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

<table>
<thead>
<tr>
<th>RFP Number:</th>
<th>P100120</th>
<th>RFP Title:</th>
<th>SERVICES – PAYROLL, BENEFITS, AND HR ADMIN.</th>
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<tr>
<td>RFP Due Date and Time:</td>
<td><strong>February 17, 2021</strong> 5:00 p.m./Mountain Time</td>
<td>Number of Pages:</td>
<td>25</td>
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**ISSUING COMPANY INFORMATION**

<table>
<thead>
<tr>
<th>Purchasing Agent:</th>
<th>Tim Reeme</th>
<th>Issue Date:</th>
<th>November 18, 2020</th>
</tr>
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<tbody>
<tr>
<td>6350 Nautilus Drive</td>
<td>6350 Nautilus Drive</td>
<td>Phone:</td>
<td>(303) 381-7500</td>
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</tbody>
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**INSTRUCTIONS TO VENDORS**

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR PROPOSAL.

| Email Proposals to: | BOURGOIN@UNAVCO.ORG REEME@UNAVCO.ORG |

**VENDORS MUST COMPLETE THE FOLLOWING**

| Vendor Delivery Date: | Vendor Delivery Time: |
| Vendor Name/Address: | Vendor Signature: |
| Vendor Phone Number: | Vendor FAX Number: |
| Vendor Email Address: | Vendor Web Address: |
| UNAVCO Receipt Date: | UNAVCO Receipt Delivery Time: |

**PLEASE INITIAL ALL PAGES AT THE LOWER RIGHT HAND CORNER TO ACKNOWLEDGE AND SIGNIFY THAT VENDOR HAS READ AND UNDERSTOOD EACH PAGE.**

UNAVCO T&C [https://www.unavco.org/contact/procurement/procurement.html](https://www.unavco.org/contact/procurement/procurement.html)

A signed 2021 W-9 must be submitted before award will be made.
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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 vendors such as Insurance Agents, Employee Benefits Brokers, and Professional Employer Organizations (PEO), who can demonstrate written evidence of past performance and business endeavors that align with the purpose, values, and vision of UNAVCO, to provide exemplary cost-effective human resource service solutions as described within this Request for Proposals (RFP).

1.2 PURPOSE
The purpose of this RFP is to allow UNAVCO to identify the most qualified Vendor to provide exemplary cost-effective human resource service solutions and manage employee risks as described in this RFP.

SECTION 2: SCOPE OF WORK

2.1 GENERAL STATEMENT
UNAVCO is seeking responses from qualified vendors such as Insurance Agents, Employee Benefits Brokers, and Professional Employer Organizations who can demonstrate written evidence of past performance and business endeavors that align with the purpose, values, and vision of UNAVCO, to provide exemplary cost-effective human resource service solutions and manage employee risks as outlined in this Section of the RFP.

Vendors should note that partial responses to proposed services, as determined by UNAVCO, will be deemed non-responsive and will disqualify the Vendor from further consideration. To ensure full coverage of all required service components and to promote collaboration among qualified organizations, Vendors may propose written subcontracting arrangements with other qualified partners as long as the qualifications and costs associated with such proposed subcontracts are clearly identified in the Proposal, and there is sufficient justification for the subcontract.

2.2 VENDOR SERVICES
Qualified Vendors shall provide a written summary demonstrating exemplary past experience in expeditiously and efficiently providing the services of Insurance Agents, Employee Benefits Brokers, and/or PEO to include:

- Written evidence of past performance and business endeavors that align with UNAVCO.
- Number of years the Vendor has been in business in the United States. Indicate if the Vendor is a State of Colorado based corporation and whether it has offices in UNAVCO’s service area nationwide. Provide a copy of your State License. Indicate your Federal Employer Identification Number and if the Vendor has been certified as a Minority Business Enterprise for the purposes of doing business with the state government, include a copy of Minority Business Enterprise Certification.
• Membership in a National Association or Organization to assure UNAVCO that the vendor is current with industry developments. If not a member of a National Association or Organization, you must explain how you stay abreast of industry developments.
• Membership in Employer Services Assurance Corporation (ESAC), or provide information allowing UNAVCO to assure UNAVCO that its employees and employment taxes will be paid, and benefit payments will be assured in the event of payment default by the Vendor.
• Any additional Industry Recognized Awards/Certifications.
• Identify the Vendor’s workers’ compensation carrier, the rating of the carrier, how long the PEO has been with the carrier, and what coverage commitment the Vendor has for the future.
• Credentials and experience of the Vendor’s administrative, human resources, and risk management staff and indicate the average staff tenure and turnover with the organization.
• Professional and client references, including bank and credit references. The Vendor shall demonstrate that payroll taxes and insurance premiums have been paid consistently and in a timely manner.
• Identify how the employee benefits are funded, indicating if they are fully insured nationwide or partially self-funded. Who the third-party administrator(s) or carrier(s) are and provide written evidence of the financial viability of these organizations.

