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

<table>
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<tr>
<th>RFP Number:</th>
<th>P032513</th>
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<tr>
<td>RFP Title:</td>
<td>GOODS &amp; SERVICES – MUSEUM EXHIBIT DESIGN, FABRICATION &amp; INSTALLATION</td>
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<tr>
<td>RFP Due Date and Time:</td>
<td>April 26, 2013 5:00 p.m./Mountain Time</td>
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<td>Number of Pages:</td>
<td>15</td>
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### ISSUING COMPANY INFORMATION

<table>
<thead>
<tr>
<th>Purchasing Agent:</th>
<th>Tim Reeme</th>
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<tbody>
<tr>
<td>Issue Date:</td>
<td>April 5th, 2013</td>
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<tr>
<td>UNAVCO, Inc. Purchasing Agent</td>
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<td>6350 Nautilus Drive</td>
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<td>Website:</td>
<td><a href="http://www.unavco.org/">http://www.unavco.org/</a></td>
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### 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: P032513
  - RFP Due Date: April 26, 2013

- Special Instructions:
  - Proposals sent by fax must have a cover sheet noting the total number of pages being sent.

### VENDORS MUST COMPLETE THE FOLLOWING

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<tr>
<th>Payment Terms:</th>
<th>Net 30 days</th>
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<td>Delivery Date:</td>
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<td>Vendor Name/Address:</td>
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<tr>
<td>Authorized Vendor Signatory:</td>
<td>(Please print name and sign in ink)</td>
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<td>Vendor Phone Number:</td>
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<td>Vendor E-mail Address:</td>
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<td>Vendor Web Address:</td>
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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 VENDOR HAS READ AND UNDERSTOOD EACH PAGE.
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1.0 INTRODUCTION
UNAVCO, Inc. (hereinafter referred to as “UNAVCO”) is seeking proposals from experienced museum exhibit vendors to provide museum and scientific artifact exhibit design, fabrications, and installer services for temporary and/or permanent exhibits for any current or future exhibit locations.

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.

1.1 PURPOSE
UNAVCO has issued this request for Proposal (hereinafter, “RFP”) with the intent of obtaining proposals from interested and qualified firms in accordance with the terms, conditions and specifications stated or attached.

The successful contractor will work collaboratively with UNAVCO Education and Community Engagement (E&CE) and the UNAVCO scientific community to develop an exhibit to communicate basic information to the general public and K-12 students/teachers about motion and deformation of Earth’s tectonic plates, how they are studied, and how plate tectonics impacts people’s lives.

1.2 BACKGROUND
This exhibit of approximately 100-300 square feet will be installed as a visiting exhibit in the Hatfield Marine Science Center in Oregon State University in Newport, OR with expected visitors from K-12 classroom programs and tours, public, seniors, and family groups. It is expected that approximately 150,000 people will visit the exhibit each year. The exhibit will not be specifically staffed, but supported by interpreters and docents working in the museum.

1.3 OBJECTIVES
The exhibit would be maintained on a regular basis – cleaning water, replacing consumables, etc. This RFP solicits bids on the design, delivery and installation of freestanding interpretive panels and interactive hands-on displays, including design of the artwork (including color scheme, font treatment, etc.), using written content we supply.

SECTION 2: SCOPE, DELIVERABLES, AND TIMELINE

2.0 SCOPE OF WORK
UNAVCO is soliciting proposals for the design, formative testing, prototype development, fabrication, and installation of a new exhibit about plate tectonics in the Pacific Northwest of the United States, particularly the relationship between plate subduction, the crumpling landscape, the associated earthquake (and tsunami) hazards, and how this deformation is measured with high precision GPS.

The new exhibit will focus on the following educational objectives that visitor ‘take-away’ from interacting with the exhibit:

- Increased familiarization about natural hazards of the Cascadia region and how they are studied,
- Increased familiarization with the EarthScope Plate Boundary Observatory, how high precision GPS works and helps study the region’s natural hazards (part of this objective will be covered in the interactive kiosk designed and developed by UNAVCO)
- Familiarization with different kinds of deformation (compression, extension, shear, rotation) - not necessarily know the terms, from experiencing physical models and how strain can build up over time (years to centuries)
- Describe the potential effects of the sudden release of elastic strain as an earthquake such as ground shaking and tsunamis.

