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

RFP Number:  
P0041520

RFP Title:  
SERVICES – INSURANCE BROKER

RFP Due Date and Time:  
September 15, 2020  
5:00 p.m./Mountain Time

Number of Pages: 24

**ISSUING COMPANY INFORMATION**

Purchasing Agent:  
Tim Reeme

Issue Date:  
July 15, 2020

UNAVCO, Inc.  
Office of Procurement Services

6350 Nautilus Drive  
Boulder, CO 80301

Phone: (303) 381-7569  
Fax: (303) 381-7501

Website: [http://www.unavco.org/](http://www.unavco.org/)

**INSTRUCTIONS TO VENDORS**

COMPLETE THE INFORMATION BELOW  
AND RETURN THIS PAGE WITH YOUR PROPOSAL  
AND  
ANY REQUIRED DOCUMENTS TO THE ADDRESS  
LISTED ABOVE UNDER "ISSUING COMPANY  
INFORMATION."

PLEASE RETURN ALL PAGES OF THE RFP  
WITH YOUR SUBMISSION.

Mark Face of Envelope/Package:  
RFP Number: P0041520  
RFP Due Date: Sept. 15, 2020

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

**VENDORS MUST COMPLETE THE FOLLOWING**

Delivery Date:  
Delivery Time:

VENDOR Name/Address:  
VENDOR Signature:  
(Please print name and sign in ink)

VENDOR Phone Number:  
VENDOR FAX Number:

VENDOR Email Address:  
VENDOR Web Address:

A signed 2020 W-9 must be submitted before award will be made.

**IMPORTANT:**  
PLEASE INITIAL ALL PAGES AT THE LOWER RIGHT HAND CORNER  
TO ACKNOWLEDGE AND SIGNIFY THAT VENDOR HAS READ AND UNDERSTOOD EACH PAGE.
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SECTION 1: GENERAL CONDITIONS

1.1 INTRODUCTION
UNAVCO, Inc. (hereinafter referred to as “UNAVCO”) is announcing its interest in securing responses from qualified brokerage firms and representative insurance broker(s) (hereinafter referred to as “Vendor”), who can demonstrate written evidence of past performance and business endeavors that align with the purpose, values, and vision of UNAVCO, to provide exemplary cost-effective insurance broker services as described within this Request for Proposals (“RFP”).

1.2 PURPOSE
As a result of UNAVCO global footprint and diverse array of Federal sponsors, UNAVCO’s insurance needs are dynamic: Federal sponsors are often adding new requirements to existing awards or RFPs, programs end or expand, and new awards are administered at UNAVCO every month. UNAVCO needs a Vendor that understands our unique position as a nonprofit against a complex backdrop of liabilities and requirements.

SECTION 2: SCOPE OF WORK

2.1 GENERAL STATEMENT
UNAVCO places primary importance on developing and maintaining a quality risk management program with corresponding insurance coverage that thoroughly responds to the risks and liabilities faced by UNAVCO with both domestic and international projects and projects ranging from $50,000 to $100,000,000 or more. UNAVCO is seeking written proposals from a Vendor to provide insurance broker services that include but are not limited to insurance placement and servicing, risk exposure analysis, as well as general insurance advisory services and claims assistance.