2.3 SERVICES TO BE PROVIDED
The Vendor shall serve as a Professional Employer Organization for UNAVCO. Provide benefits, payroll processing, and serve as the employer of record for UNAVCO which includes supplying statutory benefits such as employee tax withholdings, workers’ compensation, and employer unemployment tax withholdings.

The following are the services to be provided by qualified Insurance Agents, Employee Benefits Brokers, and/or Professional Employer Organizations for approximately 90 employees in eight states receiving payroll every two (2) weeks made mainly through electronic deposits (ACH) with occasional paper checks:

A. Human Resource Management
UNAVCO requires the Vendor to provide a detailed description of their human resource management services to include:
• Personnel Consultation and Assistance (Hiring/Firing, Discipline)
• Unemployment Claims Handling
• Compliance with Employment Laws and Regulations (Americans with Disability Act, FMLA, etc.)
• Up-to-date posters and notices to work site HR of new employment related laws and regulations (AK, AL, CA, CO, MT, NM, OR, WA and other states as necessary overtime (national coverage).
• Dedicated person(s) for HR functions to UNAVCO account.
B. Workers’ Compensation/Safety
UNAVCO requires the Vendor to provide a detailed description of their workers’ compensation/safety services to include:

- Workers’ Compensation Insurance option
- Compliance with Workers’ Compensation Laws
- Administration and Investigation of Employee Claims
- Fraudulent Claims/ Safe Worker Reward Programs
- Managed Care Program
- Preparation/Compliance with OSHA Regulations
- Safety Policies, training, assessments, and inspections

C. Employee Benefits
UNAVCO requires the Vendor to provide a detailed description of their benefits to include:

- General timeline and process for open enrollment, communicating healthcare rates for next year
- Enroll employees in all benefit plans (explain who does the input and when it is due for 10/1/21 transition)
- Respond to employee benefit inquiries, claims and complaints
- Multiple Preferred Provider Organizations (HMO, PPO, HDHP options)
- Medical Insurance and Prescription Coverage (strong preference for Kaiser in CO, WA, CA, OR, and United Healthcare in NM and AK or comparable plans and other states as necessary overtime (national coverage).
- Dental Insurance (Delta and Aetna high/low plans or similar offering)
- Vision Care (VSP or similar offering)
- Group Life and AD&D (employer sponsored coverage plus voluntary employee options)
- Disability Insurance (Short- and Long-Term Disability plans, employer paid)
- Online enrollment capabilities at time of hire, status change and Open Enrollment periods for employees
- Track Eligibility Dates for Leaves of Absence and Benefits Eligibility
- Leave Management for FMLA, CFRA
- Administration of Paid Time Off (PTO) program
- Assume COBRA, HIPAA, ERISA Portability Compliance
- HSA Plans and Administration for HDHP enrollees
- Employee Assistance Program (EAP)
- Supplemental benefits (Voluntary)
- Flexible Spending Account Plans (Dependent Care and Health care plans)
- Describe the claims submission process and turnaround time for FSA reimbursements
- Affordable Care Act (ACA) and Applicable Large Employer (ALE) Reporting

