



April 9, 2014

TO:

RE: Request for Proposals – **Management of the Bevill Center**
The University of Alabama in Huntsville
Proposal No. [P00101.RV01]

Addendum No. 01

This addendum is to correct the purpose of the proposal – delete “Operation of the University Food Service”.

The University of Alabama in Huntsville is seeking formal proposals to enter into an exclusive agreement with a contractor for the “Management of the Bevill Center”.

Sealed proposals will be received subject to the conditions cited herein until 2:00 p.m. on Wednesday, May 28, 2014. All RFPs must be furnished to Terence Haley, Procurement Services, Business Services Building, The University of Alabama in Huntsville, 301 Sparkman Drive, Huntsville, Alabama 35899.

All proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, **proposal number**, name of the project, and date.

Please note that all proposals must be accompanied by a bid bond, and a performance bond will be required of the successful contractor.

In order to be considered for selection, vendors must submit a complete response to this request for proposal. One original, one data storage device (i.e. thumb drive) and three (3) copies of each proposal must be submitted to the University. The vendors shall make no other distribution of the proposals.

No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60) days. The University reserves the right to waive any informality and to reject any and all proposals.

Any questions concerning this proposal should be submitted via email to Terence Haley at haley@uah.edu (subject: Management of the Bevill Center Proposal). Written replies of general significance will be forwarded to all vendors invited under this request.

All other requirements, terms and conditions remain unchanged.

Sincerely,

Terence Haley

Terence Haley
Director of Procurement & Business Services

**REQUEST FOR PROPOSALS (P00101.RV01)
AND SPECIFICATIONS FOR THE
MANAGEMENT OF THE BEVILL CENTER**

**THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
HUNTSVILLE, ALABAMA 35899**

PROPOSALS TO BE RECEIVED AT THE OFFICE OF:

**PROCUREMENT SERVICES
BUSINESS SERVICES BUILDING
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
HUNTSVILLE, ALABAMA 35899**

256- 824-6674

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
REQUEST FOR PROPOSALS AND SPECIFICATIONS
FOR THE MANAGEMENT OF THE BEVILL CENTER

TABLE OF CONTENTS

1.0	Introduction and Scope	1
2.0	General Terms and Conditions	1
2.1	Contractor Qualifications	1
2.2	Method of Award Contract	3
2.3	Site Visit and Inspection of Food Service/Conference Center/Hotel Records	3
2.4	Rejection of Proposals	3
2.5	Contract Changes	3
2.6	Indemnity	4
2.7	Permits, Licenses, Taxes and Certificate of Authority	4
2.8	Inventory Purchase, Credit Memos and Purchase Orders	4
2.9	Food Service and Bevill Center Name.....	4
2.10	Signage.....	5
2.11	Parking Permits.....	5
2.12	Non-Discrimination and Sexual Harassment.....	5
3.0	Commission Payments and Financial Arrangements	6
4.0	Capital Investment	8
5.0	Information Profiles	8
5.1	Bevill Center Profile	9
6.0	Specification Contract Terms and Conditions	9
6.1	Term of Contract, Termination of Contract.....	9
6.2	Management and Staff	10
6.3	Assignment or Subcontract	10
6.4	Acceptance, Responsibility for, and Return of Equipment and Facilities	10
6.5	Insurance Obligations Including Worker’s Compensation and Comp. Gen. Liability	11
6.6	University Responsibilities	11
6.7	Contractor’s Responsibilities	12
6.8	Purchasing, Delivery, Storage.....	13
6.9	Store Security.....	13
7.0	Other Local Operations	14
8.0	Other General Terms and Conditions for Independent Professional Services Contractors (Contract Terms)	14-16
9.0	Administrative Requirements	16
	Evaluation Criteria	18
	Proposal Forms	19

Request for Proposals
for the Management and Operation of the
Tom Bevill Conference Center and Hotel

1.0 INTRODUCTION AND SCOPE

- 1.1 The University of Alabama in Huntsville (“University”) maintains the Tom Bevill Conference Center and Hotel (Bevill Center), which houses the U.S. Army Corp of Engineers Training Program, and also includes the Garden View Restaurant, catering, and special events functions, and it serves as an integral element of its educational and academic mission.
- 1.2 Said Bevill Center operation is established and maintained solely for the convenience of students, faculty, staff, alumni, and guests of the University
- 1.3 The University requests proposals from qualified food service, conference center/hotel management companies, hereinafter referred to as “Contractor”, desiring to assume the management and operation of the Food Service and Bevill Center and its operations on an exclusive basis.
- 1.4 This Request for Proposals specifies the expected minimum level of service in the Tom Bevill Center consistent with the current operation under University management. Proposals submitted by Contractor must respond to all bid and proposal instructions and, at a minimum, respond to all of the requirements, specifications, terms, conditions, and provisions hereinafter contained in this Request for Proposals.
- 1.5 Sealed proposals will be received in Procurement Services, Business Services Building, 301 Sparkman Drive, Huntsville, Alabama, 35899 until 2:00 p.m. on Wednesday, May 28, 2014. Each proposal submitted will be stamped with the time and date of the receipt. Any proposal received after 2:00 p.m. will not be considered for an award of a contract.
- 1.6 Any questions concerning this proposal should be submitted via email to Terence Haley at haley@uah.edu (subject: Food Service & Bevill Center Proposal). Written replies of general significance will be forwarded to all vendors invited under this request.
- 1.7 In the event it becomes necessary to revise any part of this RFP prior to the assigned return date, written revisions will be posted by Procurement Services on our website at <http://uah.edu/business-services/vendors/bid-opportunities>. Scroll down and click on the proposal number.