In addition, contain the following topics:

- Overview of basic plate tectonics concepts relevant to the Pacific Northwest (subduction, etc.)
- Natural hazards phenomena (e.g., earthquakes, plate motion, deformation, tsunamis etc.)
- Natural hazards research relevant to the Pacific Northwest supported by UNAVCO services (e.g., instrumentation, technology, real-time data, field campaigns)

2.1 EXHIBIT FABRICATION
Each section will contain the following exhibit components. The exact details of these components will be fine-tuned during the design phase by successful Vendor and UNAVCO staff:

- Hands on interactive exhibits, designed by the Vendor with artwork provided by Vendor, written content provided by UNAVCO staff. The current conceptual design includes the following:
  - Suite of three hands-on manipulative objects: squish able objects (for example compression springs/foam), stretchable objects (for example, durable stretchy performance t-shirt material), and shareable objects (yoga-like mat between rails) with a map of a region of fictitious world (or real?) on it which can be stretched, squished, sheared to simulate subduction, transformation, and divergence. This would allow visitors to explore the movement and deformation of a tectonic plate near a plate boundary
over time (years to centuries), thus exploring the build-up of strain in regions with plate boundaries and deforming crust. UNAVCO will provide GPS data as necessary to illustrate regions where there is a difference in movement between areas of the crust in the region and the earthquakes that result from that differential deformation.

- Hands-on interactive that would show the coupling of the subducting Juan de Fuca plate with the over-riding North America plate (stuck together) over hundreds of years causes the land to buckle and crumple, where the iterative shows the buildup of the strain, then has a mechanism to release the strain, and cause a tsunami. This interactive could be a Plexiglas tank with water and deformable 'land' (perhaps with tiny 'Lego-like' houses sitting on a variety of surfaces (sand, bedrock, affixed to bedrock, etc.) with moveable components that create an earthquake and tsunami to make the connection between an earthquake, tsunamis, resulting shaking in different substrates, and shaking/sinking of objects (homes).

- Tactile interactive that is fun and exciting to experience how the technology of high-precision GPS and associated satellites works (illustrating how technology that you can’t touch works)

  - Static graphic panels, designed by the Vendor with artwork (including color scheme, font treatment, etc.) provided by Vendor, written content provided by UNAVCO staff. These will provide the interpretation of the hands-on components.

  - Space for Multimedia (e.g., touch screen) - this will be approximately a 25” screen. The hardware will be purchased, designed, developed, and programmed by UNAVCO staff outside of the scope of this proposal; the exhibit design needs to accommodate the space for this multimedia component.

These sections will fit into a space that is approximately 10’ x 20’ (could be 10 x 10 to 10 x 30).

Other considerations for the exhibit fabrication include:

- All exhibit components shall be designed to be easily updated.
- The exhibit infrastructure should hide computers, cables, etc. and have removable attachments.
- This space contains x wall outlets and y available floor outlets. All of the outlets are 120V/20A.
- An integrated control system for media and electronics is not required, but can be built into proposals as an option.
- Exhibit space lighting - TBD. If required, design will include dedicated exhibit lighting.
- Vendor shall submit manufacturer’s catalog data and installation details, for review and approval by UNAVCO, on any/all components/inclusions requiring connection to a source of electrical power.

2.2 EXHIBIT DESIGN AND INSTALLATION

- All components of the exhibit shall be installed in a workmanlike manner. The exhibit will be installed in a high traffic area frequented by children. Although such behavior is discouraged, the possibility of children or teenagers climbing on or hanging from exhibits exists. As such, the Vendor shall consider structural stability and tipping in the design and installation of exhibits.
- Vendor shall comply with the requirements of the Americans with Disabilities Act in the design of the Earth Gallery. All areas shall be accessible to the disabled as required by law, including such elements as lighting, layout, and configuration of the space, and legibility of directional and interpretive signage.
- Design the exhibits to minimize damage from visible and non-visible light spectrums, humidity, ambient air quality, temperature and environmental conditions, corrosive reactions and interacting materials.
- Design and installation of the Earth Gallery shall allow code-compliant and comfortable traffic flow through the area.
- No anchors or other surface-penetrating devices shall be used on the floor.
- No fasteners, anchors, or adhesives shall be used on any exposed walls.
- Provide for easy and routine maintenance and cleaning by Museum staff.

2.3 EXHIBIT SAFETY

The safety of staff and visitors is of paramount importance to UNAVCO. Accordingly, the Vendor shall adhere to the Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), and all other relevant standards for public and workplace safety. Additionally, Vendor shall adhere to the following requirements:

- The design and installation of the Earth Gallery shall be configured so as not to affect compliance with any existing building or life safety code.
- Installation shall not restrict or inhibit access to any existing fire extinguisher or fire alarm initiating device.
- Installation shall ensure required clearance from all existing automatic fire sprinkler heads and shall present no obstruction to fire sprinkler discharge.
- No artwork, object, or illumination shall be placed such that it obstructs or distracts attention from existing exit signs; nor shall the installation limit visibility of any existing signage associated with emergency response procedures.
- Electrical wiring: Device cords shall be of the grounding type and any extension cords with multiple outlets provided by the Vendor shall be protected by an internal circuit breaker and provided with an integral disconnect switch.
- All electrical devices shall be Underwriters Laboratories (UL) listed. Installations, new or altered, shall comply with the NFPA 70 - National Electrical Code.
- All electrical artwork shall be equipped with a total power cut-off switch located in an accessible place adjacent to the artwork.
• Exhibit artwork may not utilize any substance that may contain a potentially hazardous material that is accessible to the public through inhalation, skin contact, or ingestion.

