REQUEST FOR PROPOSALS

ALABAMA A&M UNIVERSITY
NORMAL, AL. 35762

SOLAR PHOTOVOLTAIC GENERATING SYSTEM
FOR ALABAMA A&M UNIVERSITY

ALABAMA A&M UNIVERSITY (AAMU) invites sealed proposals to provide a “turnkey” approach for a Power Purchase Agreement (PPA) to design, construct, operate and maintain for 20 years a Solar Photovoltaic System(s). Primarily, the system(s) will be designed to provide renewable energy that will offset the energy currently being supplied by the local electric utility company. Second, the power generated will be produced at a cost per kWh lower than currently available to the University from traditional power suppliers. The University intends to enter into a 20 year Power Purchase Agreement (PPA) with the successful bidder. The 20 year PPA will commence upon the final completion by the bidder and acceptance by the University and all governing bodies with jurisdiction of the requested solar system(s). Initially the University is considering two sites for installation of a ground mounted system, but is willing to review any proposed locations within the area of the main campus. The systems should be designed to include the following:

- Maximum power generation located at:
  Meridian St. location adjacent to Normal Hills Apartments, Normal, AL. 35762.
  There is a potential for up to 80 acres to be used.

- The bidders may apply for and the University will provide its written support for any and all applicable grants the bidder identifies.

In addition, the systems must:
- Be capable of operating within the regional electric utility (Huntsville Utilities/ TVA)
- Utilize aggregate net metering to offset the University’s electricity accounts
- Be designed to meet all national, state and local electrical codes and best engineering practices.

The University may accept or reject each site based upon presented advantages or disadvantages. The University will also take into account examples of previous large-scale,
100kW or higher, photovoltaic projects installed by the bidders. It should be assumed by all bidders that the University would provide a clear and stump-free site by spring 2016 for sites.

All activities and costs related to the design, engineering, permitting, state agency approvals (State of Alabama, Huntsville Utilities, TVA and Alabama A&M University, others), construction, operation and maintenance for all elements of the solar system are the responsibility of the bidder. The University’s liability shall be limited to the payment of the agreed upon per kWh rate for net electricity generated from the resultant solar system. The University will not provide financing for any portion of this project beyond the payment of the agreed upon PPA rate.

OVERVIEW

Schedule:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>October 7, 2015</td>
</tr>
<tr>
<td>Pre-Bid Meeting and Site Visit</td>
<td>October 19, 2015</td>
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<tr>
<td></td>
<td>9:30 to 11:00 am</td>
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<td>ALABAMA A&amp;M UNIVERSITY</td>
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<td>Physical Facilities</td>
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<td></td>
<td>453 Buchanan Way</td>
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<td>Normal, AL. 35762</td>
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<td>Deadline for Questions</td>
<td>October 28, 2015</td>
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<tr>
<td>Proposals Due</td>
<td>November 6, 2015</td>
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<tr>
<td></td>
<td>3:00 PM</td>
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<tr>
<td>Interviews</td>
<td>November 16, 2015</td>
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<tr>
<td>Announcement of Winning Bid Award Date</td>
<td>November 20, 2015</td>
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</table>

Contact:

All questions are to be directed to:

Jeffrey L. Robinson
Purchasing Director
ALABAMA A&M UNIVERSITY
305 Patton Hall
Normal, AL.
256-372-8211 (phone)
256-372-5223 (fax)
Email: Jeffrey.robinson1@aamu.edu

The deadline for questions is October 28, 2015; questions and answers will be posted shortly...
thereafter. The RFP and addenda, (if any), including questions and answers, will be posted on the University procurement webpage at http://www.aamu.edu/administrativeoffices/business-and-finance/purchasing/Pages/default.aspx. It is the bidder’s responsibility to monitor the site for any addenda. However, the University will make an attempt to update contractors if a valid email address is provided. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP’s may be adjusted to allow for revisions.