D. Payroll
UNAVCO requires the Vendor to provide a detailed description of their payroll services for approximately 90 employees in eight states (AK, AL, CA, CO, MT, NM, OR, WA and other states as necessary overtime (national coverage) to include:
● Report Hours
● Computation and Preparation of Payroll
● Job cost information downloadable to Microsoft Dynamics SL or payroll summary uploadable to PEO payroll system
● Direct Deposit
● Deductions for Child Support, Levies, and Garnishments
● Payroll register review before processing available
● Employee expense reimbursements
● Withhold Income Taxes and FICA--Multi-state AK, AL, CA, CO, MT, NM, OR, WA and other states as necessary overtime (national coverage).
● Complete timely Monthly/Quarterly/Annual Tax Filings for states listed above and provide UNAVCO with supporting documentation when completed
● Filing all appropriate payroll Federal/State taxes with the respective revenues agencies in all listed states above
● Complete W-4s, I-9s, and W-2s (also, make available online for employees)
● Payroll assistance
● Ability to ACH funds for payroll
● Employee Earnings Records
● Detailed list of Standard Reports available
● Include Reporting of Payroll Costs (off-cycle checks, including employee terminations)
● How does the payroll system integrate with other systems such as retirement plan contributions?
● The Vendor needs to prove they are an IRS certified PEO
● Provide pricing for specific range of issued checks, e.g. under 160, 160-260, 261-360, etc. and estimate what it costs to go over a set range.
● Dedicated person(s) for payroll functions to UNAVCO account.

E. Training Programs
UNAVCO requires the Vendor to provide a detailed description of their training programs to include:
● Schedule of Trainings/Seminars Offered
● Cost to UNAVCO to attend/participate Trainings/Seminars
● Safety Training and Assessment
● Harassment prevention training, specifically for CA

F. Online Services
UNAVCO requires the Vendor to provide a detailed description of their online services to include:
● Time and Attendance
● On/off boarding
● HRIS custom fields
● Customized UNAVCO Employee Handbook, Forms, List of Observed Holidays, etc.
● Access – Reporting, Data Change Requests, New Hire Enrollment, and Payroll Entry
● Online yearly Benefits Open Enrollment
• Employee Portal access to change their personal information and check time off accrual easily and 24/7
• Helpdesk availability
• Supervisor access to their direct employee’s data such as title, pay, hire date, etc.

G. Others
Provide a comprehensive list of other service offerings that might be beneficial to UNAVCO, for example:
• Mobile application available to all employees
• List of customer-oriented metrics available (number of benefit calls, etc.)
• Performance Management systems or Applicant Tracking Systems

H. Technical
Provide a comprehensive list of other service offerings that might be beneficial to UNAVCO, for example:
• Cybersecurity policy, cyber insurance policy, remediation measures in case of breach to protect PII (Personally Identifiable Information).
• Mac and PC friendly
• How to integrate Vendor system into current UNAVCO systems (MS Dynamics SL--.csv or.xls file import and export capabilities)

I. Transition Management
• Detailed transition process with timelines, contacts, and requirements from UNAVCO.

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 Appendix G.
Vendor shall include their W-9 form for 2021.
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: PROPOSAL PREPARATION**

**4.1 PROPOSAL OUTLINE**

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

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

b. **Services to Be Provided**
   
   Provide a detailed description for the services to be provided as specified in Section 2.3.

c. **Vendor’s Experience**
   
   Describe your company’s current or experience in providing the required services including years in operation, skill level, and experience. Please include a list of completed projects of similar size and scope as the project in this RFP and specify the location of the project, along with three (3) references as specified in Section 2.2.

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

   Please provide a brief description of your company’s accounting system, internal controls, and invoicing.

e. **Prices Information**
   
   UNAVCO requires the Vendor to provide detailed, itemized pricing for *each service* provided in the above Section 2.3 of this RFP to include all applicable costs and fees to UNAVCO. The Vendor shall indicate the thresholds for changes in costs and fees and
whether it is an increased or decreased cost/fee. The Vendor shall indicate if there are any other costs to UNAVCO.

1. Each Vendor must develop and submit a line item budget for all services to be provided based upon experience, information provided in this RFP, and anticipated fees. Itemize all applicable fees, detailing all elements including your company’s fee for service for the following:
   - Calculate the total salary and applicable fees for the initial payroll, including salaries, fringe benefits, service fees, and all start up fees/costs.
   - Calculate the total salary and applicable fees for subsequent routine payrolls, including salaries, fringe benefits, and service fees.
   - Provide a complete list of all fees.
   - Combined Rates for Services Provided
   - Provide an annual estimate for all fees based on the estimated annual number of 90 employees in eight states for 26 payroll cycles.

