

	<b>UNAVCO, INC.</b> <b>REQUEST FOR PROPOSALS/RFP</b> (THIS IS NOT AN ORDER)
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RFP Number: <b>P020613</b>	RFP Title: <b>SERVICES – DATA CENTER MAINTENANCE</b>
RFP Due Date and Time: <b>March 5, 2013</b> 5:00 p.m./Mountain Time	Number of Pages: <b>14</b>

ISSUING AGENCY INFORMATION	
Purchasing Agent : <b>Tim Reeme</b>	Issue Date: <b>February 12, 2013</b>
UNAVCO, Inc. Office of Procurement Services 6350 Nautilus Drive Boulder, CO 80301	Phone: (303) 381-7500 Fax: (303) 381-7501  Website: <a href="http://www.unavco.org/">http://www.unavco.org/</a>

INSTRUCTIONS TO VENDORS	
<p>COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR PROPOSAL AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."</p> <p>PLEASE RETURN ALL PAGES OF THE RFP WITH YOUR SUBMISSION.</p> <p><b>You are invited to a Bidder's Conference on FEBRUARY 19, 2013 at UNAVCO's Office. Please confirm your attendance with Tim Reeme at <a href="mailto:reeme@unavco.org">reeme@unavco.org</a></b></p>	Mark Face of Envelope/Package:  RFP Number: <b>P020613</b> RFP Due Date: <b>March 5, 2013</b>  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: <b>Net 30 days</b>	Delivery Date:
Offeror Name/Address:	Authorized Offeror Signatory:  <i>(Please print name and sign in ink)</i>
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	Offeror Web Address:

**A signed 2011 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 OFFEROR HAS READ AND UNDERSTOOD EACH PAGE.**

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## SECTION 1: GENERAL CONDITIONS

### **1.0 INTRODUCTION**

UNAVCO, Inc. (hereinafter referred to as "UNAVCO") is interested in receiving pricing for the maintenance services of its Data Center included in this Request For Proposal (RFP) and is requesting proposals from a number of potential suppliers.

UNAVCO encourages participation by "minority owned business", "female 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.

### **1.1 PURPOSE**

The purpose of this RFP is to provide for monitoring, preventive, corrective, emergency maintenance, repair, upgrades, and modifications to the cooling, heat exchange, uninterruptable power supplies, and power distribution unit that serve the UNAVCO Data Center. It is anticipated that the terms of the contract awarded from this RFP will be from UNAVCO's notice to proceed for five (5) years. UNAVCO reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

### **1.2 MANDATORY PRE-PROPOSAL CONFERENCE**

Offeror's are required to attend a mandatory pre-proposal conference to familiarize themselves with the existing conditions and satisfy themselves as to the nature and scope of the work to be done and the difficulties that may exist. Please allow 2 hours for the meeting. Prompt attendance is expected and sign in is required. Any substantial clarifications resulting from the walk through may be posted on UNAVCO Procurement website.

The mandatory walk-through is scheduled for:

UNAVCO Data Center

6350 Nautilus Drive

Boulder, CO 80301

Date: 02/19/2013

Time: available all day to review the Computer Room/Data Center Equipment

Attendance at walkthrough will be limited to three (3) representatives per company, in anticipation of a large number of companies attending.

The submission of a proposal will be construed as evidence that such a meeting has taken place and later claims for difficulties encountered which could have been foreseen had such a meeting been made, will not be recognized.

## SECTION 2: SCOPE, DELIVERABLES, AND TIMELINE

### **2.0 SCOPE OF WORK**

The information below is intended to give the vendor an idea of the overall scope of service required as part of this RFP.