A mandatory site visit and pre-bid meeting will be held on October 19, 2015 at 9:30 am at the ALABAMA A&M UNIVERSITY Physical Facilities Conf. room. University Services Bldg. 453 Buchanan Way, Normal, AL., 35762. There will be a guided tour of the proposed location of the solar array described above following the pre-bid meeting.

One (1) original, six (6) copies and (1) one electronic flash drive or CD/DVD of complete proposals in a sealed package labeled Solar Farm Project RFP P0017 are due to:

Jeffrey L. Robinson
Purchasing Director
ALABAMA A&M UNIVERSITY
305 Patton Hall
Normal, AL.

by 3:00 p.m. on November 6th, 2015. Proposals will be reviewed and selected firms will be invited to participate in oral presentations.
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**ATTACHMENTS**

A. PROJECT DESCRIPTION FORM  
B. PRICING MODEL  
C. SITE PLAN (lot adjacent to Normal Hills Apts., Meridian St. 35811 in addition to other potential locations)  
REFERENCE
1.0 PURPOSE AND OVERVIEW
The purpose of this RFP is to contract for the design, installation, operation and maintenance of a large ground mount Solar Photovoltaic System. ALABAMA A&M UNIVERSITY intends to enter into a contract to purchase the electricity generated by the system through a long term Power Purchase Agreement (PPA) of at least twenty (20) years.

2.0 PROCESS
2.1 This RFP will be evaluated in two phases. In the first phase, the University will review bidder qualifications and price proposals. In the second phase, the University will conduct interviews with a short list of bidders before making a final decision.

2.2 The University reserves and may exercise one or more of the following rights and options in its sole discretion with respect to this RFP:
   - Rejection of any or all proposals;
   - Supplement, amend or otherwise modify this RFP;
   - Cancel this RFP with or without the substitution of another RFP;
   - Issue additional or subsequent RFPs;
   - Conduct investigations with respect to the qualifications of any provider;
   - Change any time for performance set forth in this RFP; and
   - Waive any non-material deviation from this RFP.

   If a proposal is selected, it will be the most advantageous regarding price, quality of service, the respondent’s qualifications and capabilities to provide the specified service and other factors that the University may consider.

   ALABAMA A&M UNIVERSITY reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that consultant whose proposal is deemed to best meet Allegany University’s specifications and needs.

   ALABAMA A&M UNIVERSITY reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms or conditions of any bid determined by ALABAMA A&M UNIVERSITY to be in the best interests of ALABAMA A&M University.

   Proposals must be signed by an official authorized to bind the bidder to its provisions for at least a period of 180 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

2.3 Instructions to Bidders
   - Solar providers are prohibited from making any changes to the format or formulas within the pricing spreadsheet, and are to enter their proposal data in the fields specified only. Any alterations to the proposal format
will be grounds for rejecting the price proposal.
2.3.2 ALABAMA A&M UNIVERSITY assumes no responsibility for oral or telephonic explanations or interpretations of bid documents. All official correspondence will be in writing and transmitted through the Purchasing Department.

2.4 Preparation of Bids
2.4.1 Bids should be prepared simply and economically, providing a straightforward, concise description of the items and/or services offered.
2.4.2 ALABAMA A&M UNIVERSITY will not be responsible for any bid preparation or submission costs.

2.5 Shortlist Presentations and Award of Bids
2.5.1 The University reserves the right to shortlist bidders based on the proposal responses to this RFP and its requirements. The University may conduct a proposal review meeting with the short listed bidder(s). The University reserves the right to adjust quantities, negotiate and call for best and final pricing from the short listed bidder(s).
2.5.2 The contract will be awarded to the bidder that best achieves the requirements and purpose of this RFP, provided the offer is fair and reasonable, and it is in the best interests of the University to accept it. The evaluation criteria are stated in section 5.0.