2. The Vendor shall provide the following cost in their budget:
   - Carriers of and cost per employee per month for life/AD&D Insurance
     - Company Provided
     - Voluntary
   - Carriers of and cost per employee per month for Short and Long-term disability Insurance
     - Company Provided
     - Voluntary
   - Carriers and Cost per employee per month of Dental Plans using the data from the attached Census for assumed coverage for each employee
   - Carriers and Cost of Vision Plans per employee per month using the data from the attached Census for assumed coverage for each employee
   - Carriers and Cost of Medical Plans - must include Kaiser, PPO and HDHP plans for AK, AL, CA, CO, MT, NM, OR, WA, and other states as necessary overtime (national coverage).
     - Provide cost per employee per month based on the data from UNAVCO’s Census provided in Appendix H.
   - Ability for UNAVCO Supplement to offset Medical, Dental and Vision.
   - Guaranteed rates for a specific period.

4.2 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/Non-harassment
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: January 15, 2021
- Deadline for Submittal: February 17, 2021
- Review of Proposals: 02/18-03/17, 2021
- Interviews or Additional Questions Conducted: 03/18-04/07, 2021
- Vendor Selected: 04/08-21/2021

*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 a Vendor 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 pts:

1. Company Overview (5%)
2. Vendor Services (25%)
3. Vendor Experience (10%)
4. Fiscal Management Information (30%)
5. Pricing (25%)
6. Required Documents (5%)

SECTION 6: PROPOSAL SPECIFICATIONS

6.1 INSTRUCTIONS TO VENDORS

6.1.1 Contact Information.

UNAVCO, INC.,
6350 Nautilus Drive, Boulder, CO 80301
From the date this RFP is issued until a Vendor is selected and the selection is announced by UNAVCO, Vendors are not allowed to communicate with any UNAVCO staff or officials regarding this procurement. Any unauthorized contact may disqualify the Vendor from further consideration.

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 UNAVCO in writing. The Vendor making such a request will be solely responsible for its timely receipt by UNAVCO. 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 one hundred eighty (180) 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. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP #P100120. Proposals must be received by UNAVCO prior to 5 p.m., local time on the Due Date specified on the front page of this RFP. 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’s sole risk to ensure delivery to UNAVCO 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 Due Date. Should any Vendor desire to change or withdraw a proposal prior to the proposal due date, the Vendor may do so by making such a request in writing to UNAVCO. This communication must be received prior to the date and hour of the proposal due date by a request in writing to UNAVCO (e-mail notices containing prices are not allowed and will be disqualified).
6.3.2 Change AFTER Proposal Due Date. After proposals are opened, they may not be changed except to correct obvious mistakes and minor variations.

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. 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.

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.

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.

DEBARMENT AND SUSPENSION: Pursuant to Uniform Guidance 2 CFR 215-13, 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.
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

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date

* 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 of 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).

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 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.

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

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Appendix D

STATEMENT OF NON-DISCRIMINATION/NON-HARASSMENT

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.

(6) Compliance with Nondiscrimination Laws. The parties agree to abide by all federal, state, and local nondiscrimination and anti-harassment laws, as applicable. In the event of a complaint
that concerns both parties to this agreement, the parties agree to promptly investigative and, at the request of either party, utilize a neutral, third-party investigative agency of their mutual choice to determine the veracity of the complaint. In the event that one party is held to have violated any nondiscrimination or anti-harassment law, and such violation results in liabilities for the other party, including but not limited to defense costs, a settlement, or a judgment, the party that is in violation of such laws agrees to indemnify the non-violating party for such costs and/or liabilities. Failure to abide by this provision is considered a material breach of this agreement for which the breaching party shall be liable.

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

Name of Organization

__________________________________________  Title of Authorized Representative

Signature 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
APPENDIX G

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

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

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

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

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

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

b) By submission of its offer, the Vendor, if 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.

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

The Vendor represents that:

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

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

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

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

The Vendor represents that:

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

or,

b) It ☐ has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.8 Clean Air and Water Certification (FAR 52.223-1) (applicable to orders/bids over $100,000)
The Vendor certifies that:

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

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

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

K.9 Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions (FAR 52.203-11) (applicable to orders/bids over $100,000)
a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

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

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

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

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

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

K.10 Anti-Kickback Procedures (FAR 52.203-7) (applicable to orders/bids over $100,000)
a) "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Vendor, prime Vendor employee,
subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable
treatment in connection with a prime Vendor in connection with a subcontract relating to a prime contract.

   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.

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 H

UNAVCO CENSUS

AVAILABLE UPON REQUEST ONLY
APPENDIX I

UNAVCO WORKER’S COMPENSATION TITLES AND CODES

AVAILABLE UPON REQUEST ONLY