

**ALABAMA A&M UNIVERSITY
NOTICE TO BIDDERS
REQUEST FOR PROPOSALS #P0024
EVENT CENTER MANAGEMENT
SERVICES**

RFP Issued: September 14, 2022

Pre-Proposal Meeting: September 27, 2022 at 10:00 A.M. CST. (See Page 5)

Deadline for Submitting Questions: October 7, 2022 at 10:00 A.M. CST. (See Page 5)

Proposals Due: October 19, 2022 at 2:00 P.M. CST. (See Page 25)

Proposed AWARD DATE: December 1, 2022

Contact: Jeffrey L. Robinson
Director of Purchasing
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Email: Jeffrey.robinson1@aamu.edu

By: _____
Jeffrey L. Robinson,
Director of Purchasing

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PROPOSAL SUBMITTAL FORM

This form must be completed and returned with your proposal. Failure to submit this form may render your proposal as unresponsive.

1. Name of Firm: _____

2. Address: _____

3. Email Address: _____

4. Telephone Number: ____ () ____ — _____

5. Fax Number: ____ () ____ — _____

6. Point of Contact: _____ Title: _____
Printed Name

_____ Date: _____
Signature

NOTICES FOR OFFERORS

A. MANDATORY PRE-PROPOSAL MEETING

A pre-proposal conference will be held at the University's Physical Facilities Department, from 10:00 a.m. CST, on **SEPTEMBER 27, 2022 @ 453 BUCHANAN WAY, UNIVERSITY SERVICES BLDG, Alabama A&M University, Normal AL. 35762**. The purpose of this pre-proposal conference is to review the RFP process and proposal requirements, and answer any questions, with respect to the requirements and execution of the RFP. NOTE: Oral responses provided by at the pre-proposal meeting shall not be considered official until an official addendum has been posted. Please adhere to the following social distancing and face mask while attending campus.

B. ATTENDANCE

1. Attendance at the pre-proposal meeting is *mandatory*. Proposals will only be accepted from those Offerors who are represented at the meeting. Attendance will be evidenced by the representative's signature on the attendance roster.
2. No one will be admitted fifteen (15) minutes after the specified time of the pre-proposal meeting unless approved in advance.

C. QUESTIONS, INQUIRIES, OR REQUESTS FOR CLARIFICATION

1. Any explanation desired by any Offeror regarding the meaning or interpretation of this RFP, Scope of Work and/or technical specifications and other solicitation documents must be submitted Jeffrey Robinson, email jeffrey.robinson1@aamu.edu, in Microsoft Word format via electronic mail, no later than the *date and time specified on Page 1* of this RFP.
2. Questions and answers will be posted in the form of an addendum on the University's Website and sent to all prospective Offerors who attend the mandatory pre-proposal conference. Oral responses provided by the University at the pre-proposal meeting shall not be considered official until posted on the website.
3. It shall be the obligation of the Offeror to exercise due diligence to discover and to bring to the attention of the University, at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical, pricing, or contractual provisions in this RFP.

D. SITE INSPECTION

University facilities are open for scheduled inspection by Offerors. An Offeror's failure to inspect the station sites shall not bar or be an excuse for non-performance arising out of or based on the site conditions.

PART I—SCOPE OF WORK

I.A: SCOPE OF SERVICES

I.A.1 PURPOSE

- a. The purpose of this Request for Proposals (RFP) is to establish one (1) contract with a qualified and experienced firm to provide all labor, supervision, equipment, materials, supplies, tools, transportation and have sufficient financial resources to provide oversight to campus venues.
- b. Campus Venues: Event Center, Clyde Foster Auditorium, Bradford Auditorium, ARC Auditorium, Dawson Auditorium, Stadium, and Elmore Gymnasium
- c. Scope shall include but is not limited to the following. The Contractor shall perform work in accordance with **the Scope of Services (RFP Section I.A.3)**.

I.A.2 BACKGROUND

Organized in 1875, Alabama Agricultural and Mechanical University is a public, historically black, land-grant university located in Normal, Madison County, Alabama. Its support comes from the State of Alabama and federal funds appropriated to assist in carrying on work stipulated by the Morrill Acts of 1862 and 1890. The University is under the control of a board of trustees appointed by the Governor, who serves as ex officio Chairman.

I.A.3 SCOPE OF SERVICES

- a. Firms responding to this RFP must be prepared to undertake, in the most efficient manner, oversight of the day to day operations, of the identified facilities. Respondents shall be responsible for ensuring that all facilities are maintained properly and are all times ready for all University events. Respondents to this RFP will be expected to meet or exceed the minimum qualifications set forth in this RFP. The intent of this RFP is to identify those entities that are qualified and capable of understanding the scope of work included within this RFP.
- b. Respondent is expected to be knowledgeable and experienced with successfully managing and operating multi-purpose event venues, which provides athletic events, corporate functions, graduation style events, sports and recreation, spectator events, community/civic events, conference meetings, and other activities suitable for an indoor facility; an industry leader in market research, marketing, and attracting regional, state, and national tournaments and events of a variety of types; familiar

with the local area and the needs of the community.

- c. Respondent should be legally capable of operating within the State of Alabama and have a multi-purpose event facility currently operational in the State of Alabama.
- d. Respondent will be expected to have appropriately skilled and experienced staff to provide set-up and oversight of all multi-faceted facilities for a multitude of uses.
- e. Respondent should show the ability and experience of managing and maintaining facilities of similar size and scope.
- f. Respondent should have experience managing and maintaining a similar size facility with similar assets and structure, and be able to highlight how the experience at these venues will enhance the ability to manage the Assets at Alabama A&M University.
- g. Respondent shall highlight any additional programs, skill sets, or opportunities that provide value to the University, faculty and student body.
- h. The successful firm shall be required to furnish all equipment, transportation, labor and other implements necessary; to execute this contract.
- i. The University expects the Offeror to secure all windows, and doors to ensure proper engagement prior to leaving the premises.
- j. Offeror shall maintain documentation that all employees have been trained in appropriate safety measures to ensure contractor employees are performing their work in a safe manner. All documentation should be made available to the University as requested. All safety measures should comply with state and federal laws.
- k. Offeror employees shall pass criminal background checks and drug screening before a permanent employment offer on the University campus.