2.0 GENERAL TERMS AND CONDITIONS

2.1 CONTRACTOR QUALIFICATIONS

- 2.1.1 The University will consider proposals from qualified Contractors who are capable of meeting the terms and conditions stated herein. The Contractor must be ordinarily engaged in the business of operating food service and conference center/hotel operations on college and university campuses and have sufficient experience and financial resources to provide the services specified in this proposal. The Contractor must have successfully operated a university conference center of a similar nature and size (hotel \$1.6 to \$3 million) for a minimum of three (3) years and must presently be engaged in operating at least ten (10) conference center/hotel operations. The Contractor must submit with its proposal sufficient financial information, such as financial statements and Dunn & Bradstreet ratings, to allow the University to evaluate the financial condition of the Contractor and its ability to meet the responsibilities of the contract.

- 2.1.2 The Contractor must submit with its proposal references of at least three successful operations. Information provided must include persons to contact with addresses and phone numbers, the size of the institution served, the physical size of the food service and conference center/hotel, and other pertinent information, which would aid in the determination of an experienced Contractor. The Contractor shall provide a listing with phone number and contact person of all university food service and conference center/hotels currently being operated. The contractor shall also provide a list of previously operated university conference center which have been discontinued in the last five years (July 1, 2009 thru current). The University reserves the right to request additional information to determine the responsibility of the apparent successful Contractor relative to its ability to comply with the terms and conditions of this Request for Proposals
- 2.1.3 Contractors must submit an organizational chart outlining their positions of leadership and appropriate support experts
- 2.1.4 The University of Alabama in Huntsville’s Tom Bevill Conference Center has an existing relationship with the United States Military. In support of this relationship and services provided to the military personal, contractors submitting bids must specifically include and provide specific plans in regards to the following services attributes:
 - 2.1.4.1 Demonstrate an ability and experience in securing entry credentials to gain access to the Redstone Arsenal Military Base in Huntsville, Alabama
 - 2.1.4.2 Experience with rooms software system and an on-line computerized quality assurance system providing hotel guests with access to report maintenance and repair issues. The system must also provide daily reporting capabilities identifying problems and tracking resolution.
 - 2.1.4.3 Secure use of complimentary workout/exercise facility within ¼ miles of the Bevill Conference Center
 - 2.1.4.4 Provide complimentary shuttle seven (7) days a week which includes to class locations on the campus of the University of Alabama in Huntsville, local transportation and to the Huntsville airport as follows:
 - On Campus: Mon-Friday, 0700 – 0815, 1100-1315 and 1500-1800
 - Local: Sunday 0800-2200; Mon – Thurs 1700-2300; Friday & Saturday 0800-2300
 - 2.1.4.5 Ability to secure over-flow hotel accommodations at a 2 star hotel or better in accordance with “Quality Standards for AA Hotels . Over-flow accommodations must meet the following criteria:
 - 2.1.4.5.1 Over-flow accommodations must be available for a minimum of 100 rooms with a minimum of 40 guests per overflow property. Accommodations must be single occupancy.
 - 2.1.4.5.2 Over-flow accommodations will include access to an indoor workout facility. Facility may be located within the property or within ¼ mile radius and must include at least two (2) treadmills, at least one non-weight bearing aerobic equipment option (preferably an elliptical machine or stationary bicycle), and various weight-lifting equipment (either free-weights or nautilus type equipment). Agreements/contracts with gym facilities shall be the contractor’s responsibility independent of this contract. Any charges for use of the workout facility must be paid for by the contractor and not military personnel, the U.S. Military or the university
 - 2.1.4.5.3 Over-flow accommodations must include at no cost to the university a high speed internet access with a minimum upload and download speed of 2MBS. Bidders must confirm this capability.
 - 2.1.4.5.4 Provide transportation at no charge to the individual, U.S. Military or the university according to previously identified transportation hours which includes transportation to all buffet meals, study groups or social times hosted by the U.S. Military at the Bevill Conference Center
 - 2.1.4.6 Computerized Meal Tracking System – Bidders must demonstrate experience with computerized meal systems utilized to track daily entries by conference guests
 - 2.1.4.7 Meals and Nutritional Information – Bidders must be able to demonstrate an ability to convey specific nutritional information for individual buffet items offered within the Tom Bevill Conference Center on a daily basis. Buffets will be provided at breakfast, lunch and dinner.
 - 2.1.4.8 Bidders must commit to NOT penalizing the U.S. Military or the University of Alabama in Huntsville for canceled reservations regardless of the timing of the cancelation or if a participant fails to arrive.
 - 2.1.4.9 Bidders must be able to demonstrate their ability to procure, monitor and track use of Minority/Women Owned Business Enterprises.

2.2 METHOD OF AWARD OF CONTRACT

2.2.1 Award may be made to the Contractor who is determined by the University to best meet the needs and objectives of the university community. Contractors are encouraged to propose innovations. An award may be made to a Contractor other than the Contractor proposing the highest commission return according to the University's judgement of its best interest.

In awarding the contract, the University will consider a number of factors in combination in evaluating the proposals submitted. These factors will include, but not be limited to, the following, which are NOT listed in order of importance:

- Contractor's record of performance and service in higher education food service and conference center/hotel operations, including the overall number of university facilities operated.
- Contractor's conformance to RFP's specifications, requirements, terms, conditions and provisions.
- Contractor's pricing .
- Minimize the financial risk of the University.
- Review of and recommendations with respect to Contractor's food service/conference center/hotel operations at other similar universities.
- Extent of Contractor's size, credit standing, financial record, stability and management.
- Quality of Management Company's leadership capabilities and management practices

Proposals are evaluated and award decisions are made in the best overall interest of the University of Alabama in Huntsville.