3.0 PROJECT DESCRIPTION
To provide a “turnkey” approach for a Power Purchase Agreement (PPA) to design, construct, operate, own and maintain for 20 years, a Solar Photovoltaic System(s) for AAMU. Bidders shall be fully knowledgeable and experienced in the type of work to be performed and shall understand and comply with all applicable State of Alabama laws and regulations. Initially, two sites are being considered for installation of a photovoltaic system(s). The initial sites to consider are on Meridian St.
(Site Map located in Attachment C)

3.1 Scope of Services: The Bidder must design, install, own, operate and maintain a turnkey photovoltaic solar project on University property. Including but not limited to:
3.1.1 Pre-project
- Provide all initial and final engineering drawings and plans to the University’s satisfaction,
- Conduct any PJM interconnection studies necessary to execute the project,
- Obtain interconnection agreement with the applicable utilities or PJM,
- Obtain all necessary federal, state, local and other permits necessary to complete the system (it will be the bidders’ responsibility to pay all permit fees), and
- Obtain all necessary zoning approvals.
3.1.2 Construction
- Project site preparation necessary to install the photovoltaic system,
- Install the photovoltaic system, to the satisfaction of the University, including all photovoltaic equipment, inverters, wiring and ancillary equipment necessary for system operations,
- Site must be secured by an 8 foot chain link security fence, with gate and lock,
- For the finished installation, special attention shall be paid to minimizing the risk of exposed fasteners, sharp edges and potential future damage to the modules or support structure. Corrosion resistance and durability of the mechanical hardware shall be provided by the use of stainless steel fasteners and an aluminum support structure. The use of ferrous metals, wood or plastic components is not allowed. Galvanic corrosion shall be avoided,
- Re-grade and re-seed the site,
- Commission and activate the system.

3.1.3 Maintenance and Operations
- Maintain the system for its service life, including any washing, site vegetation control, upgrades and repairs necessary to ensure the continuous delivery of electricity,
- Provide revenue-grade metering to establish the amount of electricity delivered to the University and billing,
- Provide ongoing monitoring and a data output via web suitable for display on University websites or LCD monitors in an University Office Complex,
- Supply all necessary internet connections for monitoring of the system, unless waived by the University.

3.1.4 Project Ownership
- The name of the project ownership group for the project must be included in the bidder’s proposal,
- Ownership group experience with similar projects, preferably with Alabama counties and/or municipalities, should be documented
- A letter of intention to own the solar project from the ownership group who will underwrite the project must be included with the bidder’s proposal,
- Aggregate all federal, state, local and utility incentives and incorporate these into the cost per kWh of power delivered.

3.1.5 Electricity Generation and Sale
- Provide the University all electricity generated by the system, unless explicitly waived by the University.

3.1.6 Previous PV Solar Project
- Provide a summary of past PV project, power output of past projects, location of projects and financing mechanisms used.

3.2 University Requirements

3.2.1 The University will be responsible for the following:

- ALABAMA A&M UNIVERSITY will make available all studies in the area completed to date,
- ALABAMA A&M UNIVERSITY will make available any site drawings, maps and digital data of the project area and all available infrastructure information,
- Providing the necessary space to host the system,
- Providing access to the site for all agreed upon installation and maintenance,
- Providing a notice to proceed in a timely manner,
- Purchasing the electricity for the term and value identified in the contract and pricing model,
- In the case of termination for convenience after Year 5 of the PPA term, the University will pay the system owner the termination value specified in the pricing model,
- The University and solar system owner shall come to an agreement on a Payment In Lieu of Taxes (PILOT) program for personal property tax on the solar equipment.

4.0 CONTRACT TERMS AND POWER PURCHASE AGREEMENTS

4.1 Power Purchase Agreement: The University’s intent is to enter into a framework agreement with the selected bidder(s) that defines the overall scope, working terms and other provisions.

4.2 Payment: Invoices will be paid net 30 days after the beginning of metered electricity production by the system.

5.0 FORMAT FOR PROPOSAL SUBMITTALS

5.1 The bidder’s proposal must include the following:

5.1.1 Cover Letter (limit 1 page)
- Identify your company, responsible parties and any alternative names (e.g. doing business as or DBA). Clearly include contact information.