- A licensed service technician will provide a total of 900 hours of preventive maintenance under this contract to be schedule between the Data Center Manager and the Awarded Contractor.
- All preventative maintenance service work under this contract will be performed during a normal working day. (7:00 am - 5:00 pm, Monday -Friday)
- Emergency service including overtime service is included under this Agreement, 24 hours a day, 7 days a week, with a guarantee of 2 and 4-hour response as explained herein. Preferential service will be guaranteed to UNAVCO over non-contracted customers during high volume periods or when emergency services are required.
- Under this contract, the Contractor will repair or replace worn parts or complete components with new parts. It is understood that this undertaking applies only to the control systems and mechanical equipment covered in this contract as explained herein.
- The replacement or repair of non-moving parts of heating, cooling and ventilating equipment such as fan duct work, boiler shell, unit cabinets, boiler refractory material, concealed piping, insulation, etc. are not included in this agreement.
- A Service Report outlining the hours of service and maintenance performed will be furnished after each visit. Any unusual or unfavorable conditions observed will be noted and the Service Technician will provide recommendations for corrective measures with UNAVCO.
- The Contractor shall keep and provide a computer based schedule for a complete record of all maintenance work done, along with establishing a tag record system on valves.
- The Contractor shall not be required to make safety tests, other than Normal ones done during routine maintenance, or to install new Attachments or additional controls, or equipment as recommended or directed by any insurance company or laboratory, or governmental authority, or to make replacements mentioned herein with parts or devices of a different design for any reason whatsoever.
- It is agreed that UNAVCO will provide reasonable means or access to all devices that are to be serviced. The Contractor shall be free to start and stop all primary equipment incidentals to the operation of the mechanical systems as arranged with the representative.

**SERVICES – DATA CENTER MAINTENANCE**

- The Contractor's responsibility for injury to persons or property that may be caused by or arise through the maintenance, service functioning, or use of the systems shall be limited to injury caused directly by the Contractor's negligence in performing his obligations under this agreement, and in no event shall be liable for consequential or speculative damage.
- The Contractor shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond their direct control, including, but not limited to acts of government, lockouts, electrical power failure or voltage variation, fire explosion, theft, riot, civil commotion, war, malicious mischief, floods, and other acts of God. The Contractor shall submit with bid any exceptions to this contract.
- It is agreed that by submitting this proposal, the Contractor has made a complete inspection and inventory of UNAVCO Data Center and equipment and is satisfied except as noted; and that his proposal agrees in all respects with the specifications except as noted.

**2.1 DELIVERABLES**

The successful supplier shall perform all of the following remedial Maintenance Services and a response must be supplied for each bullet points:

**2.1.1 Maintenance Plan for two (2) IPAC Ecosaire Model 66F, Glycol cooled 20 ton computer room air conditioning unit and remote rooftop drycooler**

- Monthly Maintenance and service, full coverage 100% parts and labor for all repairs.
- Please provide details regarding monthly maintenance schedule and a document outlining maintenance procedures to be performed. Service should be 24 hours per day, 7 days a week.
- Please provide a detailed description of your emergency service and response.
- Please provide a detailed description of your procedures in the event of a system failure.

**2.1.2 Maintenance Plan on two (2) Powerware 9390 80 kVZ UPS Units and Batteries**

- Annual PM on UPS, please provide details on the PM and documentation on the annual service for the UPS.
- Semi Annual PM on Batteries, please provide details and documentation regarding semi-annual maintenance on batteries.
- Full coverage is 100% parts and labor for all repairs, associated with the UPS units. Please provide details of service provided.
- Battery replacement is not included on the UPS Units.

**2.1.3 Maintenance Plan on two (2) PDI 100 kVA Power Distribution Units**

- Please provide details on the PM and documentation on the annual service for the PDI Units.

**2.1.4 Maintenance Plan on one (1) Cummins/Onan 250 KW Diesel Fueled Stand-by Generator and 400A ATS**

- Major maintenance and (1) Minor maintenance per year; please provide documentation on maintenance provided for the Major and Minor PM per year.
- Full coverage is 100% parts and labor for all repairs, associated with the diesel generator. Please provide details of service provided.

**2.1.5 Maintenance Plan for 24/7 Monitoring of Sensaphone Monitoring System**

- Please provide details and documentation regarding 24/7 monitoring of Sensaphone Monitoring System.