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I.A.3.1 Minimum Offeror(s) Qualifications

Offeror(s) shall be capable of furnishing and delivering, as required, all labor, vehicle(s), and equipment as necessary to provide services requested by University. Offeror(s) shall ensure equipment meets or exceeds industry standards for the type of work being performed at all project sites to continuously and diligently accomplish the work.

Experience

Offeror(s) shall possess a minimum of five (5) concurrent years of documented experience in building and facilities operations. Offeror(s) personnel shall possess the required minimum number of years of experience identified herein in the Vendor Profile section of this RFP. Offeror(s) shall be experienced in continuous improvement processes.

Additionally, all work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced employees. Proper health and safety measures shall be taken by the Offeror(s) to ensure safety for the public, employees, Offeror(s) employees and subcontractors.

Safety

All safety materials and or devices necessary to perform the work in a safe and orderly manner shall be furnished by the Offeror(s). Safety equipment for Offeror(s) personnel shall include but not be limited to all necessary PPE: i.e., work boots meeting all safety standards, safety glasses, ear plugs, reflective vests, lockout/tagout, etc.

I.A.3.2 Technical Requirements

In order to perform the work described herein, Offeror(s) shall provide all necessary tools, vehicles, equipment.

Offeror(s) shall provide trained and qualified personnel to provide all services related to this RFP and shall identify classifications and specialties needed to maintain the contract as required. Classifications identified herein shall establish minimum service requirements. Offeror(s) shall identify within proposal submission all classifications, specialties and hourly rates needed to perform the services herein.

A. Hours of Operation

University shall require an on-call person 24-hour a day operation, 365 days a year. Offeror(s) shall describe required hours of operation, days per week, and weeks per year to agencies. Describe shifts for total hours per week. Provide flexible start and end times to avoid OT. Offeror(s) is responsible for scheduling and maintaining required staff on a daily basis in order to meet University event needs.

- B. Facilities Maintenance and Inspection
Offeror(s) shall perform daily routine inspections of Event Spaces.
- C. Rapid Response Demand support services
Offeror(s) can receive Rapid Response Demand work requests by email, phone, radio and/or verbally. Offeror(s) shall have the ability to handle requests from University with any or all of the methods of communication. Response expectations shall be immediate (less than an hour) during University normal operational hours. Exceptions will be on declared holidays, University closure or any hours so designated by the University.

I.A.3.3 On site staff requirements:

- A. Offeror(s) warrants it shall provide qualified personnel who shall perform in a professional manner. “Professional manner” means the personnel performing shall possess the skill, license(s) and competence consistent with the prevailing business standards within the State of Alabama and any other state requirements Offeror(s) so chooses to offer their product(s) and service(s).
- B. Any person employed by Offeror(s) or any subcontractor who, in the reasonable opinion of University, does not perform in a professional or skillful manner, or is disrespectful, intemperate, disorderly or otherwise objectionable, shall, at the written request of University, be removed from the jobsite by the Offeror(s) or any subcontractor employing such person. Any such person who is removed shall not be assigned again to any University facility without the prior written consent of University.
- C. The University expects each Offeror to pay at a minimum the labor rates in the chart below. Offeror will only be allowed to bill for actual FTE’s hours worked. Each of these labor rates shall be fully burdened and will be set for regular working hours (offeror shall describe these hours). Offeror shall add to the contract allowances as shown below.

Additionally a formula shall be established to adjust labor rates on a yearly basis based on the CPI or Department of Labor. Rates shall include insurances (Health, etc.).

CLASSIFICATION	Hourly Rate
General Manager	\$48
Assistant General Manager	\$29
Administrative Assistant	\$19
Temporary Labor	\$100,000/yr
Audio / Visual Staff (40 Events)	\$600,000/yr
Miscellaneous (Event Setup Needs)	\$100,000/yr

I.A.3.4 On site Management Team:

- A. General Manager
- B. Assistant General Manager
- C. Administrative Assistant

Buildings To Be Serviced

- 1. Event Center
- 2. Clyde Foster Auditorium
- 3. Bradford Auditorium
- 4. ARC Auditorium
- 5. Dawson Auditorium
- 6. Stadium
- 7. Elmore Gymnasium

I.A.4 REQUIRED QUALIFICATIONS

- a. The Offeror shall have a minimum of five (5) years previous experience in Facilities Services.
- b. The Offeror shall be familiar with the area in which the services are to be provided. The Offeror shall submit with their proposal a summary of work completed with higher education institutions, government agencies or private industry, which addresses such factors as, quality of work and ability to meet schedules.

I.A.5 INFORMATION PROVIDED BY THE UNIVERSITY

- a. Offerors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of RFPs, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. The University takes no responsibility for the completeness or the accuracy of any information presented in this RFP or otherwise distributed or made available during this procurement process or during the term of any subsequent agreement. In no event may Offerors rely on any oral statement.
- b. Should an Offeror find discrepancies in, or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning, Offeror shall immediately notify the University's designated representative and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be mailed or delivered to each person obtaining an RFP. Each person requesting an

interpretation will be responsible for the delivery of such requests to the University's designated representative in writing as outlined in this RFP. The University will not be bound by, or responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

I.B: SPECIAL TERMS AND CONDITIONS

I.B.1 TERM OF CONTRACT

The term of the Contract shall consist of three (3) base years (subject to earlier termination) with the option to extend for two (2) additional one-year periods. The base years will commence on the date the Notice-To-Proceed is issued. The exercise of a Contract option will be at the sole discretion of the University. The Contract will be extended by the University under the terms and conditions of the original Contract, unless notice is given by either party to the other by U.S. Certified Mail of its intent not to renew at least ninety (90) days prior to the expiration of the term in force.