2.2.2 The successful Contractor will be required to execute a contract in conformance with the provisions of this Request for Proposals.

2.3 SITE VISIT AND INSPECTION OF FOOD SERVICE/CONFERENCE CENTER/HOTAL RECORDS

Contractors can contact John Maxon, Associate Vice President for Auxiliary Services University of Alabama in Huntsville, phone 256-824-6108 to visit the hotel operations and review past and present reports.

Site visits will be scheduled with Mr. Maxon at a mutually convenient time and all site visits must have been completed no later than Friday, May 21, 2014.

2.4 REJECTION OF PROPOSALS

2.4.1 The University reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals at its sole discretion.

2.4.2 Grounds for the rejection of a proposal include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the solicitation.
- A proposal imposing conditions which would modify the terms and conditions of the solicitation, or limit the Contractor's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Contractor to sign Proposal Form in the designated signature location.
- Any proposal determined by the University to be unreasonable as to commission and/or guarantee.
- Proposals received that are determined to be from Contractors who are not responsible.

2.4.3 Technicalities or minor irregularities in Contractor's proposal which may be waived, when the University determines that it will be in the University's best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this Request for Proposals and having nor or a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Contractors. The University may either give a Contractor an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to the University to do so.

2.5 CONTRACT CHANGES

During the period of the contract, no changes will be permitted in any of the conditions and specifications unless the Contractor receives written approval from the University.

2.6 INDEMNITY

The Contractor agrees to indemnify and hold harmless the University, its trustees, officers, agents, employees, successors, and/or assigns from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death), damage to property, and/or other injury or damage arising out of or as a consequence of the Contractor's acts or omissions in performing under this Contract, its presence on the University's premises, or the existence of this Contract or any matter related hereto. This indemnification agreement shall include all costs, including reasonable attorney's fees and court costs, incurred by the University in connection with the defense against any such claim of liability.

2.7 PERMITS, LICENSES, TAXES AND CERTIFICATE OF AUTHORITY

2.7.1 The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and it shall post or display in a prominent place such permits and/or notices as are required by law.

2.7.2 The Contractor must furnish certification of authority to conduct business in the State of Alabama as a condition of contract award.

- 2.7.3 The Contractor shall be responsible for and pay when due any and all taxes and assessments arising out of the operation of the Bevill Center including, but not limited to, payroll taxes (including all deductions of employees), personal property taxes, franchise taxes, sales and use taxes, and income taxes.
- 2.7.4 The Contractor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

2.8 INVENTORY PURCHASE, CREDIT MEMOS AND PURCHASE ORDERS

- 2.8.1 The university owns the food and supply inventory, as well as the linen and individual rooms supplies such as tissue paper, soap or similar in the Bevill Center. Any credit memos or purchase orders incident to the operation of the Bevill Center are in the name of the current operator. It shall be the responsibility of the Contractor, if appropriate, to obtain the agreement of the current operator of the Bevill Center regarding any arrangements concerning the purchase of the current Food Service and Bevill Center operator's inventory and the adjustment of outstanding credit memos or purchase orders.

2.9 BEVILL CENTER NAME

The current name the Tom Bevill Conference Center is not subject to change.

2.10 PARKING PERMITS

Employees of the Contractor working in the Tom Bevill Center and appropriate management personnel are required to purchase University parking permits on the same basis as University employees except payroll deduction will not be available.

2.11 NON-DISCRIMINATION AND SEXUAL HARASSMENT

- 2.11.1 The Contractor agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to this Contract, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, handicap or disability. The equal opportunity clause required under Executive Order 11246 and regulations issued thereunder are made a part of this Contract by reference.
- 2.11.2 Sexual and racial or any other type of harassment constitutes a form of discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended and Title IX of the Educational Amendments of 1972. The Contractor and its subcontractors must agree to be responsible for any acts of sexual and racial harassment by its employees. The Contractor must agree to inform all of its employees and subcontractors and their employees that sexual and racial harassment is a violation of federal law and University policy, and will not be tolerated in the Food Service and Bevill Center or anywhere else on University property. Sexual harassment includes unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. The Contractor must agree to remove from the Bevill Center and University property any of its employees or those of subcontractors who improperly conduct themselves in any manner toward University students, employees or guests.
- 2.11.3 The Contractor must outline in its proposal any minority purchase and/or subcontract program it currently has or plans to implement.

3.0 COMMISSION PAYMENTS AND FINANCIAL ARRANGEMENTS

- 3.1 The University encourages creativity in the financial plan submitted by bidders. Bidders are required to submit an operating performance within the proposal outlining the university's commissions, annual return or similar financial consideration.
- 3.2 As used herein, "gross sales" shall mean all revenues from sales of the Contractor (including sales or commissions of any assignee, subcontractor, concessionaire or licensee of Contractor) based upon all business conducted in or from the Bevill Center, whether such sales be evidenced by check, cash, credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amount received from the sale of goods, wares and merchandise, including tangible property of every kind and nature, promotional and otherwise and for services performed from or at the Bevill Center, together with the amount of all orders taken or received at the Bevill Center, whether such orders be filled from the Bevill Center or elsewhere. Gross sales shall not include sales of merchandise for which cash has been refunded, provided that they shall have previously been included in gross sales. There shall be deducted from gross sales the price of merchandise returned by customers for exchange, provided that such merchandise shall have been previously included in gross sales, and provided that the sales price of merchandise delivered to the customer in exchange shall be included in gross sales. Gross sales shall not include the amount of any sales tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein, and actually paid by the Contractor to such governmental authority. Gross sales shall **not** include the discounted sales to departments of the University. Each charge or sale upon credit shall be treated as a sale for the full price in the month when such charge or sale is made, irrespective of the time when the Contractor shall receive payment (whether full or partial) therefore or if ever received. Any specific procedures for handling credit card promotions, etc., should be outlined in the Contractor's response.
- 3.3 Operating Profits: The amount of Gross Sales in excess of Operating Expenses.
- 3.4 Within fifteen (15) days following the last day of each monthly accounting period, the Contractor shall submit in electronic format to the University a detailed operating statement including gross and net sales as defined herein for that month, and if applicable, a commission check. **The check will be mailed to:**

