunder. With respect to such requirements, the VENDOR hereby represents and certifies that its socio-economic status is as follows: (check all applicable boxes).

- 1) ☐ Small Business ☐ Large Business ☐ Non-Profit Business ☐ Foreign Business (Non-US)

- 2) ☐ Disadvantaged Business _____
- 3) ☐ Woman-Owned Business
- 4) ☐ Labor Surplus Area Business
- 5) ☐ Historically Black College & University/Minority Institution
- 6) ☐ Nonprofit Agency for the Blind and Other Severely Handicapped
- 7) ☐ Economically Disadvantaged Indian tribe or Native Hawaiian Organization

K.4 Certification of Non-Segregated Facilities (FAR 52.222-21) (applicable to orders/bids over \$10,000)

a) "Segregated facilities," as used herein, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.

b) By the submission of this offer, the Vendor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Vendor agrees that a breach of this certification is a violation of the Equal Opportunity clause in the subcontract.

c) The Vendor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

- 1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- 2) Retain the certifications in the files; and,
- 3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

K.5 Certification Regarding A Drug-Free Workplace (FAR 52.223-5) (applicable to orders/bids over \$25,000 for a business concern; or any dollar amount for an individual)

a) "Drug-free workplace" means the site(s) for the performance of work done by the subcontractor in connection with a specific subcontract at which employees of the subcontractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

b) By submission of its offer, the VENDOR, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that it will, not later than 30 calendar days after subcontract award:

- 1) Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subcontractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Establish an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the subcontractor's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and, the penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide all employees with a copy of the statement required by (b) (1) above.
- 4) Notify all employees, in writing, in the statement required by (b) (1) above, that as a condition of continued employment, the employee must abide by the terms of the statement; and notify the employer, in writing, of the employee's conviction under a criminal drug statute for a violation occurring in the workplace not later than five calendar days after such conviction.
- 5) Notify the Vendor in writing within five calendar days after receiving employee notice referred to above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.
- 6) Within 30 calendar days after receiving employee notice referred to above, take appropriate personnel action against such convicted employee, up to and including termination; or, require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes.
- 7) Make a good faith effort to maintain a drug-free workplace through implementation of (b) (1) through (b) (6) of this provision.

c) By submission of its offer, the VENDOR, if an individual who is making an offer of any dollar value, certifies and agrees that the VENDOR will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the subcontract resulting from this solicitation.

d) Failure of the VENDOR to provide the certification required by (b) or (c) of this provision, renders the VENDOR unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a) (2) (i)).

K.6 Previous Contracts and Compliance Reports (FAR 52.222-22) (applicable to orders/bids over \$50,000 and 50 or more employees)

The VENDOR represents that:

- a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- b) It ☐ has, ☐ has not, filed all required compliance reports; and,
- c) Representations indicating submission of required compliance reports, signed by the offer OR's proposed subcontractors, will be obtained before subcontract award.

K.7 Affirmative Action Compliance (FAR 52.222-25) (applicable to orders/bids over \$50,000 and 50 or more employees)

The VENDOR represents that:

- a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or,
- b) It ☐ has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.8 Clean Air And Water Certification (FAR 52.223-1) (applicable to orders/bids over \$100,000)

The VENDOR certifies that:

- a) Any facility to be used in the performance of this proposed subcontract is ☐, is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b) The VENDOR will immediately notify the Vendor, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the VENDOR proposes to use for the performance of the subcontract is under consideration to be listed on the EPA List of Violating Facilities; and,
- c) The VENDOR will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt sub-subcontract.

K.9 Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions (FAR 52.203-11) (applicable to orders/bids over \$100,000)

- a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

- b) The VENDOR, by signing its offer, hereby certifies, to the best of its knowledge and belief, that on or after December 23, 1989:

- 1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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, on his or her behalf, 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 (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence 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, on his or her behalf, in connection with this solicitation, the VENDOR shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Vendor; and,
- 3) The VENDOR will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- c) Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.10 Anti-Kickback Procedures (FAR 52.203-7) (applicable to orders/bids over \$100,000)

- a) "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Vendor, prime Vendor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Vendor in connection with a subcontract relating to a prime contract.

b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to kickback; or,
- 3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Vendor to the United States or in the contract price charged by a subcontractor to a prime Vendor or higher tier subcontractor.

c) The VENDOR shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

d) When the VENDOR has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the VENDOR shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head contracting agency if the agency does not have an inspector general, or the Department of Justice.

e) The VENDOR agrees to incorporate the substance of this clause, including this subparagraph but accepting subparagraph (c), in all subcontracts under this contract which exceed \$100,000.

SECTION 10: UNAVCO TERMS AND CONDITIONS

1) **DEFINITIONS.** As used in this contractual agreement, the below terms shall have the following meanings: (a) "Vendor", "Buyer" or "UNAVCO" means the legal entity purchasing the supplies/services; (b) "Subcontract," "Seller," "Supplier," or "Vendor" means the legal entity that has entered into this agreement with the Buyer; (c) "Contract," "Subcontract," "Purchase Order," "Agreement," and "Order" (whether capitalized or not) are used interchangeably and refer to this contractual instrument; (d) "Government" means the Government of the United States; and (e) "Prime Contract" means the Government contract, grant or cooperative agreement under which this order is issued.