I.B.2 TYPE OF CONTRACT

This is a firm-fixed unit price requirements Contract.

Monthly Fee for Services

The University will accept monthly payment invoices, in a form to be determined by the University, on the first day of each month to cover basic services performed in the preceding month. Separate monthly invoices for payment will be submitted for other services upon completion of the required services. Any adjustments to monthly payment amounts will be accounted for in future monthly payments.

The Scope of Services indicates the types of services the Service Provider is to provide, in addition to the services expressly required in this RFP, and are subject to the discretion of the Service Provider and the University. Please provide a detailed cost breakdown of the total fee for the initial contract year and subsequent years.

During the term of the contract, additional venues which are under the University's control may be assigned to the Contractor's cluster, under the same cost structure (including proposed discounts) proposed and accepted in this RFP as evidenced by award of contract. For each such facility that is added, the Contractor shall perform all of the services required under this RFP, and detail all associated costs.

I.B.3 CONFORMITY WITH SCOPE OF WORK

All deviations from the scope of work (See RFP Section I.A.3) shall be authorized in writing by the University. It is further agreed that no extra compensation for material or labor shall be allowed for services evidently necessary within the general intent of these specifications for the thorough delivery of services.

I.B.4 AAMU RESPONSIBILITY

The University reserves the right to add or delete services under this Contract by written amendment executed by both parties.

I.B.5 CONTRACTOR RESPONSIBILITIES

- a. The Contractor shall be completely responsible for supervising and directing the work under this Contract and all Subcontractors that it may utilize, using adequate skill and attention.
- b. The Contractor agrees that it is fully responsible for the acts and omissions of its Subcontractors and of persons employed by the Contractor as it is for the acts and omissions of its own employees.
- c. The Contractor shall coordinate its work with the University's ongoing operations and other construction activities performed by the University or other Contractors.
- d. The Contractor shall maintain a feedback & reporting requirements system which would allow the University to maintain a permanent file for accreditation and certification purposes. Information such as, but not limited to: detail of work orders, completion dates, statistical information, and quarterly or monthly customer service surveys.

I.B.6 LITIGATION AND NOTIFICATION

The Contractor shall notify the University if any of the following occur:

- a. The Contractor or any of the Subcontractors are served with notice of violation of any law, regulation, permit or license which relates to this Contract.

- b. Proceedings are commenced which could lead to revocation of related permits or licenses.
- c. Permits, licenses or other Government authorizations relating to this Contract are revoked.
- d. Litigation is commenced which would affect this Contract.
- e. The Contractor or any of the Subcontractors become aware that their equipment or facilities or actions are not in compliance or may fail to comply in the future with applicable laws or regulations.

I.B.7 WORK SITE DAMAGES

Any damage resulting to University Property, existing utilities, or finished surfaces from the performance of this Contract shall be repaired to the satisfaction of the University at the Contractor's expense.

I.B.8 HAZARDOUS MATERIALS

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance on-site, the Contractor shall stop work in the affected area and report the condition to the University in writing.

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I.B.9 CONTRACTOR LICENSES AND PERMITS

- a. Without additional cost to the University, the Contractor shall be responsible for obtaining, and maintaining, any and all necessary licenses and permits, and complying with all applicable Federal, State, and Local laws in connection with the performance of this work.
- b. The Contractor shall provide copies of all current, valid licenses and permits held by the Contractor as required.

I.B.10 SUBCONTRACTING

- a. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor may identify in the proposal, the names, qualifications and experience of the proposed Subcontractors. Any changes in Subcontractors after award of the Contract may be subject to approval by the University.

I.B.11 SAFETY RULES AND SECURITY AT ALL UNIVERSITY FACILITIES

- a. The Contractor is responsible for initiating, maintaining and supervising safety precautions and programs in connection with this Contract. This includes Contractor employees and other persons who may be affected thereby, as well as materials and equipment, both in storage and on-site. In an emergency, the Contractor shall act at its discretion to prevent threatened damage, injury or loss.
- b. In the performance of this Contract, the Contractor shall comply with the University's safety rules.

I.B.12 UNIFORMS

The Contractor shall provide uniforms and name tags (displaying the employee's name and the Contractor's name) for personnel performing services at all University property and facilities.

I.B.13 PERSONNEL

- a. Security Clearance/Background Checks. The Contractor shall conduct security clearance/background checks for persons to perform work on this Contract and provide the resulting information to the University upon request. The Contractor shall not hire any person who has been convicted of a felony.
- b. Point of Contact (POC). The Contractor shall assign a single point of contact who can be reached by the University twenty-four (24) hours a day, seven (7) days a week. The POC shall be capable of dispatching the qualified resources necessary to respond to a service call when requested by the University.
- c. Contractor's Employees. The persons assigned to perform work on this Contract must be properly educated, trained and licensed as required. The Contractor must affirm that each employee shall be in compliance at all times. The Contractor's employees must:
 - 1. Possess a valid driver's license.
 - 2. Be able to read, write, speak and understand the English language.
 - 3. Undergo a security clearance to confirm he/she has never been convicted of a felony, or of driving under the influence of alcohol or narcotics.
 - 4. Be in a uniform suitable for the season and task being performed.
 - 5. Wear a name tag.

I.B.14 COMMUNICATIONS

- a. The Contractor shall establish a work control database to track the University scheduling.
- b. Contact and communication with the University patrons shall be minimal.
- c. The Contractor shall provide a single point-of-contact for coordination with the University.

I.B.15 EQUIPMENT AND SUPPLIES

- a. The Contractor shall provide the equipment and supplies necessary to perform the services on this Contract.
- b. The Contractor shall purchase/lease equipment for use in the performance of this Contract.
- c. Vehicles must be numbered or lettered and identified with the Contractor's business name and telephone number.

I.B.16 KEYS AND ACCESS BADGE

The University will issue keys, access badges and alarm codes to the Contractor's personnel as needed. The Contractor shall be responsible for use and return of access badges and keys. If issued items are lost, the Contractor shall be responsible for replacement and rekeying costs.