Associate Vice-President of Finance and Business Services
Shelbie King Hall 229A
The University of Alabama in Huntsville
Huntsville, AL 35899

A copy of the monthly operating statement and the amount of the check transmitted to the Associate Vice President of Finance and Business Services must be electronically mailed at the same time to:

Associate Vice President for Auxiliary Services
606-A John Wright Drive
Huntsville, AL 35899

- 3.5 On termination or expiration of the contract, commissions shall be paid to the University on sales up to the final day the Bevill Center is operated under the contract.
- 3.6 Any other amounts owed the University by the Contractor shall be paid within thirty (30) days after receipt of the invoice.

- 3.7.1 University may charge the Contractor interest on all above outstanding receivables thirty (30) days past due at the greater of **(1)** one percent (1%) per month or **(2)** the highest interest amount allowed by applicable state law. All such amounts shall be calculated monthly and shall be due and owing in the same manner and at the same time as other payments.
- 3.8 The Contractor shall follow established University procedures in charging University departments for Bevill Center purchases and services provided thereto.
- 3.9 The collection of payments, either directly at the time of sale or through charges or invoices, from the sale of all Bevill Center merchandise and services to individual University students, faculty, and staff for their personal use, and to any other non-University customers shall be the sole responsibility of the Contractor.
- 3.10 The Contractor shall be responsible for the collection of all receivables from the sales to the individuals and other customers indicated in Paragraph 3.9 above.
- 3.11 The Contractor shall maintain appropriate internal accounting controls and keep full, complete, and proper books, records, and accounts of the Contractor's gross sales (as the term is defined herein), both for cash and on credit; said books, records, and accounts, including any sales or other tax reports that Contractor may be required to furnish to any government or governmental agency, shall at all reasonable time be open to the inspection of the University, the Comptroller of the Treasury of the State of Alabama or their designee for as long as such records exist but in no event less than three (3) years following the termination or expiration of the contract.
- 3.12 Within sixty (60) days after the end of each contract year, the Contractor shall furnish the University with a statement to be certified as correct by the Contractor or an employee of Contractor authorized to so certify, which shall set forth the Contractor's gross sales (as defined herein), and shall pay to the University simultaneous with the submission of said statement any remaining amount of percentage commission which is payable to the University as computed on the cumulative Contractor's net sales (as defined herein).
- 3.13 The University may, once in any contract year, cause an audit of the business of the Contractor to be made by a certified public accountant of the University's own selection, and if the statement of gross sales previously made by the Contractor to the University shall be found to be less than 97.5 percent of the amount of the Contractor's gross sales shown by such audit and if percentage commission is found to be due, the Contractor shall pay for the cost of such audit as well as the additional percentage commission therein shown to be payable by the Contractor to the University; otherwise, the cost of such audit shall be paid by the University.
- 3.14 In the event that any statement of gross sales as used herein by the Contractor is found to be less than 97.5 percent of the amount of the Contractor's gross sales as shown by such audit and if percentage commission is found to be due, the University may, at its option, conduct an audit for the next consecutive percentage commission period at the sole expense of the Contractor (the cost of which, however, shall not exceed the cost of the immediate preceding audit) irrespective of the results of such subsequent audit until and through such audit which reveals the gross sales as reported are not less than 97.5 percent of the Contractor's actual gross sales.
- 3.15 The Contractor agrees that the University, or any of its duly authorized representatives, at any time during the term of this contract, shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to the Contractor's charges and

performance under this contract. The University shall carry out such right of access upon reasonable notice to the Contractor and during regular business hours. Such records shall be kept by the Contractor for a period of three (3) years.

4.0 **CAPITAL INVESTMENT**

- 4.1 In addition to the commission return, the Contractor is requested to make a capital investment for renovation to the Bevill Conference Center . The Contractor shall specify in its proposal how the capital investment will enhance the conference center operation .
- 4.2 The Contractor shall submit detailed plans, specifications, and drawings, and cost estimates for proposed changes, with the names of any construction companies and principal suppliers to be involved. Such plans and estimates shall be subject to University review and approval, which shall not be unreasonably withheld. Any dollar amount designated for renovation in the proposal and not actually expended for the renovation will be paid by check to the University.
- 4.3 The Contractor shall agree that at the end of the original contract term that the capital investments indicated in Paragraphs 4.1 and 4.2 will have been fully amortized and shall become the property of the University.
- 4.4 The Contractor shall agree that the extent and nature of any above capital investment and scheduling of same shall be mutually agreed upon with the University and appropriate state officials.
- 4.5 After the completion of capital investment project(s), the Contractor shall provide the University with the actual cost of the project(s) and sufficient supporting documentation to justify the actual cost.

5.0 **INFORMATION PROFILES**

5.1 **BEVILL CENTER PROFILE**

5.1.1 The Bevill Center occupies approximately 93,600 square feet, of which 58,910 square feet are sleeping rooms (100 rooms) and dining facilities (Garden View Restaurant). An additional 14,729-office space and 19,961 square feet of meeting space is leased to the U.S. Army Corp of Engineers. The meeting space is available for the Contractor to rent if not reserved by the U.S. Army Corp of Engineers.