5.1.2 Project Narrative (4 pages)
- Describe your vision for the project and why your organization is the best partner.

5.1.3 Proposed Benchmark Dates (Limit 1 pages)
- Please outline the probable project approach from start to completion, including construction, with key dates of achievement.
- The University would like for bidders to take advantage of Federal Tax credits anticipated to expire at 2016 end.

5.1.4 Business Information (limit 2 pages)
- Brief History and Background of the Bidder.

5.1.5 Qualification (limit 3 pages)
- Provide a brief summary of similar projects completed for other clients. Include reference contact information for each project.

5.1.6 Staff (limit 3 pages)
- Provide brief biographies, no longer than 400 words per individual.

5.1.7 Project Forms and Pricing Model
- Provide a completed project description (Attachment A) and completed pricing model (Attachment B).

5.1.8 Cut Sheets
- Attach manufacturer cut sheets for the quoted and designed photovoltaic solar panels, inverters and monitoring equipment.

5.2 Required Information: The following shall be clearly indicated in the proposal:

5.2.1 The bidder shall include in their proposed scope of work, as necessary, all permits and approvals from government agencies and utility companies serving the facility, engineering certifications as required, and all labor, services and equipment necessary to install a fully functional and operational photovoltaic electric system for use at each facility.

5.2.2 Bidders shall include the following information in the proposal:
- Cost of electricity in year 1 ($/kWh)
- Annual escalation rate
- Payment terms
- System size (kW)
- Estimated annual output (kWh)
- Operation and maintenance requirements
- Warranty information
- Estimated annual cost savings to University
- Monitoring system including equipment requirements, data output, maintenance requirements and how the information needed for PPA billing will be provided by the proposed monitoring system
- Typical useful life of significant components, including photovoltaic array and inverters
- Completion of attached financial model template including all project financing assumptions over the life of the Agreement. If any information is excluded from the template, the University will not consider the bid complete.

5.2.3 At the expiration of the contract, the following options shall be provided by the bidder to Allegany University:
- Fair market value purchase option for ALABAMA A&M UNIVERSITY to
purchase system at the end of the 20 year term and at the end of 10 each renewal period should the University exercise the option to renew.
- Contract renewal for up to two (2) consecutive periods of five (5) years each.

5.2.4 Detailed description of the system including estimated solar system size, manufacturer of PV modules, monitoring system and inverter(s), and descriptive information.

5.2.5 Estimated annual production in kWhs beginning in the first year after installation, and for each subsequent year thereafter through the estimated life of the PV modules.

5.2.6 Power Purchase Agreement:
- Term of Power Purchase Agreement (PPA)
- A price per kWh rate schedule for each given term
- A fee schedule for early termination
- General terms and conditions
- A description of the sale of Solar Renewable Energy Credits (SRECs), if applicable, to reduce the price per kWh in the PPA. Please explain what value the bidder is assigning to SRECs for each year for the life of the system

5.3 Supplier Profile, Qualifications and References

5.3.1 Bidders must provide three (3) letters of reference that have used the bidder’s service demonstrating the size and scope of the project being bid. References must include dollar amount, company name, address, contact person, position held, daytime telephone number and email address.

5.3.2 Bidder shall have been in business of installing similar sized systems for a minimum of three (3) years.

5.3.3 Bidder shall submit a Company Profile.

6.0 EVALUATION CRITERIA

6.1 Proposals received will be reviewed and rated by a committee established by AAMU University.

6.2 Proposals shall be evaluated on the basis of the following criteria and weights:

6.2.1 Proposed PPA cost and value of attributes to the University (30%)
   Including research and educational opportunities for AAMU Faculty/Staff/ Students and the community

6.2.2 Qualifications/experience, company profile (25 %)

6.2.3 Completeness and demonstrated competency of the Project Approach (25%)

6.2.4 Technical proposal including the product and the system (20%)

7.0 STANDARD OF PERFORMANCE

7.1 The bidder agrees to complete the work specified herein in good, workmanlike fashion, with
that standard of care, skill and diligence normally provided by like professional organizations in the performance of similar services.