I.B.17 REGULATORY COMPLIANCE WITH LAWS AND PERMITS

The Contractor agrees it shall comply with all applicable Federal, State and Local regulations.

I.C: INVOICING AND PAYMENT

I.C.1 GENERAL REQUIREMENTS

- a. Offeror(s) shall submit an invoice upon completion of each monthly deliverable. Monthly deliverables will be considered complete only upon written acceptance by the University. Each invoice shall include deliverable(s) completed and the price for each. Invoice shall be submitted on a monthly basis for work performed during the previous month. All payment requests will be accompanied by applicable weekly/monthly reports, backup tabulations. Offeror(s) shall provide a

breakdown of charges in an agreed upon format, on the monthly invoice. No charges may be billed to the University unless such costs are explicitly included in the agreement. The exact format for monthly invoices and other attachments will be agreed upon between the Offeror(s) and the University during contract negotiations.

- b. The Contractor shall provide an invoice which provides detailed billing for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.
- c. Payments shall be paid to Contractor within thirty (30) days contingent upon the following:
 - i. Application of payment discounts or additional fees if considered to be in the best interest of the University.
 - ii. From date of receipt by the University of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the University.
 - iii. On the condition that the Contractor has accomplished the Services to the satisfaction of the University, any taxes, licenses, or other governmental fees and charges, are the responsibility of the Contractor.
 - iv. Submission of certified payroll, and proper documentation of correct FTE counts.

I.D: CONTRACT DELIVERABLES

I.D.1 INSURANCE COVERAGES/PERFORMANCE AND PAYMENT BONDS

- a. Contractor agrees to protect, defend, indemnify, and hold harmless University and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by Contractor. Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor further agrees to protect, defend, indemnify, and hold harmless the University and its officials, agents and employees from and against

any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of Contractor.

- b. Notwithstanding any provision of this Contract which may be to the contrary, neither the University nor the Contractor shall be liable to the other party or any of its affiliates, employees or subcontractors, for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital, in connection with or arising out of this Agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principal. Notwithstanding any other provision of this Section, neither party shall be liable to the other for any claims or losses that are covered by a policy of insurance maintained by the injured party to the extent of the amount recovered by the injured party under such policy. In addition, the Contractor shall not be liable under this Contract for any damages in an amount in excess of the identified general comprehensive liability policy limits.
- c. Contractor's Commercial General Liability Insurance—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or anyone directly or indirectly employed by him or for whose acts they may be legally liable. This insurance shall include the types and specific coverage(s) herein described and be written for not less than any limits of liability specified in these Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
- d. Contractor's Automobile Liability Insurance—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor's operations under the Agreement, whether such operations be by the Contractor or anyone directly or indirectly employed by him or for whose acts any of them may be legally liable.
- e. Contractor's Workers' Compensation and Employer's Liability Coverage—The Contractor shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Contractor shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with Alabama laws and regulations. Such insurance shall include coverage permitted for safety devices. If the Contractor elects to be self-insured, he

shall comply with the applicable requirements and laws of Alabama. The University, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

If any class of employee is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's liability coverage as will protect him and the University against any claims resulting from injuries to and death of workers engaged in work under this contract.

- f. Coverage limits—Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:
 - 1. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by Alabama Claims Act or:
 - a. Combined Single Limit coverage of \$ 1,000,000.
 - 2. Contractor's Workers' Compensation - coverage shall be those established by applicable statutes. Employer's liability coverage shall be the limits established by the State of Alabama or \$ 1,000,000.
- g. Increased Limits—if, during the term of the Agreement, the University requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
- h. Certificates of Insurance—Contractor shall include as part of the Contract Documents, certificates of insurance on forms acceptable to the University specified herein. The certificates shall specifically provide that the coverage afforded under the policy or policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to University.
- i. Additional Bonds and Insurance—prior to delivery of the executed Contract by the University to Contractor, University may require Contractor to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as University may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids/RFPs, the premiums shall be paid by Contractor.
- j. University Named as Additional Insured, Cross Liability Provisions, and Waiver of Subrogation—The University shall be named as an additional insured on all policies and all policies shall include cross liability provisions. Workers' Compensation coverage shall include a waiver of subrogation in favor of the University.
- k. DISHONESTY BOND—The Contractor shall furnish a dishonesty bond in the amount of Ten Thousand Dollars and no/100ths (\$10,000.00) for the benefit of the University, providing protection to the University for acts of dishonesty by

employees of Contractor, with such sureties as are licensed to conduct business in the state where the Service is located and are named in the current list of “Surety Companies Acceptable on Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located is revoked, Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which shall be acceptable to the University. Attorneys-in-fact who sign any bonds submitted must file with each bond a certified and effective dated copy of their power of attorney.

The University reserves the right to require a Performance Bond from the Contractor in the event that it appears to the University that Contractor’s performance is becoming or may become unsatisfactory under the terms of this Contract.

PART II—PROPOSAL REQUIREMENTS

II.A: PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

II.A.1 GENERAL

This section specifies the general requirements for the preparation and submittal of proposals in response to this Request for Proposals. Proposals shall be submitted under the specified guidelines herein.

II.A.2 COPIES

The Offeror shall submit seven (7) original copies of the proposal with one electronic copy on a thumb drive. All expenses associated with this submittal will be borne solely by the Offeror.

II.A.3 HAND DELIVERY OR MAILING OF PROPOSALS

Proposals shall be delivered in sealed envelopes or boxes and must be received no later than 2:00 p.m. on **October 19, 2022**. Packages must be addressed to:

Jeffrey Robinson
Purchasing Department
Alabama A&M University
305 Patton Hall
4900 Meridian Street
Normal, Alabama 35762

The Proposal Submittal Form (see page 4) must be completed, signed, and incorporated into the Proposal. Envelopes or boxes should be clearly marked “**Proposal for Facilities Services-Alabama A&M.**” Offerors are fully responsible for timely delivery of Proposals. Any Proposal received after the stated closing time will be returned unopened. If Proposals are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the Proposal to the Purchasing Department before the advertised date and hour for the opening. Proposals, which are delayed, will not be considered and will be returned unopened. Electronic, facsimile or verbal proposals shall **not** be accepted. Proposals shall be kept unopened until after the closing date and time.