**2.2 TIMELINE**

The Maintenance Agreement shall begin on April 1, 2013 and continue for a total period of five (5) years. The Contractor will not exceed the timelines established for the completion of this project.

**SECTION 3: MANDATORY REQUIREMENTS****3.0 VENDOR QUALIFICATIONS**

- An Offeror 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 an Offeror 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 Offeror 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 Offeror for deficiencies or defaults, that Offeror is not eligible to submit a Response to this Solicitation.
- If Offeror is not in good standing with any Federal, State or Municipality this must be disclosed.
- Offeror must have and maintain all necessary insurance to cover malpractice liability and workers' compensation and submit proof of it with their proposal submission.
- Offeror shall fill out the UNAVCO Vendor Certifications and Representations form located in Section 7.

- Offeror shall include their W9 form for 2013.
- Offeror shall send us their Small Disadvantaged Business Certification (SDB) (if applicable).
- Offeror name shall not be posted on the Federal Debarred Vendors list at <https://www.sam.gov/>.
- Offeror shall show registration with CCR at <https://www.sam.gov/>.

### **3.1 PRICES**

This procurement is for a small purchase within the meaning of UNAVCO Procurement Policy. The Procurement may not exceed \$100,000 in value.

**3.1.1 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 Contractor 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).

**3.1.2 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 Contractor in accomplishing the work in accordance with the provisions of the contract.

**IF OFFEROR CANNOT MEET ANY PARTICULAR REQUIREMENT, PLEASE PROVIDE DETAIL EXCEPTIONS NEXT TO THAT REQUIREMENT. OFFERORS 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 4: PROPOSAL PREPARATION**

### **4.0 GENERAL PROPOSAL PREPARATION**

Please use the following as a guideline to format your proposal:

**4.0.1 Length and Font Size.** Please use fonts no smaller than 10 point. Maximum proposal length including title page, cover letter, proposal, Vendor Information, and budget should not exceed 35 pages.

**4.0.2 Title Page.** UNAVCO, Data Center Remedial Maintenance Services Proposal, your company name, your address, your web site address, your telephone number, your fax number, your e-mail address, and your primary contact person.

**4.0.3 Cover Letter.** Signed by the person or persons authorized to sign on behalf of the company (1-2 pages).

**4.0.4 Proposal Content.** Discuss your proposed solution, including the features, benefits, and uniqueness of your solution. The Proposal should contain the following information;

**A. Qualifications and Experience**

i. Qualifications

1. Name of firm
2. Size and location of the office that would service the account
3. Overall vendor qualifications
4. Please confirm you have the State licenses, permits, certificates and authorizations needed to provide these services.

ii. Experience

1. Length of time the firm has been in business
2. Describe your experience/capabilities to provide the listed services.
3. Provide three examples demonstrating your ability to provide Data Center Remedial Maintenance services.

**B. Proposed team**

- i. Names of principal owners and/or team members
- ii. Resume summary/synopsis of other team members that would be assigned to this project.

**C. Proposed Approach for all Deliverables (Article 2.1)**

- i. Maintenance Plan for (2) IPAC Ecosaire Model 66F, Glycol cooled 20 ton computer room air conditioning unit and remote rooftop drycooler
- ii. Maintenance Plan on (2) Powerware 9390 80 kVZ UPS Units and Batteries

- iii. Maintenance Plan on (2) PDI 100 kVA Power Distribution Units
- iv. Maintenance Plan on (1) Cummins/Onan 250 KW Diesel Fueled Stand-by Generator and 400A ATS
- v. Maintenance Plan on 24/7 Monitoring of Sensaphone Monitoring System

**D. References**

- i. Supply a minimum of three (3) references that will attest to your ability (in the last three years) to provide services similar in scope to those outlined. For each reference, provide the following information;
- ii. The client organization's name, mailing address, contact name and title, phone number and e-mail address.
- iii. The approximate period during which the services were provided.
- iv. A summary of the type, quantity, and scope of services.