5.1.2 Gross Sales for the last 5 complete fiscal year periods are as follows:

Fiscal Year Period	Gross Sales
2008/2009	\$1,698,530
2009/2010	\$2,175,230
2010/2011	\$3,271,007
2011/2012	\$3,099,515
2012/2013	\$2,717,263

5.1.3 The contractor is expected to provide the leadership (hiring, training, and evaluation) for the following functional areas:

- Guest Service
 - Front Desk
 - Shuttle Services

- Food and Beverage Services
 - Gardenview Restaurant (Breakfast, Lunch and Dinner)
 - Catering (On property, and on-campus events)
- Cocktail Lounge
- Housekeeping
 - Maid Service
 - Laundry Services
- Janitorial
- Sales/Marketing
- Quality Assurance
- Financial Management and Reporting for all Government related contracts and UAH related business.

5.1.3 On site maintenance shall be provided by UAH maintenance personnel

5.1.4 The contractor is to work closely with the U.S. Corp of Engineers in scheduling building usage/meeting space, and other shared resources.

6.0 SPECIFIC CONTRACT TERMS AND CONDITIONS

6.1 TERM OF CONTRACT, TERMINATION OF CONTRACT

6.1.1 The contract shall commence on a date mutually determined by the University and the Contractor and shall have an initial term of five (5) years with an option to renew for an additional term of five (5) years with the mutual agreement of the University and the Contractor. At the end of the fourth (4) year of the original term, the University will evaluate the services being provided; and if satisfactory in its sole opinion, the University may agree to extend the Agreement for the five (5) additional years at that time.

6.1.2 Notwithstanding the foregoing, if the Contractor fails to perform under the terms of the contract, including but not limited to, failure to pay amounts when due or failure to operate in a reasonable manner for the best interests of the University and its faculty, staff and students, or for the convenience of the University because of the failure of the Contractor to fulfill its contract obligations, the University may give the Contractor written notice of its failure to perform, and if the Contractor fails to correct the default within thirty (30) days, the University, by written notice, may terminate the contract after an additional ninety (90) days.

6.1.3 The contract may include a provision for the payment of liquidated damages by the Contractor in the event of unjustified termination by the Contractor prior to the completion of the contract term. Further,

6.1.4 in case of default of the contract, the University may procure the articles or services from other sources and hold the Contractor responsible for any excess cost or loss of revenue occasioned thereby.

6.1.5 The University reserves the right to perform periodic audits of the Contractor's operation to determine its compliance with the contract.

6.1.6 It is the intent of the University to award a contract to a qualified Contractor in sufficient time for the Contractor to assume operation of the Bevill Center, on or before October 1, 2014, or other acceptable date agreed to between the University and the successful Contractor.

6.1.7 Upon termination of the contract or any renewals hereof, the Contractor shall promptly cease operation, vacate the premises and deliver premises to the University in the same condition the premises are in at the time the Contractor enters into such agreement, reasonable wear and tear expected; provided, however, that the University, requires that any or all of the alterations, additions, and improvements to the premises not be removed by the Contractor, the same being a part of the premises. The foregoing sentence notwithstanding, provided the University asserts no lien, the Contractor shall have the right upon termination of the contract to remove such furniture, furnishing, equipment, trade fixtures, and other personal property of the Contractor placed in or upon the premises with fifteen (15) days of termination or expiration of the contract; provided the Contractor shall, at its sole expense, repair any damage to premises caused by such removal.

6.2 MANAGEMENT AND STAFF

6.2.1 The Contractor shall staff the Bevill Center with experienced and qualified managerial and clerical personnel. The Contractor shall list part-time job opportunities suitable for students with the University's student employment office and shall exert its best efforts to employ students. The Contractor shall pay wages and benefits and accept all employer liabilities for all Bevill Center employees. The Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees in the service areas of the Food Service and Bevill Center. The Contractor shall employ a Director (Manager) who shall coordinate all activities connected with the provision of services specified under the contract. The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing any of the services specified under this contract shall do so in a proper, workmanlike, and dignified manner.

6.2.2 The University reserves the right to review the credentials and qualifications of all personnel hired by the Contractor for management positions. University reserves the right to have the Contractor change the Bevill Center Director and other management staff at University's sole discretion.

6.2.3 The employees of the Contractor shall strictly adhere to University regulations while on the University premises, including but not limited to regulations governing access to buildings, personal conduct, possession of prescribed substances or articles, parking and traffic. Further, the University reserves the right to require the removal of Contractor's employees from assignment on its campus for good cause.

6.3 ASSIGNMENT OR SUBCONTRACT

The Contractor may not assign or subcontract in whole or in part its obligations under the contract without prior written approval of the University.

6.4 ACCEPTANCE, RESPONSIBILITY FOR, AND RETURN OF EQUIPMENT AND FACILITIES

6.4.1 The Contractor shall inspect the premises and facilities for the Food Service and Bevill Center operation and accept them as adequate for operation.

6.4.2 An inventory of all University-owned equipment and fixtures at the Bevill Center and similar items shall be jointly taken prior to initiation of the contract and at least annually thereafter by representatives of the Contractor and the University at times to be mutually agreed. The Contractor shall promptly replace any missing or damaged University-owned equipment disclosed by the inventory, at its sole expense, within forty-five (45) days of the inventory. Inventory reports shall also note the condition of each major piece of equipment. The Contractor shall not remove or permit the removal from the premises of any fixtures or equipment owned by the University, nor shall it remove any equipment it furnished to replace equipment lost, damaged, or destroyed without prior approval of the University.