II.B: PROPOSAL REQUIREMENTS

II.B.2 GENERAL FORMAT FOR PROPOSALS

To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format may, at the sole discretion of the University, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The University, at its sole discretion, may reject any Proposal which is unclear in any way.

Proposals must be organized in the following manner:

- Title Page
- Proposal Submittal Form
- Cover Letter
- Table of Contents
- TAB 1: Firm Qualifications /Company Information Questionnaire
- TAB 2: Qualifications and Experience of Team Members
- TAB 3: Approach to the Scope of Services
- TAB 4: Cost Proposal/Fee Schedule
(Organization Chart and FTE Count)
- TAB 5: Required Forms
- TAB 6: Vendor Questionnaire

II.B.3 CONTENTS OF PROPOSALS

The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, contractor, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the preparation of the Facilities Services with the University or to which the Offeror intends to assign material responsibilities under any such agreement.

Title Page

The Title Page should contain the name and identification number of this Proposal, and identify the name, title, company, mailing address, phone number (voice and facsimile) of all persons authorized to commit the Offeror to contractual arrangements with the University. This person will be considered by the University as the Offeror's contact point for all communication regarding this procurement.

Proposal Submittal Form

The submittal form is included as Page 4. It must be completed, signed and incorporated into the submitted Proposal. Failure to do so may result in disqualification.

Cover Letter

The cover letter shall constitute a firm Offeror to the University and be utilized to introduce the Offerors. Cover letters should contain the following information:

- a. Designation of the business entity that will contract with the University;
- b. A brief identification of the roles of all Offeror team members;
- c. Identification of the principal contact person for the Offeror and an alternate contact person together with addresses, telephone and facsimile numbers, and e-mail address;
- d. A clear statement indicating that the attached Proposal constitutes a firm and binding Bid by the Offeror to the University; and
- e. A clear statement indicating that all information in support of the Proposal is accurate, truthful, and factual.

Table of Contents

Proposals should contain a detailed table of contents listing major sections and subsections which correspond to the requirements of the Proposal. The table of contents should also list all tables, exhibits, figures, etc. contained in the Proposal.

TAB 1: Firm Qualifications

- a. Detailed information that clearly explains and demonstrates the Offerors ability to provide the services in a safe, efficient, timely and professional manner.
- b. The Offeror should state in their RFP qualifications as a professional Facilities firm, current facilities maintenance contracts being performed by the Offeror, and the length of time that this business has been performing this service.
- c. Offerors shall provide a list of three (3) references of clients whom are being provided the same or similar type services. The reference list shall include current clients which services have been provided within the past three (3) years and shall provide a contact person and telephone number. The University reserves the right to contact clients for reference checks. Evidence of satisfactory performance and if no longer performing service, reason for discontinuance.
- d. Offeror shall also provide summaries of project experience of similar size and type **for the last three (3) years**. The Experience Summary should contain data on Offeror's ability to project, achieve, and document facility condition improvement

TAB 2: Qualifications and Experience of Team Members

Resume and qualifications of the potential key team members who will be managing the transition and services contract.

TAB 3: Approach to the Scope of Services

- a. A description of how the services will be provided or what tasks will be done in response to the Scope of Services The Scope of Services shows what the Offeror is supposed to do; the description of services should show how the Offeror intends to perform the services (for example, the proposed approach to conducting the work and any special services the Offeror plans to perform).
- b. The Offeror's proposal should address a plan as to how the Offeror will implement services to be performed. The plan should indicate that the Offeror is sufficient in size and resources (i.e.) equipment and personnel to fulfill its obligation in giving the highest level of service to the University. The plan should include the number of personnel to be used to execute the Physical Plant operations and the expected scheduled hours of operations. Plan should also include an after hour plan to handle after hour emergencies.
- c. The Offeror's plan should indicate that their company or firm has sufficient personnel, resources and equipment in order to execute the level of service requirements as described with in this RFP.

TAB 4: Cost Proposal/Fee Schedule

Provide a detailed cost proposal and fee schedule itemized by task. The Cost Proposal total shall exclude all applicable taxes including applicable state tax or applicable local tax. The University will not pay for any taxes due on the contract and will not pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the proposal total based upon separate billings which the successful bidder shall submit with each request for payment. Taxes shall be excluded on such billing or request for payment and shall separately identify each tax being billed.

TAB 5: Required Forms

The following forms must be completed and submitted in this section of the Offeror's proposal.

- ✓ Vendor Questionnaire
- ✓ Certification of Primary Participants Regarding Debarment, Suspension, and Other Ineligibility and voluntary Exclusion
- ✓ Certification of Insurance Coverage
- ✓ Non-collusion Affidavit
- ✓ Exceptions to the Scope of Work
- ✓ References
- ✓ Subcontractors
- ✓ Certification of Restrictions on Lobbying
- ✓ Terminated Contracts References (Past and Present Experience)

PART III—EVALUATION CRITERIA, CONTRACT AWARD, AND CONTRACT EXECUTION

III. A: CRITERIA FOR AWARD

The University will receive RFPs from firms having specific experience, resources and qualification in the proposed scope of work.

RFPs for consideration for this project must contain evidence of the firm’s experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the University to be submitted in response to this RFP is included elsewhere in this solicitation.

A selection committee will review and evaluate all replies and detailed RFPs, may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided. Evaluation of the responses will be based on the following criteria:

- 20 points **Understanding Scope of Work:** Respondent must express, in detail, their understanding of this specific project. In addition, describe how the project will be provided and managed. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.