**E. Monitoring Systems and Procedures Protocol**

- i. Describe in detail how monitoring will be done and describe how response to problems will be handled.
- ii. Describe any training provided.
- iii. Describe self-recommended penalties if monitoring is not met for agreed upon service levels.
- iv. Describe your standard documentation you provide.
- v. Describe any additional services you can provide.

**F. Price Proposal**

Provide a comprehensive schedule of any fees that UNAVCO would pay for your firm's services. Please clarify any and all associated costs.

- i. \$ \_\_\_\_\_ Annual price to provide the specified services for all of the cooling equipment with TWO hour response time to alarms.
- ii. \$ \_\_\_\_\_ Annual price to provide the specified services for all of the cooling equipment with THREE hour response time to alarms.
- iii. \$ \_\_\_\_\_ Annual price to provide the specified services for all of the cooling equipment with FOUR hour response time to alarms.
- iv. \$ \_\_\_\_\_ Annual price to provide the specified services for all of the cooling equipment located at the Disaster Recovery site with FOUR hour response time to alarms.

Provide on a separate sheet the breakout of prices for each of the items of equipment listed above; when added together, they should total to the annual prices listed above for two, three, and four-hour response.

- v. \$ \_\_\_\_\_ Annual price to provide the specified services for all of the electrical equipment with TWO hour response time to alarms.
- vi. \$ \_\_\_\_\_ Annual price to provide the specified services for all of the electrical equipment THREE hour response time to alarms.
- vii. \$ \_\_\_\_\_ Annual price to provide the specified services for all of the electrical equipment with FOUR hour response time to alarms.
- viii. \$ \_\_\_\_\_ Annual price to provide the specified services for all of the electrical equipment located at the Disaster Recovery site with four hour response time to alarms.
- ix. \$ \_\_\_\_\_ Hourly price for labor to provide non-covered labor for cooling equipment during normal working hours and \$ \_\_\_\_\_ hourly price for labor nights and weekends.
- x. \$ \_\_\_\_\_ Hourly price for labor to provide non-covered labor for electrical equipment during normal working hours and \$ \_\_\_\_\_ hourly price for labor nights and weekends.

Provide on a separate sheet the breakout of prices for each of the items of equipment listed above; when added together, they should total to the annual prices listed above for two, three, and four-hour response.

**G. Optional Features**

Any services sold as an option with the proposed Maintenance Plan should be listed separately with the associated price. If these options require amendments to a standard service agreement, please list the incremental cost of adding the option to the service agreement.

**4.1 SELECTION PROCESS.**

All proposals accepted by UNAVCO will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Responses to this request will be evaluated and rated by UNAVCO's Evaluation Committee, members from the Departments of Facility Management, IT and Purchasing, based on the Evaluation Criteria prescribed below. This Evaluation Committee will make a recommendation for award.

Vendor proposals may be subjected to a two-stage evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all mandatory eligibility and other requirements as outlined to be considered.

Proposals not meeting mandatory eligibility requirements or found to be incomplete will not be considered. Proposals not deemed within the competitive range will not be considered. UNAVCO may disqualify any vendor if it is deemed to be in the best interest of UNAVCO.

UNAVCO may choose to ask clarification questions in writing and include the additional information gathered in this process to all qualified respondents.

References of the top vendors will be checked to verify their selection.

The second stage will be a presentation and interview of finalists by the Evaluation Committee. If applicable, shall be conducted in Boulder offices. Project Manager/team lead for the proposing vendor will be required to attend along with other key staff that would be assigned to this project.

#### **4.2 EVALUATION CRITERIA.**

Evaluation and rating of the responses will be based on:

- Information provided by the vendor in response to the Proposal Content (Article 4.1.4)
- Demonstrated quantity and quality of successful relevant experience
- Past performance working with UNAVCO
- Quality of proposed approach for the Deliverables
- Demonstrated level of organizational capability
- Information from reference checks
- Fees/Costs

## **SECTION 5: PROPOSAL SPECIFICATIONS**

### **5.0 INSTRUCTIONS TO OFFERORS**

#### **5.0.1 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](mailto:reeme@unavco.org)

**5.0.2 Examination of Solicitation Documents and Explanation to Offeror.** Offeror 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 Offeror. Should the Offeror 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 Offeror shall promptly notify the Purchasing Agent in writing. The Offeror 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.