2.2 UNAVCO CURRENTLY MAINTAINS THE FOLLOWING INSURANCE POLICIES AND COVERAGE

<table>
<thead>
<tr>
<th>Policy Type</th>
<th>Policy Limit</th>
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<tbody>
<tr>
<td>Property</td>
<td>$3M Personal &amp; Electronic Property</td>
</tr>
<tr>
<td>6350 Nautilus Drive, Boulder CO 80301</td>
<td>$200K Building</td>
</tr>
<tr>
<td></td>
<td>$350K Business Income</td>
</tr>
<tr>
<td>General Liability</td>
<td>$2M General Aggregate</td>
</tr>
<tr>
<td></td>
<td>$2M Products/Completed Operations Aggregate</td>
</tr>
<tr>
<td></td>
<td>$1M Personal and Advertising Injury</td>
</tr>
<tr>
<td></td>
<td>$1M Each Occurrence</td>
</tr>
<tr>
<td></td>
<td>$1M Damage to Premises Rented to You</td>
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<tr>
<td></td>
<td>$5,000 Medical Expense - Any One Person</td>
</tr>
<tr>
<td></td>
<td>$1M Employee Benefits Liability - Each Employee</td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
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</tbody>
</table>
| **Inland Marine (Snowmobiles and ATV)** | $660K Scientific Equipment  
$500K Newly Acquired Scientific Equipment |
| **Ocean Cargo (freight)**        | $500K Any One Conveyance  
$500K War |
| **Automotive**                   | **Hired and Non-Owned Auto Liability Included**  
$1M Auto Liability  
$5K Auto Medical Payments  
$1M Uninsured Motorist  
$1M Underinsured Motorist |
| **Automotive foreign (MX and CN)** | full coverage, UNAVCO titled  
Actual Cash Value - Theft, Material Damage  
$500K Liability Property Damage and Bodily Injury  
$10K Medical Expense - Per Person |
| **International Package**        | $2M General Liability Aggregate  
$1M Employee Benefits Liability Aggregate  
$1M Contingent Auto Liability  
$50,000 Hired Auto Physical Damage  
Statutory Workers Compensation per State of Country of Origin/Hire  
$1M Employers Liability  
$1M Emergency Medical Repatriation - Per Insured Person  
$10K Emergency Accident and Sickness Medical Expense - Per BI or Sickness  
$50K Emergency Political Repatriation  
$250K Accidental Death and Dismemberment - Per Insured Person  
$2.5M Accidental Death and Dismemberment - Any One Accident  
$150K Personal Property |
| **Umbrella**                     | **Underlying Policies: Employers Liability, General Liability, Automobile Liability, Foreign Auto Liability, GL, Employers Liability**  
$10M Excess Coverage Aggregate  
$10M Umbrella Coverage Aggregate  
$10M Products Completed Operations Aggregate  
$10M Advertising Injury and Personal Injury Aggregate  
$10M Each Occurrence |
| **Cybersecurity**                | $3M Aggregate  
$3M Privacy Liability  
$3M Privacy Regulatory Claims  
$3M Security Breach  
$3M Cyber Extortion  
$3M Business Income  
$3M PCI DSS Assessment  
$100K Cyber Deception (Social Engineering) |
UNAVCO is seeking to engage a Vendor that will provide an assessment of the existing insurance program, recommend additional or modified coverages and limits, and provide quality forms of coverage at the most competitive premiums. UNAVCO is seeking to engage a Vendor to provide these services prior to the next insurance renewal of policies on November 1, 2020.

### 2.3 SERVICES TO BE PROVIDED

The selected Vendor will work directly with UNAVCO’s Director of Business Affairs and the Controller on insurance coverages, renewals, and claims.

The Vendor should bring a strong network of connections and contacts in the insurance market which include a broad array of providers at all price points, be extremely responsive, detail
oriented, personable, and able to use layman terms to guide UNAVCO in understanding the nuances of the insurance industry.

UNAVCO is not only seeking an insurance broker, but also an advisor and trusted ally in the insurance industry.

The Vendor should be able to provide a range of services including but not limited to the following:

- Evaluate UNAVCO’s existing insurance program, and as necessary recommend changes to terms, conditions, or coverage limits to ensure the program is affordable and adequately protects UNAVCO,
- Evaluate UNAVCO’s existing insurance program and identify any applicable market trends or exposure trends that UNAVCO should be aware of,
- Evaluate UNAVCO’s participation in applicable insurance pools and cost sharing programs for property, and casualty,
- Assist with the claim submission and handling process,
- Serve as the intermediary between UNAVCO and the provider when there is a reasonable coverage dispute,
- Provide early warning of rate and coverage changes or renewal problems through a process to be mutually agreed upon with UNAVCO,
- Provide premium estimates at least one (1) month in advance of renewal deadlines each year,
- Negotiate with underwriters on behalf of UNAVCO and obtain insurance coverage that best meets UNAVCO’s needs and requirements at the best cost, while also advising on the carrier’s services, claim handling process, etc.,
- Bind insurance coverage on the exact dates needed by UNAVCO,
- Work with existing underwriters to shift all policies to the same renewal date,
- Verify that new policies, binders, certificates, endorsements, and other documents are accurate and reflect the terms and conditions agreed during negotiations,
- Respond to all insurance related questions and request for advice from the UNAVCO Director of Business Affairs in a timely manner,
- Assist the UNAVCO Business Affairs Director to coordinate inspection, audit, or other Carrier requests, and
- Provide legal updates and provide guidance on recommended coverages to maintain compliance with Federal and State laws and sponsor regulations as requested by UNAVCO.