- 25 points **Firm Experience with Similar Projects:** Such experience must be in the form of providing facility operating management services for multi-purpose event facilities, preferably from government agencies. List a minimum of three (3) similar sized projects completed within the last ten (10) years; provide the name and location of each project, detailed description of project, final cost, the client, and a contact person and phone number.

- 10 points **Staff Experience with Similar Projects:** Such experience must be in the form of providing facility operating management services for multi-purpose event facilities, preferably from government agencies. Demonstrate the competence and qualifications of the individual(s) who will be directly responsible for the management and delivery of the proposed work. Identify the general manager and each individual(s) who will be assigned to this project. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc.

20 points **Structure and Approach:** Respondent shall provide their approach to the scope of services to fulfill the duties of this RFP. This section should include at a minimum:

- Timeline for transition of services
- Provide a suggested management organizational chart for proposed services, including positions and anticipated salaries.
- Communication process with University Staff

5 points **Local Experience:** Respondent shall highlight two indoor sports & events facilities in which they oversee all operations in the State of Alabama.

15 points **University Life Improvement:** Provide a description of how respondent will provide upgrades and benefit to the quality of life for the University while delivering on the scope of work in this RFP

5 points Financial Proposal

100 points

III. B: CONTRACT AWARD

III.B.1 AWARD SELECTION

- a. The University anticipates awarding one (1) Contract.
- b. Offerors will be rank ordered. Selection shall be made of one (1) Offeror deemed to be the best for the project on the basis of the evaluation factors.
- c. A selection panel will review the proposals using written score sheets. As the panel may require a personal interview with up to three (3) of the highest ranked Offerors, a future date and time may be reserved for possible interviews.
- d. The interview will provide an opportunity for the Offeror to clarify their proposal in response to questions from the Selection Committee. This is a fact-finding and explanation session only and does not include negotiation.
- e. As the interviews are *optional* for the University, Offerors should treat their proposals as a final product.
- f. Negotiations shall commence with the selected Offeror in order to achieve a binding price and agreement on contract terms. If negotiations with the top-ranked Offeror are not successful, discussions will commence with the next highest ranked Offeror, and negotiations will continue in this manner until an agreement is reached.
- g. The award document will be a Contract incorporating by reference the Request for Proposals, Terms and Conditions, Contract Provisions, Scope of Work and/or Technical Specifications, and the Contractor's proposal as negotiated.
- h. Until the final award by Alabama A&M University, said University reserves the right to reject any and/or all RFPs, to waive technicalities, to re-advertise, or to proceed otherwise when the best interest of said University will be realized hereby.

III.B.2 NOTICE OF AWARD

The successful Offeror will be notified in writing of the University's Notice of Intent to Award.

PART IV—GENERAL INFORMATION, INSTRUCTIONS, AND CONDITIONS FOR OFFERORS

IV.A: GENERAL INFORMATION ABOUT THE RFP

IV.A.1 PROPOSAL PREPARATION COSTS

This RFP does not commit the University to an award, nor to pay any costs associated with the preparation and/or submission of any proposal. The University shall not reimburse any costs incurred by Offerors in responding to this RFP or in competing for Contract award.

IV.A.2 MODIFICATION OF PROPOSAL CLOSING DATE

The University reserves the right to modify the proposal closing date and/or time. If Offerors have already submitted their proposals to the University when the proposal closing date and/or time are modified, the University will afford those Offerors the opportunity to revise or withdraw their proposals.

IV.A.3 ADDENDA

The University may issue addenda to the RFP. Addenda, if any, will be issued at least five (5) calendar days prior to the proposal closing date. Any addendum issued less than five (5) days prior to the closing date will, if necessary, contain a provision modifying the proposal closing date to a date that will provide Offerors adequate time to respond to the addendum.

IV.A.4 CANCELLATION/WITHDRAWAL OF RFP

The University reserves the right to cancel or withdraw in whole or in part this RFP at its sole discretion. Offerors will be notified in the event the RFP is cancelled via the University website.

IV.A.5 WAIVER OF INFORMALITIES

The University reserves the right to waive informalities and minor irregularities in proposals.

IV.A.6 DISPOSITION OF PROPOSALS

Offerors' proposals will not be returned. The University will retain the original proposal for the contract file and destroy the remaining copies.

IV.B: GENERAL INSTRUCTIONS FOR OFFERORS

IV.B.1 AVAILABILITY OF SOLICITATION DOCUMENTS

The electronic versions of our solicitation documents are intended to provide convenience to you. Be advised that it is the responsibility of the prospective Offerors to monitor the University website for any addenda, notices or postings. Failure to submit signed addenda may be grounds to declare your offer nonresponsive. The RFP can be downloaded from the website and submitted the same as if a hard copy of the solicitation had been requested from the University.

IV.B.2 WRITTEN COMMUNICATIONS

- a. The University will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless included in this RFP, the specifications, or related documents or addenda thereto.
- b. Oral explanations or instructions given before the award of the Contract will not be binding.

IV.B.3 CLARIFICATION OF TERMS

If an Offeror has questions about the specifications or other solicitation documents, the Offeror should contact the University Contract Administration Manager whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by addendum issued by the University.

IV.B.4 WITHDRAWAL OF PROPOSAL PRIOR TO CLOSING DATE

The Offeror may request withdrawal of its proposal under the following circumstances:

- a. Proposals may be withdrawn by written notice from the Offeror to the University's Director of Purchasing, prior to the RFP closing date and time. The withdrawal shall be made by the person signing the proposal or by an individual(s) who is authorized by the Offeror. The Offeror must provide written evidence of the individual's authority to withdraw the proposal if the individual withdrawing the proposal is other than the person signing the proposal. Proposals may be withdrawn no later than two (2) business days prior to the closing date.
- b. Requests for withdrawal of proposals after opening of such proposal but prior to award shall be transmitted to the University's Purchasing Director, in writing, accompanied by full documentations supporting the request. If the request is based on a claim of error, documentation must show the basis of the error.