2) **APPLICABLE LAW.** This Order shall be governed by and construed in accordance with the laws of the State of Colorado.

3) **COMPLIANCE WITH LAWS.** Seller warrants that all goods provided under this Purchase Order have been produced and all services performed are in compliance with applicable federal, state and local laws, ordinances, codes, rules, regulations or standards, including without limitation, the Fair Labor Standards Act, those pertaining to the manufacture, labeling, invoicing and sale of such goods or services, environmental protection, immigration, employment and occupational safety and health. Sellers who perform any work or provide any services within the United States also warrant that they shall at all times comply with applicable provisions relating to government Vendors and subcontractors, which provisions, and any contract clauses required under such provisions, are incorporated into this Purchase Order by reference as if set forth in full, including: the reporting, record keeping and **affirmative action requirements** set forth in 41 CFR § 60-1, et seq.; the incorporation of the Equal Employment Opportunity Clause of Executive Order 11246 (as amended), pursuant to 41 CFR § 60-1.4; the maintenance of non-segregated facilities as required by 41 CFR § 60-1.8; the provisions of 41 CFR § 60-250.4 relating to disabled and Vietnam era veterans; and the provisions of 41 CFR § 60-741 relating to workers with disabilities. Where legally required, Seller shall include these clauses in its purchase orders and subcontracts supporting this Purchase Order and shall, at UNAVCO's request, certify to all of the foregoing.

4) **FINANCIAL RECORDS AND AUDIT.** The Agreement Holder shall preserve and make available its accounting records and documents for examination and audit by the cognizant U.S. Government agency and the Comptroller General of the United States, UNAVCO, Inc. or their authorized representatives: (1) until the expiration of three years from the date of termination of the Agreement; (2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the U.S. Government ("USG") grant officer to dispose of the records (USG follows generally accepted accounting practices in determining that there has been proper accounting and use of funds); the Agreement Holder agrees to make available any further information requested by the cognizant U.S. Government agency with respect to any questions arising as a result of the audit; and (3) if any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5) **SETOFF.** Buyer shall have the right at all times to set off any amount due or payable to Seller hereunder against any claim or charge Buyer may have against Seller.

6) **TAXES:** UNAVCO is exempt from all federal, state, and local taxes. UNAVCO shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to UNAVCO.

7) **PATENT, COPYRIGHT AND TRADEMARK INDEMNITY.** Seller agrees to indemnify, defend, and hold harmless Buyer, its customer, and those for whom Buyer may act as agent, from any costs, expenses, damages, or liability that Buyer may incur as a result of any proceedings charging infringement of any patent, copyright, or trademark by reason of sale or use of any supplies/services/data furnished by Seller. Seller shall have no liability regarding alleged patent infringement for supplies furnished to Buyer in accordance with Buyer's design specifications.

8) **WARRANTY OF SUPPLIES/SERVICES.** Seller warrants that all supplies/services furnished under this Order shall conform to the Buyer's drawings, specifications, or other description and will be of good material and workmanship and free of defects. Seller further warrants that the supplies/services will meet Seller's published specifications and standards, will be new (not used or reconditioned), merchantable and suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Supplies/services that do not conform to the above warranties may, at any time within twelve (12) months after delivery to Buyer, be rejected and returned to Seller, at Seller's expense, for correction or replacement. If Seller does not promptly correct or replace same, Buyer may correct or replace the nonconforming supplies/services at Seller's expense. The foregoing warranties are in addition to all other warranties expressed or implied by law including incidental or consequential damages.

9) **PRICE WARRANTY.** Seller warrants that the price(s) charged for the supplies/services specified in this order do not exceed the selling price(s) Seller charges its most favored customer for the same or substantially similar items, whether sold to the Government or to any other purchaser, taking into account the quantity purchased and terms and conditions of sale. Seller further agrees that in the event of an announced price reduction prior to complete shipment of supplies or performance of services, said price reduction shall be passed on to Buyer for supplies remaining to be shipped or services still to be performed.

10) **CHANGES.** Changes in the terms and conditions of this Order may be made only by written agreement of the parties.

11) **DISPUTES.** Any dispute arising under this order that is not settled by agreement between the parties may be settled by appropriate legal proceedings in any court of competent jurisdiction. Pending final resolution, Seller shall proceed with the performance of this order in accordance with Buyer's instructions.

12) **TERMINATION FOR DEFAULT.** Buyer may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate this order in whole or in part by written notice of default if Seller: (a) fails to

deliver the supplies or perform the services within the time specified; (b) fails to make sufficient proceedings under bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or Seller makes an assignment for the benefit of creditors, Buyer may terminate this order, without liability, except for deliveries previously made and for supplies completed and subsequently delivered in accordance with the terms of the order. In the event of Seller's insolvency, Buyer shall have the right to procure the balance of this order from others without liability.