2.4 DELIVERABLES

The selected Vendor shall provide the following services in accordance with budget requirements including but not limited to:

• Meet with UNAVCO project manager on at least a monthly basis to discuss the exhibit and begin outlining the scope of the project.

• Provide design services for temporary Museum displays. This scope of the design, creation and fabrication shall include, but not be limited to the following:
  o Design/Development and related Services: Conceptual Exhibit plan, design development documents
  o Production of Exhibit design and building plan: Fabrication/shop documents with CAD drawings and manufacturer’s specification cut sheets;
    ▪ Scaled floor plan with color
    ▪ Three (3) perspective color views
    ▪ Component descriptions list
  o Fabrication Services and Delivery to site
  o Installation and Mounting
  o Miscellaneous:
    ▪ Project Record Documents; As-Built Surveys
    ▪ Drawings
    ▪ Code Compliance
    ▪ Coordination with Others
    ▪ Owner Furnished/Design/Builder Installed (OF/CI) Items
    ▪ Warranties

• Provide Vendors who are to furnish materials or equipment fabricated to any special design proposed for such portions of the work as may be designated in the future proposal(s) for work including, but not limited to:
  o Caseworks,
  o Graphics, Graphics design and reproduction,
  o Acrylic Fabrication,
  o Metal Fabrication,
  o Glass Fabrication,
  o Electrical Components,
  o Audio visual Components, and
  o Lighting and Fiber Optics

• Present fabrication and installation services and prices and schedule for the exhibits identified. Pricing proposal must be inclusive of design, fabrication and mounting, installation and project management services, including all labor and materials for Vendor and/or subcontractor.

• Coordinate the integration and installation of exhibits and historical objects according to the schedule provided, including, but not limited to:
  o Vendor must be on-site during the entire installation,
  o Vendor must provide a schedule for installations,
  o Vendor shall address all warranty for the installation for at least one year; warranty work phone calls to the contractor must be responded to within eight business hours, and
  o Travel shall be incorporated in the quotes that you provide to UNAVCO and it shall not exceed the Pacific Northwest's travel and meal per diem.

2.5 TIMELINE

1. Kick-off meeting and design session(s) to flesh out display concepts and sketches. Deliverable: Design sketches including content outline
2. Development of low fidelity mock-ups and / or posters
3. Review by UNAVCO project manager
4. Led by UNAVCO and/or partners: Testing with lo-fit mock-ups/ posters at the Hatfield Marine Science Center in Oregon State University in Newport, OR. Deliverable: Report with suggested revisions to components
5. Revision based on formative testing, development, and testing of prototype elements of signage and objects. Deliverable: prototype-quality of interactive. Deliverable: exhibit plan with CAD drawings by July 31, 2013
6. Proceed with fabrication once approved by UNAVCO project manager
7. Fabrication of exhibit elements & inspection
8. Sign-off approval by UNAVCO (with any required conditions)
9. Ideally installation by late-Fall 2013
10. Bi-weekly progress reports summarizing project status are required
11. Invoices must be submitted monthly for services rendered

We would like options that span basic, mid-level, to extensive approaches to this project.

2.6 PROJECT REVIEWS
Vendor shall participate in a 30%, 50% and 90% phased design review to ensure that work progress is consistent with UNAVCO expectations and meets building code and safety requirements. Installation issues will be addressed during these reviews.

SECTION 3: MANDATORY REQUIREMENTS

3.0 VENDOR 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 a 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 W9 form for 2013.
- 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/.

3.1 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 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).

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 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 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, Museum Exhibit, Design, Fabrication & Installation 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.** Provide a cover letter, signed by an authorized officer of the firm, summarizing the firm’s understanding of intent of this Request for Proposal and how the firm intends to fulfill the scope of work.

Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal submission. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

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. **Consultant/Vendor Work Experience.**

Provide information that documents your firm’s qualifications to produce the required deliverables, including experiences, capacity, subcontractor’s strength, and relationships to the firm, and number of years of experience in providing the required services.

- Describe your firm’s organizational capacity to develop museum exhibits with the following:
  - Coordinated museum temporary and/or permanent exhibits
  - Completed all types of design work for exhibits in museums
  - Coordinated the fabrication and installation of exhibit work for museums

- Describe your firm’s experience in developing content for scientific and/or educational-focused projects.

- Present three recent exhibit design and fabrication projects that best reflect your work and the relevancy to this project.