Brokerage and consulting services must be provided for annual policy renewals and on an as needed basis. The selected Vendor must provide a thorough renewal presentation each year at least thirty (30) days before current policy expiration date with policy recommendations to include an analysis of available alternatives in consideration of UNAVCO’s exposures.

Brokerage services must also include market research, policy endorsements, certificates of insurance, and coverage consultation on claims filed against UNAVCO. The Vendor will also advise
on a continuing basis, and in a timely manner, of all significant matters and developments regarding carrier service issues.

SECTION 3: 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 W-9 form for 2020.

✓ Vendor shall send us their Small Disadvantaged Business Certification (SDB) (if applicable).

✓ Vendor names 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/.

SECTION 4: SUBMISSION REQUIREMENTS

4.1 PROPOSAL PREPARATION
The vendor’s proposal must provide a detailed response and supporting documentation, where requested, to each of the following areas:

A. Cover page
   ● Please include the name of your organization, address, and contact information.
   ● Please include the name, title, and contact information for an authorizing official.

B. Table of Contents

C. Vendor Information and Past Experience
   ● Provide a brief summary of your firm and its culture and a description of key staff proposed to be assigned to UNAVCO’s account (brochures and marketing materials
may be included as an appendix, but should not take the place of a brief written response).

- Include an organizational chart and reporting lines (if applicable).
- Include a description of your experience and expertise serving clients:
  - in the non-profit arena, and a summary of what differentiates your firm from your competitors,
  - with an international development portfolio of programs,
  - that receive funding from a variety of sources including states and the federal government.
- Indicate the primary physical location from which you will be providing your services.

D. Services Description
- What is included in your core benefits brokerage and consulting services?
- Are other services available? If so, please provide an overview.

E. Transition Proposal
- Provide a plan which outlines the procedures and a draft timeline the Vendor expects to use in performing a transition from a current provider to a new provider.
- Provide a 90-day start-up plan which outlines the Vendor approach to having UNAVCO as a client in the first 90 days of contract award.

F. Exposure Analysis
- Provide a narrative which indicates your understanding of the greatest risk(s) or exposure(s) that UNAVCO faces and the recommended insurance policy, coverage, and/or provider(s). Include any market trends or emerging insurance issues in your discussion.

G. Fee Proposal
- Describe your proposed form of compensation (i.e., commission, annual retainer, fee-for-service).
- Specify which services are included in this compensation and which services would require additional fees.

H. References
- Provide references with contact information from a minimum of three clients who currently use Vendor’s services. At least one of the clients must speak to the Vendor’s performance with non-profits, fiscal sponsors, and/or federally funded entities.
I. Sample Materials
- Include sample materials that are representative of the support you provide your clients.
- Provide at least two examples of your success in negotiating favorable insurance rates and coverage for your clients.

4.2 PROPOSAL FORMAT
Proposals must be organized according to the submission requirements and proposal format above. Proposals must not exceed 20 pages, Times New Roman Font, size 12. Cover page, table of contents, financial statements, attachments, and sample materials are not included in the page limitation.

Proposals should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offeror’s services, fees, experience, and capacities.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to RFP requirements must be specifically answered within the context of the submitted proposal.

UNAVCO’s evaluation team will not refer to a designated website, brochure, or other location for the requested information. Responses that use references to external materials as an answer will be considered non-responsive.