- c. Proposals may be withdrawn for good cause after the closing date and prior to award. No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

IV.B.5 LATE PROPOSALS

Proposals received after the proposal closing date and time shall not be considered. Late proposals will be returned to the Offeror UNOPENED, if the solicitation number, closing date and Offeror's return address is shown on the package.

IV.B.6 WITHDRAWAL OF PROPOSALS AFTER PROPOSAL OPENING

- a. An Offeror may withdraw his proposal from consideration if the cost proposal was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn.
- b. The Offeror shall give notice in writing of his claim of right to withdraw his proposal along with his original work papers, documents, and materials used in the preparation of the proposal to the University Purchasing Director, within two (2) days of the conclusion of the proposal opening procedure.
- c. If the University denies the withdrawal of a proposal within ten (10) calendar days after receiving notice from the Offeror under the provisions of this section, the University shall notify the Offeror in writing stating the reasons for its decision and award the Contract to such Offeror at the proposed price, provided such Offeror is a responsible and responsive Offeror.

IV.B.7 TRADE SECRETS OR PROPRIETARY INFORMATION

Proposals are subject to provisions of State law relating to inspection of public records. Proposals will be kept confidential until a list of recommended Offerors is approved by the University. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The University will not disclose or make public any pages of a Proposal on which the Offeror has stamped or imprinted the words "proprietary" or "confidential." Such materials

must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offerors' submittal and make a written determination specifying which portions of the Proposal should be disclosed in accordance with applicable Alabama law. Unless the Offeror takes action to prevent the disclosure, the Proposal may be so disclosed. The Proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

IV.C: GENERAL CONDITIONS FOR OFFERORS

IV.C.1 PROPOSAL ACCEPTANCE PERIOD

- a. All Proposals must remain valid for a minimum period of ninety (90) days after the proposed Proposal Due Date. No Proposal may be modified or withdrawn by the Offeror during this period unless prior written permission is granted by the University.
- b. The University reserves the right to request additional information from the Offeror at any time during the selection process. The University also reserves the right to extend by thirty (30) days the Proposal of any Offeror, at no additional cost to the University, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by the University after ninety (90) days, Offerors may, at their discretion, withdraw their Proposals or provide the University with written extensions of time.

IV.C.2 REJECTION OF PROPOSALS

- a. The University expressly reserves the right to reject any or all proposals or any part of a proposal, and to re-solicit the services in question, if such action is deemed to be in the best interest of the University.
- b. Proposals which fail to meet the solicitation requirements, or which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind or in which errors occur, or which contain abnormally high or abnormally low prices, for any class or item of work, may be rejected as invalid at the University's discretion.
- c. The receipt of more than one proposal from the same Offeror, whether or not the same or different names appear on the signature page, shall result in none of the Offeror's proposal being considered.
- d. Reasonable proof for believing that any Offeror has an interest in more than one proposal for the work contemplated will cause the rejection of all proposals made by him directly or indirectly.

- e. Any or all proposals shall be rejected if there is reason for believing that collusion exists among the Offerors.

IV.C.3 OBLIGATION OF CONTRACTOR

By submitting a proposal, the Contractor agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made nor will there be any right to cancellation or relief from the Contract because of any misunderstanding or lack of information.

IV.C.4 ADDITIONAL INFORMATION

The University reserves the right to ask any Contractor to clarify its offer.

IV.C.5 QUALIFICATION OF OFFERORS

The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to furnish the item(s) required in the performance of this Contract. The Offeror shall furnish to the University all such information and data for this purpose as may be requested. The University further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the University that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or goods contemplated therein.

IV.C.6 DELAYS IN AWARD

Delays in award of a Contract, beyond the anticipated starting date, may result in a change in the Contract period indicated in the solicitation. If this situation occurs, the University reserves the right to award a Contract covering the period equal to or less than the initial term indicated in the solicitation.

IV.C.7 AWARD FOR ALL OR PART

Unless otherwise specified, the University may, if it is in the best interest of the University to do so, award all or part of the proposal to any Contractor whose proposal is the most responsible and responsive and whose proposal best meets the requirements and criteria set forth in the solicitation.

IV.C.8 PROTEST OF AWARD

Any protest by an Offeror must be timely and in conformance with applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the University's written notification to all responding Offerors. Protests must be written and must include the name and address of the protestor and the number assigned to this RFP by the University. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Jeffrey Robinson
Purchasing Department
Alabama A&M University
305 Patton Hall
4900 Meridian Street
Normal, Alabama 35762

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PART V—REQUIRED FORMS

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 University;
- (2) has or has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal University 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 University, 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 University.

(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

(This Affidavit must be executed by the Offeror)

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 University, 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 University, 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 sub-awards at all tiers (including subcontracts, sub-grants, 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 coverage(s) prior to the Contract award. I further certify that the organization and any Subcontractors shall maintain these insurance coverage(s) during the entire term of the Contract and that all insurance coverage(s) 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: _____

SUBCONTRACTORS

Offerors shall identify any Subcontractors and the type of work anticipated to be performed during the term of the Contract.

Note: If necessary, make additional copies of this form and include with the proposal.

Firm Name #1: _____

Address: _____

Contact: _____ Title: _____

Phone No.: _____ Fax No.: _____

Type of the Work Anticipated to be Performed: _____

Location of Work to be Performed:

Estimated Dollar Amount of the Work to be Performed:

Firm Name #2: _____

Address: _____

Contact: _____ Title: _____

Phone No.: _____ Fax No.: _____

Type of Work Anticipated to be Performed: _____

Location of the Work to be Performed: _____

Estimated Dollar Amount of the Work to be Performed: _____

ALABAMA IMMIGRATION ACT E-VERIFY CONTRACTOR'S E-VERIFY CLAUSE AND AFFIDAVIT

Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012. Complete Affidavit 1 or 2.

E-VERIFY – NOTICE (RFP)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. ***A response to this RFP/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.***

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly Page 21 of 27 suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

E-Verify Affidavit

Compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is required for Alabama A&M University contracts as a

condition of the contract performance. Please provide a duly executed and notarized affidavit in the appropriate form as describe below.