7.2 Materials, Substitutions, Samples, Shop Drawings
7.2.1 Unless otherwise specified, the bidder shall provide and pay for all materials, labor, construction equipment and machinery, tools, utilities, water, transportation and other services and facilities necessary for the completion of the work, whether temporary or permanent.
7.2.2 The bidder warrants that all materials and equipment shall, unless otherwise specified, be new and that all work will be of good quality, free from faults and defects and in conformance with the specifications.

8.0 INSURANCE REQUIREMENTS
8.1 The bidder and all subcontractors shall provide a copy of their Certificate of Liability Insurance. The Certificate of Liability shall be written for not less than the following limits, or greater if required by law:

8.1.1 Workers’ Compensation:
- State: Statutory
- Applicable Federal (e.g., Longshoremen’s): Statutory
- Employer’s Liability: $150,000 per Accident
  $500,000 Disease, Policy Limit
  $150,000 Disease, Each Employee

8.1.2 Comprehensive Commercial General Liability (including Premises Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage):
- Bodily Injury/Property Damage:
  $1,000,000 Each Occurrence
  $2,000,000 Aggregate

8.1.3 Contractual Liability:
- Bodily Injury/Property Damage:
  $1,000,000 Each Occurrence
  $2,000,000 Aggregate

8.1.4 Personal Injury: $2,000,000 Aggregate

8.1.5 Business Auto Liability (including owned, non-owned and hired vehicles):
- Bodily Injury/Property Damage:
  $1,000,000 Each Person
  $2,000,000 Each Occurrence

8.1.6 If the General Liability coverages are provided by a Commercial Liability policy, the:
- General Aggregate shall be not less than $2,000,000 and it shall apply, in total, to this Project only.
- Fire Damage Limit shall be not less than $50,000 on any one Fire.
- Medical Expenses Limit shall be not less than $5,000 on any one person.

8.1.7 Umbrella Excess Liability: $2,000,000 over primary insurance
  $10,000 retention for self-insured hazards each occurrence
9.0 PROJECT SCHEDULE
9.1 ALABAMA A&M UNIVERSITY is interested in the timely completion of the Solar Photovoltaic Installation. Qualified firms must submit a project schedule that clearly states the necessary amount of time required to complete the project.

9.2 All systems must be finished and “turnkey” prior to the end of calendar year 2016.

Attachment A: Project Description Form

<table>
<thead>
<tr>
<th>Proposed System Size (kWDC)</th>
<th>Size in kW DC</th>
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<tbody>
<tr>
<td>Year 1 Production (kWh)</td>
<td>Forecast year 1 production in kWh</td>
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<tr>
<td>Panel Manufacturer</td>
<td>Proposed panel manufacturer (include cut sheet)</td>
</tr>
<tr>
<td>Racking Manufacturer</td>
<td>Proposed racking manufacturer (include cut sheet)</td>
</tr>
<tr>
<td>Inverter Manufacturer</td>
<td>Proposed inverter manufacturer (include cut sheet)</td>
</tr>
<tr>
<td>Warranty Information</td>
<td>Provide warranty information for all major components (Modules, Inverters, Racking, Monitoring)</td>
</tr>
<tr>
<td>Monitoring Equipment Manufacturer</td>
<td>Proposed monitoring system manufacturer (include cut sheet)</td>
</tr>
<tr>
<td>System Design Life (Years)</td>
<td>Estimated life of the system</td>
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<tr>
<td>Annual Degradation</td>
<td>Estimated annual degradation factor (%)</td>
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<tr>
<td>Description of the System:</td>
<td>Provide a brief description of the system, its design, and any unique characteristics.</td>
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<tr>
<td>Description of Interconnection Approach:</td>
<td>Provide a description of your proposed interconnection strategy.</td>
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<tr>
<td>Preliminary Engineering and Production Estimate:</td>
<td>Provide a simple rendering of the system as well as a production modeling report.</td>
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## Attachment B: Pricing Model