**5.0.3 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.

**5.0.4 Acknowledgment of Addendum.** If the RFP is amended, then all terms and conditions that are not modified remain unchanged. It is the offeror's responsibility to keep informed of any changes to the solicitation. ***Offeror 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.

**5.0.5 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.

**5.0.6 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.

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

### **5.1 PROPOSAL SUBMISSION**

**5.1.1 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 #P020613. ***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.

**5.1.2 Late Proposals.** *Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.* It shall be the Offeror 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 Offeror at the expense of the Offeror or destroyed if requested.

**5.1.3 Offeror Signature.** The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Offeror 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.

## **5.2 CHANGE OR WITHDRAWAL OF PROPOSALS**

**5.2.1 Change or Withdrawal PRIOR to Proposal Opening.** Should any Offeror desire to change or withdraw a proposal prior to the scheduled opening, the Offeror 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).

**5.2.2 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 Offeror shall submit verification of the correct proposal to UNAVCO prior to the final award by UNAVCO.

## **5.3 PROPOSAL AWARDS**

**5.3.1 Basis for Award.** A contract will be awarded to the responsible Offeror 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.

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

**5.3.4 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.

**5.4.5 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.

## **5.4 SINGLE POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until an Offeror is selected and the selection is announced by the Purchasing Agent, ***Offeror 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.

Contact information for the single point of contact is as follows:

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](mailto:reeme@unavco.org)

## **SECTION 6: RFP TERMS AND CONDITIONS**

**NOTICE TO OFFERORS:** 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 Offeror response. This applies to any language appearing in or attached to the document as part of the Offeror response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**



By execution and delivery of this document, the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

**CONFLICTS OF INTEREST:** Offeror 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 Offeror with any UNAVCO employee will be disregarded in any proposal evaluation or associated award.

**OWNERSHIP OF PROPOSALS:** Proposals and any other materials submitted by Offeror 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.

**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 contractor's performance is not satisfactory. UNAVCO will notify the contractor 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 contractor 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 7: VENDOR CERTIFICATIONS & REPRESENTATIONS

The Offeror 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 Offeror, \_\_\_\_\_ 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 Offeror 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 Offeror certifies, to the best of its knowledge and belief, that:

I. The Offeror 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 Offeror 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 Contractor 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 Offeror may be required to submit a SB/WOSB/SDB Subcontracting Plan to

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the Contractor under any proposed subcontract hereunder. With respect to such requirements, the Offeror 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 Offeror 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 Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the subcontract.

c) The Offeror 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 Offeror, 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 Contractor 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 Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror 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 Offeror to provide the certification required by (b) or (c) of this provision, renders the Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror will immediately notify the Contractor, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror 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 Offeror 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 Offeror, 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 Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contractor; and,
  - 3) The Offeror 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 contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of

improperly obtaining or rewarding favorable treatment in connection with a prime contractor 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 contractor to the United States or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

c) The Offeror 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 Offeror has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Offeror 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 Offeror 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 8: UNAVCO TERMS AND CONDITIONS

1) **DEFINITIONS.** As used in this contractual agreement, the below terms shall have the following meanings: (a) "Contractor", "Buyer" or "UNAVCO" means the legal entity purchasing the supplies/services; (b) "Subcontractor," "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 contractors 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 forgoing 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

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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 Contractor 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 GOY, 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

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list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the 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.

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.

35) **SEVERABILITY.** If any provision of this Order is held invalid or unenforceable, the remaining provisions shall be valid and binding on the

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

OFFEROR NAME: \_\_\_\_\_

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

OFFEROR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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