4.3 REQUIRED DOCUMENTS
Proposals must include the following required documents signed by the Vendor’s authorized representative:
- Appendix A: Disclosure of Potential Conflict of Interest
- Appendix B: Certification Regarding Drug-Free Workplace
- Appendix C: Certification Regarding Debarment
- Appendix D: Statement of Non-Discrimination
- Appendix E: Certification Regarding Lobbying
- Appendix F: Statement of Insurance

SECTION 5: PROPOSAL TIMELINE AND EVALUATION

5.1 PROPOSAL TIMELINE
UNAVCO intends to follow the below timeline for review and award of this solicitation:

- Questions Due: August 15, 2020
- Deadline for Submittal: September 15, 2020
- Review of Proposals: 9/16-10/09, 2020
• Interviews or Additional Questions Conducted: October 12-16, 2020
• Insurance Broker Selected: October 19-23, 2020

*Dates are subject to change at the discretion of UNAVCO

5.2 PROPOSAL EVALUATION
UNAVCO is committed to a transparent process of award and selection of an insurance broker with the intention to secure the best possible solution(s) for UNAVCO’s ongoing needs while ensuring an optimal financial and operational outcome and the best value to our Federal sponsors.

An evaluation team will review, in detail, all proposals received to determine the best value. Following the initial review and screening of the written proposals, using the selection criteria described below, Vendor(s) will be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional written information as requested by UNAVCO.

The following evaluation criteria will be utilized to evaluate the proposals by an internal evaluation team from UNAVCO to determine the best value. A Vendor can receive a maximum of 100 points:

C. Vendor Information and Past Experience (5%)
D. Services Description (27%)
E. Transition proposal (18%)
F. Exposure Analysis (13%)
G. Fee Proposal (27%)
H. References (5%)
I. Sample Materials (5%)

SECTION 6: PROPOSAL SPECIFICATIONS

6.1 INSTRUCTIONS TO VENDORS
6.1.1 Purchasing Agent Contact Information.
Tim Reeme/UNAVCO, Inc.
Address: 6350 Nautilus Drive/Boulder, CO 80301
Telephone Number: (303) 381-7569/Fax Number: (303) 381-7501/E-mail Address: reeme@unavco.org

6.1.2 Examination of Solicitation Documents and Explanation to Vendor. Vendors 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 a 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.

6.1.3 Interpretation or Representations. UNAVCO assumes no responsibility for any interpretation or representations made by any of its agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
6.1.4 **Acknowledgment of Addendum.** If the RFP is amended, then all terms and conditions that are not modified remain unchanged. It is the Vendor’s responsibility to keep informed of any changes to the solicitation. **Vendors must sign and return with their proposal an Acknowledgement of Addendum for any addendum issued.** Proposals that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

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

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

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

### 6.2 PROPOSAL SUBMISSION

6.2.1 **Proposals Must Be Sealed and Labeled.** Quotes must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP #P0041520. **Proposals must be received at the receptionist’s desk of the UNAVCO Procurement Office prior to 5 p.m., local time on the Due Date specified on the cover sheet.** 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.

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

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

### 6.3 CHANGE OR WITHDRAWAL OF PROPOSALS

6.3.1 **Change or Withdrawal PRIOR to Proposal Opening.** Should any VENDOR desire to change or withdraw a proposal prior to the scheduled opening, the Vendor may do so by making such a 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).

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

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

6.3.4 **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.
6.3.5 **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.

6.4 **POINT OF CONTACT**

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

### SECTION 7: 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.

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

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

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

### SECTION 8: VENDOR CERTIFICATIONS & REPRESENTATIONS

The Vendor represents and certifies as part of its proposal that:

*(Please answer all following questions and check/complete all applicable boxes/blocks.)*

**K.1 Type of Business Organization**

The Vendor, ________________________________ by checking the applicable box, represents that:

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

K.2 Certification regarding Debarment, Suspension, etc.
The Vendor certifies, to the best of its knowledge and belief, that:
I. The Vendor and/or any of its principals:
   (a) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
   (b) Have ☐, have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or ‘destruction of records, making false statements, or receiving stolen property; and,
   (c) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the above offenses.
II. The Vendor has ☐, has not ☐, within a 3-year period preceding this offer, had one or more federally-funded contracts/subcontracts terminated for default.

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

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

K.4 Certification of Non-Segregated Facilities (FAR 52.222-21) (applicable to orders/bids over $10,000)
a) “Segregated facilities,” as used herein, means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.