6.4.3 The Contractor agrees to return to the University at the expiration or on termination of the contract all furniture, equipment, fixtures, etc., furnished by the University and any replacements of such equipment, which the Contractor shall have purchased only with University consent, in the condition in which received, except for ordinary wear and tear, modifications, which shall have been made only with consent of the University and said furniture, equipment, etc. which may have been lost or damaged as a result of the University's sole negligence.

6.5 INSURANCE OBLIGATIONS INCLUDING WORKER'S COMPENSATION AND COMPREHENSIVE GENERAL LIABILITY

6.5.1 The University is only responsible for general property risks of accidental loss to the building, furniture, file cabinets, display equipment, and/or other equipment or furnishings owned by the University and provided to the Contractor under this contract, except when caused by Contractor negligence. The Contractor shall be responsible for all risks to the stock fixtures, furnishings, equipment and all other contents of the Bevill Center owned by the Contractor.

6.5.2 The Contractor shall maintain in force at all times during the term of this Contract, with responsible insurance carriers, the following insurance: (a) workmen's compensation insurance, to the extent coverage is required by law for the Contractor, in the amount of the statutory limits; (b) automobile liability insurance in the amount of \$300,000 per person and \$500,000 per occurrence, if the use of an automobile by the Contractor is involved in or related to its performance under this contract; and (c) general liability insurance, in appropriate amounts as mutually agreed by Contractor and University. The contractor shall provide annually to Procurement Services a Certificate of Insurance to the University with respect to one (1) or more of the foregoing coverages. The University shall be made an additional insured on any of such policies of insurance.

6.6 UNIVERSITY'S RESPONSIBILITIES

6.6.1 The University shall provide heat, light, water, electricity, chilled water, and sewer service; fire and smoke alarms; external security devices in the Bevill Center and exteriors of the building; and snow removal, as it is reasonable required for operation. The University shall maintain these services and make every reasonable effort to avoid their disruption. In the event any service must be interrupted for repair or modification, the University shall provide to Contractor's representative as much advance notice as possible. In the event of any such interruption or any disruption of services, the University shall take such steps as it reasonably can promptly to restore them, but shall not be responsible for any loss sustained by the Contractor as a result of interruption of services from any cause.

6.6.2 The University shall provide existing furniture, file cabinets, display equipment, and the like now at the Bevill Center and owned by the University. The University shall not be required to furnish any additional furniture, equipment, etc. and/or replace furnished items when no longer usable for whatever reason. Any existing furniture, equipment, etc. not used by the Contractor will be returned to the University.

6.6.3 The University shall provide all structural repairs to, and maintenance of, the building and fixed equipment (including attached lighting fixtures and any air conditioning and ventilating equipment) required for the Bevill Center.

6.6.4 The University shall provide access to University bulletin boards for appropriate notices relating to the Bevill Center in accordance with University Center and Bevill Center policy and other University policies.

- 6.6.5 The University shall provide access to the University telephone system at the same monthly line and equipment charges billed to University departments plus applicable taxes. The University will bill Contractor monthly.
- 6.6.6 The University shall bear the cost of rekeying all exterior doors and resetting safe combinations at the outset of the contract. Thereafter, these costs shall be paid to the University by the Contractor if changes are made at its request. The Contractor may not make lock changes without written approval of the University.
- 6.6.7 The University shall provide for external trash, garbage removal, and extermination services and bill to the Bevill Center the University's costs for providing such services.

6.7 CONTRACTOR'S RESPONSIBILITIES

- 6.7.1 Excluding initial investment offer, the Contractor shall bear the costs of all expenses for any renovations, alterations, changes or modification initiated by the Contractor and shall not be reimbursed by the University at the expiration of the contract period. Said changes shall have the prior written approval of the University. Any modifications, renovations, alterations, or changes must be in compliance with all applicable University, State and Federal requirements. The Contractor must receive preliminary written approval from the appropriate campus official before proceeding with detailed plans and specifications.
- 6.7.2 If such approval is given the Contractor must then submit detailed plans and cost estimates for proposed changes, with the names of any construction companies and principal suppliers to be involved. If further written approval is given by the appropriate campus officials the project may proceed. A copy of the Contractor's receipt for payment for each renovation, alteration, or similar change shall be forwarded to the University within thirty (30) days of payment.
- 6.7.3 The Contractor shall not allow the premises or any improvements thereon to be come subject to any lien, charge or encumbrance whatsoever without the express written consent of the University and the State of Alabama.
- 6.7.4 The Contractor shall maintain properly and to the satisfaction of the University the interiors of the Bevill Center, including day-to-day cleaning of floors, stairways, walls, fixtures, furniture, and equipment within both facilities and maid service within the hotel.
- 6.7.5 The Contractor shall conform to fire, safety, traffic, parking, and other University or statutory regulations as imposed on University units and other contractual services on its premises and their personnel.
- 6.7.6 The Contractor shall pay the University within thirty (30) days of invoicing at its regular internal charge rates for any services provided by the University upon the Contractor's request, including, but not limited to, telephone and toll charges; security surveillance or the like within the Bevill Center; maintenance, mailing, printing services or copy duplicating services, and external trash, garbage removal, and extermination services.
- 6.7.7 The Contractor will cooperate with the University's Physical Plant Department in energy conservation for the Bevill Center operation and shall comply in the Bevill Center with the standards for heating, cooling, and lighting that are imposed on University departments.

- 6.7.8 The Contractor may purchase any items of equipment or fixtures, which in its opinion may be needed to operate the Bevill Center. The Contractor shall secure the University's approval in writing before making any physical modifications to install any Contractor equipment. Any equipment so purchased will remain the property of the Contractor and may be removed by it upon expiration or termination of the contract. The Contractor shall be responsible in restoring the Bevill Center facility to its original condition if any equipment, which has been installed, is removed.
- 6.7.9 The Contractor shall be responsible for all normal costs of doing business except as noted in this document in sections 6.7 of this document.
- 6.7.10 The Contractor shall handle disposal of trash in accordance with University guidelines, including, but not limited to, breaking down boxes, using trash bags, placing trash in appropriate dumpsters, etc.