### ALABAMA A&M UNIVERSITY Solar RFP

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<th>Proposed System Size W/DC</th>
<th>Proposed System Size W/AC</th>
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<th>Total Project Value (ITC Basis)</th>
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<tr>
<th>Total Electricity Delivered (kWh/Yr)</th>
<th>Annual Routine Operations &amp; Maintenance Cost ($/Yr)</th>
<th>Annual Budget for Unplanned Operations &amp; Maintenance Cost ($/Yr)</th>
<th>Inverter Reserve/Replacement Cost ($/Yr)</th>
<th>Annual Insurance Expenses ($/Yr)</th>
<th>SRECs Generated per Yr</th>
<th>SREC Price Assumption</th>
<th>PPA Escalator (%/Yr)</th>
<th>PPA Rate ($/kWh)</th>
<th>Annual Electricity Savings to University*</th>
<th>MD PTC ($/Yr)</th>
<th>Termination Value (Starting in Year 1)</th>
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Please expand through the 20 year agreement.
Below is a view of a potential site for solar panels, southwest of Meridian Ave/Chase Rd, and in the picture to the right is a view from the opposite end looking...
towards Meridian. Normal Hills apartments can be seen in the background to the left.
PART VI—REQUIRED FORMS

The attached forms must be completed and submitted with your proposals.
COMPANY INFORMATION QUESTIONNAIRE

1. BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: ____________________________________________________________

Contact Person: ______________________________________________________

Title: ________________________________________________________________

Address: _____________________________________________________________

______________________________________________________________

Telephone No.: __________________________ Fax No.: ______________________

Organized under the laws of the State of: ____________________________

Federal Identification No.: ____________________________________________

Principal place of business located at: _________________________________

The Bidder/Offeror ☐ is or ☐ is not aware of any information bearing on existence of any potential conflicts of interest or violation of ethics in public contracting. If yes, explain below.

___________________________________________________________________

___________________________________________________________________

___________________________________________________________________

2. OTHER INFORMATION
A. General nature of the services performed and/or goods provided by your firm:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

B. Indicate the length of time you have been in business providing this type of service and/or product?
   Years   Months

C. Has your firm ever failed to complete any work awarded to you? If yes, explain. (Attach additional sheets of paper if necessary.)

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

D. Has your firm ever defaulted on a contract? If yes, explain. (Attach additional sheets of paper if necessary.)

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
E. Indicate by checking the appropriate block, if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds:

(1) is □ or is not □ currently under suspension, debarment, voluntary exclusion, or determination of ineligibility of any federal agency;

(2) has □ or has not □ been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the last three (3) years;

(3) has □ or has not □ a proposed debarment pending; or

(4) has □ or has not □ been indicted, convicted, or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining Bidder/Offeror responsibility. For any condition noted, indicate: 1) to whom it applies, 2) initiating agency, and 3) date of action. (Attach additional sheets of paper if necessary.) Providing false information may result in federal criminal prosecution or administrative sanctions.

3. FIRM’S CONTACT INFORMATION FOR THIS PROJECT

Program Manager: ____________________________

Telephone: ____________________________ Fax Number ____________________________

Email: ____________________________

Contract Administrator:

Telephone: ____________________________ Fax Number ____________________________

Email: ____________________________
I certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid/proposal for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison, sentences, and civil damage awards.

I certify that this bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation. In addition, I have not been a party to any agreement to propose a fixed amount or to refrain from bidding and have not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Alabama A&M University or of any Bidder/Offeror or anyone else interested in the proposed contract.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Invitation for Bids/Request for Proposals and certify that I am authorized to sign for the Bidder/Offeror.

Signature: ______________________ Date: ______________

Name (Printed): ____________________ Title: ______________
(This form must be executed by the Offeror)

B. CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

(The Contractor) or ________________________________________________________________

(Subcontractor) ________________________________________________________________

certifies, by submission of this bid/proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an federal department or agency.

(If the Prime Contractor or Subcontractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid/offer).