- Support your presented projects;
  - By explaining your choice of fabricated material used for the projects from the below list;
  - By sharing at least one picture of the completed exhibit
  - By telling us your experience and/or your subcontractor experience with different fabricated materials from the below list

- UNAVCO list of fabricated material considered;
  - casework
  - graphics, graphics design and reproduction
  - acrylic fabrication
  - metal fabrication
  - glass fabrication
  - electrical components
  - audio visual components
  - lighting and fiber optics

B. **Project Management and Staffing**

Provide a company profile, length of time in business and core competencies including information that documents your firm's project manager and other staff, by responding to the format below.

- What type of team will be assigned to this project? What will each person's role be? Please include a brief background summary for each key staff member assigned to this project with number of years and months that each team member has worked in the firm, has worked on design, fabrication, or installation of project for museums.

- Describe your firm’s project management process and business model.

- Identify the Vendor's transition plan should a vacancy occur for the project manager and designer in this project.

C. **References**

UNAVCO is interested in providing “high quality” museum exhibits on time and on budget, with limited changes orders. Historical data is often times the best predictor of a Vendor’s performance.

UNAVCO requests that the Vendor submit two references that UNAVCO will contact to gather feedbacks on your ability to provide services similar in scope to those outlined.

For each reference, provide the following information;

- The client organization’s name, mailing address, contact name and title, phone number and e-mail address.
- The approximate period during which the services were provided.

D. **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.
F. Other Optional Services
Any services sold as an option with the proposed design, fabrication and installation of the museum exhibit should be listed separately with the associated price. If these options require amendments to a standard purchase order, please list the incremental cost of adding the option to the purchase order.

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:

- Suitability of the Proposal – the proposed solution meets the needs and criteria set forth in the RFP.
- Skills and Experience –
  - Demonstrated exhibit design and development experience in science, preferably focus on geology or physical science
  - Demonstrated Skill in graphic and illustration design
  - Demonstrated skill in prototype development
  - Preferred is background science knowledge or access to subject matter expert about GPS, plate tectonics, and geology
  - Demonstrated excellence in writing and speaking English and translating science for non-scientists
  - Ability to successfully communicate with scientists
- Candidate Experience – Candidate has successfully completed similar projects and has the qualifications necessary to undertake this project.
- Value/Pricing Structure – The price is commensurate with the value offered by the proposer.
- Depth and Breadth of Staff – The candidate firm has appropriate staff to develop the site in the time frame needed.
- Proposal Presentation – The information is presented in a clear, logical manner and is well organized.
- Feedbacks from references.

SECTION 5: PROPOSAL SPECIFICATIONS

5.0 INSTRUCTIONS TO VENDORS

5.0.1 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.

5.0.2 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.

5.0.3 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.

5.0.4 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.

5.0.5 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.

5.0.6 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.

### 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 #P032513. **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 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.

5.1.3 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.

### 5.2 CHANGE OR WITHDRAWAL OF PROPOSALS

5.2.1 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).

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 Vendor 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 Vendor whose proposal is determined to be the most advantageous to UNAVCO, taking into consideration the price and such other factors or criteria that 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;
5.4 QUESTIONS CONCERNING THE PROJECT
Any specifics information relative to the project shall be directed to the Project Manager as follow:

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

SECTION 6: 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 a 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.

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

SECTION 7: 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療 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 _______________________, ☐ 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.


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 Vendor may be required to submit a SB/WOSB/SDB Subcontracting Plan to the Contractor 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 Vendors for specific time periods) it will:

1) Obtain identical certifications from proposed Vendors before the award of subcontracts under which the Vendor will be subject to the Equal Opportunity clause;
2) Retain the certifications in the files; and,
3) Forward the following notice to the proposed Vendors (except if the proposed Vendors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE VENDORS 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 Vendor 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, semi-annually, 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 Vendor in connection with a specific subcontract at which employees of the Vendor 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 Vendor'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 Vendor'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 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(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) If □ 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) If □ has, □ has not, filed all required compliance reports; and,
c) Representations indicating submission of required compliance reports, signed by the offer, OR has proposed Vendors, 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) If □ 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) If □ 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 Contractor, 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 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;

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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) "Vendor," "Seller," "Supplier," or "Offeror" 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 with the Buyer; (f) "Contractor" means the legal entity purchasing the supplies/services; (b) "Buyer," "Seller," "Supplier," or "Offeror" 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 Vendors, 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 Buyers 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.

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.

29) NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Field work under this cooperative agreement must avoid all sensitive natural resources and unique geographic features cannot be avoided, but if avoided, the applicant shall notify the National Park Service, and the applicant shall notify the appropriate state or federal agency.

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 subawards 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 appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

34) DEBARMMENT 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 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 it is not presently debarred, suspended, 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.