6.8 PURCHASING, DELIVERY, STORAGE

- 6.8.1 The Contractor shall make all purchases in its own name and not in any way attempt to bind the University in its contractual agreements. Any contract documents issued by the Contractor must be very clear that it is the Contractor that is being bound by the document, not the University.
- 6.8.2 Delivery of merchandise to and from the Bevill Center will be at the Contractor's risk and expense. The Contractor shall promptly unload and store any Bevill Center shipments delivered to University premises. The Contractor must use the Bevill Center loading dock for all deliveries to the Bevill Center.
- 6.8.3 Storage of merchandise will be in the areas allocated for the Bevill Center, or such other premises as the Contractor chooses to use within the Bevill Center or assigned space, and will be at the Contractor's sole expense and risk.

6.9 STORE SECURITY

- 6.9.1 The Contractor shall collaborate with appropriate University officials concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bevill Center. The Contractor shall not, except in physically dangerous or other emergency situations, summon public emergency services except through the public safety dispatcher.
- 6.9.2 The Contractor shall control all keys to the Bevill Center premises except two (2) keys which shall be in the possession of the University supervisors of maintenance and Campus Police, for such admission of authorized University maintenance and Campus Police personnel as may be necessary to monitor or inspect alarms, to provide for building and property security, and to provide emergency utility service. It is understood that any such entry on the Bevill Center premises with prior knowledge of the Contractor's representative shall be in emergency situations and that each occasion shall be immediately reported to the Contractor's representative.
- 6.9.3 The Contractor shall provide the University a list of Contractor personnel having keys to the premises, including addresses and telephone numbers, and campus police and maintenance supervisors shall call the Contractor to gain access to the Bevill Center except when an emergency situation clearly precludes this.
- 6.9.4 The University will provide effective and prompt support to the Contractor in its efforts to assure the security of its premises and stock. If the Contractor feels the measures taken by the University for the resolution of any security problem are insufficient, the Contractor shall have the right to present its

views and recommendations to the Associate Vice President for Auxiliary Services who shall not unreasonably deny its requests.

7.0 OTHER LOCAL OPERATIONS

The Contractor shall identify in its proposal all of its Conference Center and Hotel operations within one hundred (100) miles of Huntsville, Alabama. The Contractor shall specify whether the operation is owned, contracted or leased, and the extent of its ownership.

8.0 OTHER GENERAL TERMS AND CONDITIONS FOR INDEPENDENT PROFESSIONAL SERVICES CONTRACTORS (Contract Terms)

- 8.1 **Standard Performance.** The Contractor shall give its best efforts to the performance of its undertakings under this contract, shall perform all services to be provided hereunder consistent with the highest standards of care, skill, and diligence, and shall employ sound, business-like, effective, and exemplary practices, all as applicable with respect to the professional management and operation of the Bevell Center. Such efforts, performance, and practices shall be applied so as to insure that the Bevell Center is operated and maintained as a top quality Center Center, as compared with those in operation at other colleges and universities of similar size and character, and so as to provide an optimum financial return to the University.
- 8.2 **Inspection.** The University, through its authorized representatives, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed by the Contractor.
- 8.3 **Assignment.** The Contractor may not assign, subcontract, or delegate performance of any of its rights or obligations under this Contract in whole or in part without first obtaining the prior written approval of the University. Any attempted assignment, subcontract, or delegation under this Contract shall be void and of no effect.
- 8.4 **Force Majeure.** The Contractor shall notify the University promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. Neither party shall not be liable for delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of God, governmental action, etc., but it will be liable for all other delay, including specifically that caused by its own fault or negligence.
- 8.5 **Access to Facilities.** The Contractor and its employees or agents shall have the right to use only those facilities of the University that are necessary to its performance of services under this Contract and shall have no right of access to any other facilities of the University. Sidewalks, entrances, passageways, stairways, and corridors shall not be obstructed by the Contractor or used for any purpose other than ingress and egress to and from the University's premises under the Contractor's control.
- 8.6 **Conduct on Premises.**
- (a) The Contractor agrees that all persons working for and on behalf of it whose duties bring them upon the University's premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University's officers.
 - (b) The Contractor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damage to property located on University premises caused by its employees and agents. Accordingly, the Contractor agrees to take all necessary measures to prevent such injury and damage. The Contractor shall promptly repair, to

the specifications of the University's Director, Building and Maintenance, any damage that it, or its employees or agents may cause to the University's premises or equipment. On the Contractor's failure to do so, the University may repair such damage and the Contractor shall reimburse the University promptly for the cost of repair.

- (c) The Contractor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Contractor will immediately notify the University's Associate Vice President for Auxiliary Services and thereafter furnish a full written report of such accident.