(Prime Contractor) or

(Subcontractor) ______________

certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET. SEQ. are applicable thereto.

Signature of Authorized Official

______________________________

Name (Printed)

______________________________

Title of Authorized Official

______________________________

Date

______________________________
C. CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, hereby certify on behalf of ________________________________ that:

(Name of Firm/Contractor Official)

(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 employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a 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. No federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels.

(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 office 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 contract under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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.

Executed this _____ day of ____________________,
E. CERTIFICATION OF INSURANCE COVERAGE

I, hereby certify on behalf of ____________________________ that:

(Name of Firm/Contractor Official)

In accordance with the Contract terms, if awarded the Contract, the organization and any Subcontractors will have the required insurance coverages prior to the Contract award. I further certify that the organization and any Subcontractors shall maintain these insurance coverages during the entire term of the Contract and that all insurance coverages shall be provided by insurance companies authorized to sell insurance in Alabama.

Executed this _____ day of ________________________ ,

By: ___________________  Title: ______________________

Signature: ___________________
(This Affidavit must be executed by the Offeror)

F. NON-COLLUSION AFFIDAVIT

STATE OF  ________________

County of  ________________

______________ being first duly sworn, disposes and say that he/she is ________:

(Name)  (Title)

of  __________________________

(Name of Firm)

The Offeror/Bidder submitting this proposal/bid certifies that such proposal/bid was not made in the interest of or in behalf of any undisclosed person, partnership, company, organization or corporation; that such proposal/bid is genuine and not collusive or sham, and that said Offeror/Bidder has not been a party to any agreement to propose a fixed amount or to refrain from proposing and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Alabama A&M University or of any Offeror/Bidder or anyone else interested in the proposed Contract.

By: ____________________________  Title: ____________________________
Signature: ________________________________

Subscribed and sworn to before me this ______ day of ____________________.

Signed ________________________________

My commission Expires: ____________________
EXCEPTIONS TO SCOPE OF WORK

The Offeror shall state whether it accepts the Scope of Work or if exceptions are taken.

_____________________
accepts the Scope of Work as presented in this

Company Name
solicitation and takes no exceptions.

Or

_____________________
takes exceptions to the Scope of Work. Exceptions are

Company Name
specifically identified on the attached pages.
REFERENCES (PAST AND PRESENT EXPERIENCE)

The Offeror shall identify three (3) clients for whom comparable work has been done or is currently being done.

*Note: Make additional copies of this form and include with the proposal.*

List contracts that are most relevant in demonstrating ability to meet the requirements specified herein:

1. Firm: ____________________________________________

2. Address: ________________________________________

Point of Contact: __________________________________

Title: ____________________________________________

Telephone No: _( )_ — ________________________________

Fax No: _( )_ — ________________________________

Email: ___________________________________________
3. Contract No.: ___________________ Original Contract Value: $_________________

Contract Value at Completion: $______________________________________________

Contract Commencement Date: ___________ Contract Completion Date: ___________  

4. Description of the Work: _____________________________________________________
   _________________________________________________________________________
   _________________________________________________________________________
   _________________________________________________________________________
TERMINATED CONTRACTS

REFERENCES (PAST AND PRESENT EXPERIENCE)

List below any contracts within the past four (4) years, if any, on which *failure to complete the work* within the specified time frame resulted either in the assessment of liquidated damages, damages or contract termination.

*Note: Make additional copies of this form and include with the proposal.*

List contracts that are most relevant in demonstrating ability to meet the requirements specified

1. Firm: ____________________________________________

2. Address: ____________________________________________

Point of Contact: ____________________________________________

Title: ____________________________________________

Telephone No: (  ) — ____________________________________________

Fax No: (  ) — ____________________________________________

Email: ____________________________________________

3. Contract No.: _____________________ Original Contract Value: $___________________
Contract Value at Completion: $ _______________________________

Contract Commencement Date: ____________ Contract Completion Date: ____________

4. Description of the Work: _______________________________
   _______________________________
   _______________________________
   _______________________________