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

c) The Vendor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
   1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
   2) Retain the certifications in the files; and,
   3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).
K.5 **Certification Regarding A Drug-Free Workplace** (FAR 52.223-5) *(applicable to orders/bids over $25,000 for a business concern; or any dollar amount for an individual)*

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

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

1) Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subcontractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Establish an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the subcontractor's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and, the penalties that may be imposed upon employees for drug abuse violations.

3) Provide all employees with a copy of the statement required by (b) (1) above.

4) Notify all employees, in writing, in the statement required by (b) (1) above, that as a condition of continued employment, the employee must abide by the terms of the statement; and notify the employer, in writing, of the employee's conviction under a criminal drug statute for a violation occurring in the workplace not later than five calendar days after such conviction.

5) Notify the Vendor in writing within five calendar days after receiving employee notice referred to above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.

6) Within 30 calendar days after receiving employee notice referred to above, take appropriate personnel action against such convicted employee, up to and including termination; or, require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes.

7) Make a good faith effort to maintain a drug-free workplace through implementation of (b) (1) through (b) (6) of this provision.

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

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

K.6 **Previous Contracts and Compliance Reports** (FAR 52.222-22) *(applicable to orders/bids over $50,000 and 50 or more employees)*
The Vendor represents that:

a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

b) It ☐ has, ☐ has not, filed all required compliance reports; and,

c) Representations indicating submission of required compliance reports, signed by the offer OR’s proposed subcontractors, will be obtained before subcontract award.

K.7 **Affirmative Action Compliance** (FAR 52.222-25) *(applicable to orders/bids over $50,000 and 50 or more employees)*
The Vendor represents that:

a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or,

b) It ☐ has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
K.8 Clean Air And Water Certification (FAR 52.223-1) *(applicable to orders/bids over $100,000)*

The Vendor certifies that:

a) Any facility to be used in the performance of this proposed subcontract is ☐, is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b) The Vendor will immediately notify the Vendor, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the VENDOR proposes to use for the performance of the subcontract is under consideration to be listed on the EPA List of Violating Facilities; and,

c) The Vendor will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt sub-subcontract.

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

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

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

1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, on his or her behalf, in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;

2) If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, on his or her behalf, in connection with this solicitation, the Vendor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Vendor; and,

3) The Vendor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

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

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

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


1) Providing or attempting to provide or offering to provide any kickback;

2) Soliciting, accepting, or attempting to kickback; or,

3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Vendor to the United States or in the contract price charged by a subcontractor to a prime Vendor or higher tier subcontractor.

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

d) When the Vendor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Vendor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head contracting agency if the agency does not have an inspector general, or the Department of Justice.
e) The Vendor agrees to incorporate the substance of this clause, including this subparagraph but accepting subparagraph (c), in all subcontracts under this contract which exceed $100,000.

SECTION 9: UNAVCO TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

12) TERMINATION FOR DEFAULT. Buyer may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate this order in whole or in part by written notice of default if Seller: (a) fails to deliver the supplies or perform the services within the time specified; (b) fails to make sufficient proceedings under bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or Seller makes an assignment for the benefit of creditors, Buyer may terminate this order, without liability, except for deliveries previously made and for supplies completed and subsequently delivered in accordance with the terms of the order. In the event of Seller's insolvency, Buyer shall have the right to procure the balance of this order from others without liability.

17) INSURANCE. Applicable only if Seller enters 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 violations 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.


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 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 resources 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 on October 1, 2009 (ref.:http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf)

31) **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.

32) **DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689).** No Order shall be made with parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors declared ineligible under statutory or regulatory authority other than E.O. 12549. Vendors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees. By accepting this order, Seller certifies that the Seller is not listed as Debarred or Suspended as described herein above. Agreement Holder certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any U.S. Government department or agency.

33) **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.

34) **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 supersedes or modify any Order provisions. Any subsequent additions, deletions or modifications to this agreement shall not be binding upon the parties unless the 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.
Appendix A

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

If any of the following have a financial or other substantive interest** with UNAVCO, Inc. an attached detailed explanation of the relationship or benefit must be submitted with your Proposal:

- yourself
- immediate family *
- your partner
- any organization in which any of the aforementioned have a material financial or other substantive interest**

I certify that I have provided full disclosure of all relationships that may create a conflict of interest with UNAVCO, Inc.