17) **INSURANCE.** Applicable only if Seller enters Buyer's facility; Seller shall maintain insurance in at least the following amounts: (a) Comprehensive General Liability: \$250,000 minimum per person and \$500,000 minimum per accident for bodily injury, and \$100,000 property damage; (b) Automobile Insurance: \$250,000 per person and \$500,000 per accident for bodily injury and \$100,000 per accident for property damage; (c) Standard Workmen's Compensation and Employer's Liability Insurance: in the minimum amount of \$100,000 or such greater amount as may be proper under applicable state or federal statutes. If any of the work is to be performed on Buyer's or Buyer's customer's premises, Seller shall, if so requested, furnish Buyer certificates of such insurance prior to commencement of work. Upon Seller's failure thereof, Buyer may obtain, at Seller's expense, the insurance coverage required for such compliance. Seller also agrees to provide insurance for all Buyers' property in Seller's possession against loss or damage resulting from fire or theft, including extended coverage, malicious mischief and vandalism. Buyer shall be given at least ten (10) days advance written notice of cancellation of any such insurance.

18) **NOTICE OF LABOR DISPUTES.** When an actual or potential labor dispute or other condition delays or threatens to delay the timely performance of this order, Seller shall immediately notify Buyer in writing. Such notice shall include all relevant information regarding such dispute or other condition. Seller shall insert the essence of this provision in all lower tier procurements issued hereunder.

19) **QUANTITY.** It is Seller's responsibility to furnish the quantity of supplies/services called for in this order. No variation in the quantity specified herein will be accepted as compliance with this order. Buyer reserves the right to return excess shipments at Seller's expense.

20) **NO EXTRA CHARGES.** The total price payable to Seller hereunder for supplies/services furnished in accordance with the procurement requirements shall be stated in this Order. The price shall not be increased to cover any future seller price increases and shall be inclusive of packing, packaging, and cartage, premium transportation charges, reusable containers, service or carrying charges, permits, fees, and licenses, or any other charges whatsoever unless specifically agreed to in writing by Buyer.

21) **LIMITATION OF LIABILITY.** The Buyer's liability to Seller hereunder shall not, under any circumstances, be greater than the total dollar amount of the order indicated herein.

22) **DRUG-FREE WORKPLACE.** The Seller is in compliance with the Drug-Free Workplace Act of 1988.

23) **COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C).** Seller shall comply with the Copeland Anti-Kickback Act and is 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 violation to the Federal awarding agency.

24) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 276A TO A-7).** Where applicable, Seller shall comply with the Davis-Bacon Act in the payment of minimum wages and benefits.

25) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333).** Where applicable, Seller shall comply with the Contract Work Hours and Safety Standards Act for the payment of overtime hours and definition of safety standards for the workplace.

26) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Orders 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.

27) **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.** Orders 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 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). By accepting this Order Seller so agrees.

28) **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Sellers who apply or bid for an award of \$100,000 or more 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.

29) **NATIONAL ENVIRONMENTAL POLICY ACT (NEPA).** Field work under this cooperative agreement must avoid all sensitive natural resource and unique geographic features such as historic or cultural resources; properties listed, or eligible for listing, on the National Register of Historic Places; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; species listed, or proposed to be listed, on the List of Endangered or Threatened Species or have significant impacts on designated Critical Habitat for these species; and other ecologically significant or critical areas. If sensitive natural resource and unique geographic features cannot be avoided, the applicant shall notify the USGS before taking any action.

30) **PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING.**

Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf> 31) **DUNS/CCR (ARRA Term).** Buyer must require that Seller begin planning activities, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Vendor Registration (CCR) no later than the first time ARRA data requirements are due.) This executive order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles or GOV, or while driving POY when on official Government business or when performing any work for or on behalf of the Government.

32) **BUY AMERICAN: USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (ARRA Term).** Seller may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless the Department of the Interior waives the application of this provision. (ARRA Sec. 1605)

33) **SEAT BELT PROVISIONS (43 CFR Sec. 12.2 (e)).** Agreement Holders of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriated programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

34) **DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689).** No Order shall be made with 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." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors declared ineligible under statutory or regulatory authority other than E.O. 12549. Vendors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees. By accepting this order, Seller certifies that the Seller is not listed as Debarred or

Suspended as described herein above. Agreement Holder certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any U.S. Government department or agency.

35) **SEVERABILITY.** If any provision of this Order is held invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

36) **ENTIRE AGREEMENT.** This Order constitutes the entire agreement between Buyer and Seller regarding this procurement and supersedes all previous written or oral agreements and commitments. No terms or conditions of sale set forth in Seller's proposal or acknowledgement shall be included as a part hereof, nor shall any prior course of dealing, custom, or usage in the trade supersede or modify any Order provisions. Any subsequent additions, deletions or modifications to this agreement shall not be binding upon the parties unless same are mutually agreed upon and incorporated herein in writing.

By signing below the Vendor certifies that all the above representation and certifications are accurate, current and complete.

VENDOR NAME: _____

VENDOR ADDRESS: _____

VENDOR SIGNATURE: _____ DATE: _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.