AFFIDAVIT 1

I, _____, a duly authorized officer or agent of _____ (contractor), do execute this affidavit on behalf of _____ (contractor) and by executing this affidavit, the undersigned contractor verifies that it is a sole proprietorship, partnership, corporation or other business entity (circle one) that has no employees.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

Name of Contractor

Signature of Authorize Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____ 2016.

Notary Public

My commission Expires: _____

AFFIDAVIT 2

I, _____, a duly authorized officer or agent of (contractor), do execute this affidavit on behalf of _____(contractor) and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as "E-verify", web address https://e-verify.uscis.gov/enroll operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Name of Contractor

Signature of Authorize Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____ 2016.

Notary Public

My commission Expires: _____

Proof of Citizenship Demonstration and Declaration**(To be provided with Affidavit Form 1)**

In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or a sole member of a single member limited liability company, who is a U.S. Citizen to receive a public benefit or conduct a business transaction with Alabama A&M University, each such citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a copy of a valid form of picture identification, and if the presented item does not show the person's current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

- Driver's license or non-driver's identification card** (issued by Alabama *or* the division of motor vehicles or the equivalent governmental University of another state within the United States *if* the University indicates on the applicant's driver's license or non-driver's identification card that the person has provided satisfactory proof of United States citizenship).
- Birth certificate.**
- Pertinent pages of a United States valid or expired passport** (identifying the applicant and the applicant's passport number).
- United States naturalization documents or the number of the certificate of naturalization.** (If only the number of the certificate of naturalization is provided, the applicant shall not be awarded any contract until the number of the certificate of naturalization is verified with the United States Bureau of Citizenship and Immigration Services by the designated City Official, pursuant to 8 U.S.C. § 1373(c)).
- Other documents or methods of proof of United States citizenship** (issued by the federal government pursuant to the Immigration and Nationality Act of 1952, and amendments thereto).
- Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.**
- Consular report of birth abroad of a citizen of the United States of America.**
- Certificate of citizenship** (issued by the United States Citizenship and Immigration Services).
- Certification of report of birth** (issued by the United States Department of State).
- American Indian card, with KIC classification,** (issued by the United States Department of Homeland Security).
- Final adoption decree** (showing the applicant's name and United States birthplace).

- Official United States military record of service** (showing the applicant's place of birth in the United States).
- Extract from a United States hospital record of birth** (created at the time of the applicant's birth indicating the applicant's place of birth in the United States).

CITIZENSHIP DECLARATION

Under penalty of perjury, I, _____, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.

(Declarant's Signature and Date)

Verification, Demonstration, and Declaration of Lawfully Present Alien
(To be provided with Affidavit Form 1)

A. SAVE Verification. In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction with the City, the City must verify, using the Systematic Alien Verification of Entitlement (SAVE) Program, that such alien is lawfully present in the United States. In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number**, which is as follows: _____; and (2) **a copy of non-citizen immigration documents**.

B. Presumptive Lawful Presence. In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of one of the following items. Page 25 of 27

Note that if the presented item does not include picture identification, please also provide a valid form of picture identification, and if the presented item does not show the person's current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

- A valid, unexpired Alabama driver's license.**
- A valid, unexpired Alabama non-driver identification card.**
- A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer's admission to the United States).

- A foreign passport issued by a visa waiver country** (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer’s admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, _____, (print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien in the United States of America.

(Declarant’s Signature and Date)

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DISCLOSURE STATEMENT

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955. Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955 Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36t5-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of governmental or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36A5-1 (24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary. The form must be signed, dated, and notarized prior to submission.

Access Disclosure State form at:

<http://www.aamu.edu/administrativeoffices/business-and-finance/purchasing/Documents/Vendor%20Disclosure%20Statement.pdf>

UNIVERSITY MISSION, VALUES, AND EXPECTATIONS STATEMENT

Alabama Agricultural and Mechanical University reflects the uniqueness of the traditional land-grant institution, which combines professional, vocational and liberal arts pursuits. The University provides baccalaureate and graduate studies that are compatible with the times to all qualified, capable individuals who are interested in further developing their technical, professional, and scholastic skills and competencies. It operates in the three-fold function of teaching, research, and public service, including cooperative extension. A center of substance and excellence, Alabama A&M University provides a setting for the emergence of scholars, leaders, critical thinkers, and other contributors to society.

Specifically, the University is committed to:

Excellence in education and a scholarly environment in which inquiring and discriminating minds may be nourished.

The education of students for effective participation in local, state, regional, national, and international societies.

The search for new knowledge through research and its applications.

The provision of a comprehensive outreach program designed to meet the changing needs of the larger community.

Programs necessary to adequately address the major needs and problems of capable students who have experienced limited access to education.

Alabama A&M University, in cooperation with businesses, industrial and governmental agencies, and other institutions, provides a laboratory where theory is put into practice in a productive environment.

Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

States Covered: Bidder must list any and all states where products and services can be offered.

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

GENERAL:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Corporate office location.
4. List number of employees either nationally or regionally.
5. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Executive Support
6. Define your standard terms of payment.
7. Who is your competition in the public marketplace?
8. Overall annual sales for last three (3) years.
9. What differentiates your company from your competitors?
10. Briefly summarize your company's Quality control/Quality assurance program.

11. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
12. Please describe the quality program(s) within your company which measures your service work.
13. What is the reputation of your company's service in the public marketplace?
14. Describe how you go about vetting your onsite support team.
15. What disciplines are sub-contracted or outsourced and which ones are in-house?
16. Describe your transition plan.
17. Describe your company's startup and system checkout responsibilities

SAFETY:

18. Describe your company's safety program during service work.

MARKETING/SALES

19. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
20. Explain how your company plans to market this agreement to help the University create revenue for the venues you manage.
21. Provide a detailed 90-day plan describing how the contract will be implemented within your company.

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