Name of Organization

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<tr>
<th>Signature of Authorized Representative</th>
<th>Title of Authorized Representative</th>
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* Immediate Family is defined as any person related within the second degree of affinity (marriage) or within third degree of consanguinity (blood) to the party involved.

The prohibited relationships are summarized below:

- First degree of affinity = husband, wife, spouse’s father or mother, son’s wife, daughter’s husband
- Second degree of affinity = spouse’s grandfather or grandmother, spouse’s brother, or sister
- First degree of consanguinity = father, mother, son, daughter
- Second degree of consanguinity = grandfather, grandmother, brother, sister, grandson, granddaughter
- Third degree if consanguinity = great grandfather, great grandmother, uncle, aunt, brother or sister’s son or daughter, great grandson, great granddaughter

** Substantive Interest is defined as any interest of a substantial nature, whether or not financial in nature, including membership on an organization’s governing board, acting as the agent for an organization, or employed as an officer of an organization.
Appendix B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 USC 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Vendor certifies that it will provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and any associated consequences of non-compliance;

2. Establishing an on-going drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Vendor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation, and employee assistance programs;

3. Providing each employee with a written copy of the Vendor’s Drug-Free policy;

4. Notifying the employees in the Vendor’s policy statement that as a condition of employment under the Contract employee shall notify the Vendor in writing within five (5) business days after a conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

5. Notifying UNAVCO, Inc. within ten (10) business days of the Vendor’s receipt of notice of the conviction of an employee; and,

6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute as set forth in the Vendor’s drug-free workplace policy.

________________________________________________________________________

Name of Organization

________________________________________________________________________

Signature of Authorized Representative Title of Authorized Representative

________________________________________________________________________

Printed Name of Authorized Representative Date

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Appendix C

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants Responsibilities. The regulations were published as Part VII of the October 26, 1988 Federal Register (pages 19160 – 19211).

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

   b. Have not within a three (3) year period preceding this Contract 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) transaction or Contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1) b. of this certification.

   d. Have not within a three (3) year period preceding Proposal had one or more public transactions (Federal, State, local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

______________________________
Name of Organization

______________________________
Signature of Authorized Representative    Title of Authorized Representative

______________________________
Printed Name of Authorized Representative    Date
Appendix D

STATEMENT OF NON-DISCRIMINATION

Public Law 105-220, Sec. 188 Nondiscrimination

(a) In General.—

(1) Federal financial assistance.—For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.

(2) Prohibitions of discrimination regarding participation, benefits, and employment. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972), national origin, age, disability, or political affiliation or belief.

(3) Prohibition on assistance for facilities for sectarian instruction or religious worship. Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).

(4) Prohibition on discrimination on basis of participant status. No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

(5) Prohibition on discrimination against certain noncitizens. Participation in programs and activities or receiving funds under this title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

Name of Organization

__________________________  __________________________
Signature of Authorized Representative  Title of Authorized Representative

__________________________  __________________________
Printed Name of Authorized Representative  Date
Appendix E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee or member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for 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 in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

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

Name of Organization

________________________________________
Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date

*NOTE: - In these instances, “All” in the Final Rule is expected to be clarified to show that it applies to covered Contract/Grant transactions over $100,000 (per OMB).
Appendix F

STATEMENT OF ASSURANCES

The Vendor assures the following itemized requirements and conditions will be met:

1) The Vendor has the ability to provide directly, or through sub-contract, all products/services described in this RFP and resulting Contract.

2) The Vendor will accept accountability for meeting the performance standards established by UNAVCO, Inc. and as may be required by the Federal government related to the products/services described in this RFP.

3) The Vendor assures the establishment of sufficient working capital to meet and to maintain product order volume.

4) The Vendor assures that there are no continuing or frequently recurring conflicts between the Vendor’s private interests and the performance of the Vendor’s duties in the public interest.

Name of Organization

________________________________________
Signature of Authorized Representative

Title of Authorized Representative

________________________________________
Printed Name of Authorized Representative

Date