- 8.7 **Loss of Contractor's Property.** The University shall have no responsibility for the loss, theft, or mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the Contractor or its employees or agents.
- 8.8 **University Name – Limitations on Use.** The Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of the University's Associate Vice President for Auxiliary Services. However, the Contractor shall be allowed to include the University on its routine client list for matters of reference.
- 8.9 **Encumbrances.** The Contractor shall at all times keep the University free and clear from all encumbrances and liens asserted against or on account of it or its employees and/or agents, by any person, firm, or corporation for any reason whatsoever. If any such lien shall at any time be filed against the University's premises, and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the University may, but shall not be obligated to, discharge the same. All costs and expenses (including attorney's fees) incurred by the University in discharging the lien shall either be deducted from any payments due the Contractor or be paid by the Contractor directly to the University.
- 8.10 **Ethics Certification.** The Contractor hereby certifies that its entering into or performance of this Contract will not violate any provision of the Alabama Ethics Act.
- 8.11 **Interest of Contractor.** The Contractor covenants that it presently has not interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no such person having such interest shall be employed or engaged.
- 8.12 **Compliance with Law.** With respect to all activities carried out under this Contract and/or on University premises, The Contractor shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over such activities.
- 8.13 **Claims.** Any alleged claim against the University for breach of this Contract or any other liability must be submitted to the Board of Adjustment of the State of Alabama, the exclusive means provided by the law of the State of Alabama for bringing a claim against a state agency.
- 8.14 **Notices.** Any notice required under this Contract shall be in writing and shall be given by certified mail, return receipt requested, addressed as follows: if to the University to the attention of the Associate Vice President for Auxiliary Services, The University of Alabama in Huntsville, Huntsville, Alabama 35899; if to the Contractor, to the address shown on the Contract for Professional Service. The name and address to which mailings shall be made may be changed from time to time by a notice mailed as set forth above.

- 8.15 **Consent.** Wherever in this Contract the consent or approval of a party is required or permitted, such consent or approval shall be in writing and shall be executed by an officer or agent of the party duly authorized to take such action. If a party fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.
- 8.16 **Waiver.** The failure of any party to assert a right hereunder or to insist upon compliance with any term or condition of this Contract shall not constitute a waiver of that right, term, or condition nor excuse a similar subsequent failure to perform any such term or condition.
- 8.17 **Unenforceable Provision.** If any provision of this Contract, as applied to any party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this contract or the validity or enforceability of the Contract as a whole.
- 8.18 **Remedies.** All parties' remedies and rights contained in this Contract shall be cumulative and shall not be in limitation of any other right or remedy which the parties may have.
- 8.19 **Survival of Terms.** All covenants, representations, and warranties of the Contractor contained in this Contract shall survive the termination or expiration of this Contract whenever necessary to carry out the reasonably intended purpose thereof.
- 8.20 **Representation and Warranties.** The Contractor covenants that all action required on its part has been taken to authorize and empower it to enter into and perform this Contract and that it has and will continue to have throughout the term of this Contract the full right to perform its obligations hereunder. The Contractor further represents that there are no prior or existing contractual commitments that would prevent it from entering into this Contract or from conducting the activities and carrying out the duties and obligations provided for hereunder.
- 8.21 **Construction Rules.**
- (a) The captions and headings in this Contract are for purposes of convenience and reference only, and the words contained therein shall have no substantive effect and shall in no way be held to explain, modify, or amplify the meaning of the sections and provisions of this Contract to which they pertain.
 - (b) The words "shall," "will," and "agrees," as used herein are mandatory; the word "may" is permissive.
 - (c) Whenever the singular number is used herein, it shall, where appropriate, include the plural, and the neuter gender shall include the masculine and/or feminine.
 - (d) The language in all parts of this Contract shall in all cases be simply construed according to its fair meaning and not strictly for or against either party.
- 8.22 **Governing Law.** This Contract, and all matters or issues collateral to it, shall be governed by and construed in accordance with the law of the State of Alabama.

9.0 ADMINISTRATIVE REQUIREMENTS

- 9.1 **Non-Collusion.** Any agreement or collusion among contractors or prospective contractors in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the proposals of such contractors void. Each contractor certifies that he has not been a party to such an agreement by signing this request for proposal.

- 9.2 **Proposals are Public Record.** All proposals become a matter of public record at proposal award. The University accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.
- 9.3 **Disclosure Statement.** The successful contractor will be required to file with Procurement Services a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of a Contract for Professional Services by the University of Alabama in Huntsville.
- 9.4 **Bid Bond:** Proposals must be accompanied by a certified or cashier's check or bid bond in the amount not less than five percent (5%) of base proposal or not to exceed \$10,000.00.
- 9.5 **Performance Bond:** A Performance Bond in the full amount of the award will be required from the successful bidder within 10 working days from Notice of Award.

BEVILL CENTER BID
EVALUATION CRITERIA

This proposal will be awarded using the following criteria:

	POINTS
Financial Considerations	40
Commission Percentage of Net Income to University from Bevill Center	
Management Fee Recommendation for Bevill Center	
Other Financial Considerations	
Services	35
Marketing Strategies/Advertising/Promotional Plans	
Service Improvement Recommendations	
Operation Improvement Strategy/Training	
Corporate/Regional/Local Support	
Other Service Considerations	
Benefits Proposed	25
Capital Investment Opportunities	
Property Improvement Recommendations	
TOTAL	100

PROPOSAL FORM
REQUEST FOR PROPOSAL

I (WE), _____

OF _____

Address

City

OFFERS FOR FOOD SERVICE TO ENTER INTO A STRAIGHT PROFIT AND LOSS CONTRACT, ALONG WITH FINANCIAL RETURN ON NET SALES ON CATERING AND CONFERENCE SALES, CASH SALES, AND MEAL PLAN SALES. THESE FINANCIAL RETURN PERCENTAGES SHALL BE AS FOLLOWS:

FOR THE EXCLUSIVE RIGHT TO OPERATE THE UNIVERSITY FOOD SERVICE ON THE MAIN CAMPUS OF THE UNIVERSITY OF ALABAMA IN HUNTSVILLE OR OTHER DESIGNATED FACILITIES IN HUNTSVILLE, ALABAMA FOR A FIVE YEAR PERIOD BEGINNING _____. THIS PROPOSAL IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL. THE ATTACHED INFORMATION ADDRESSES THE SPECIFIC POINTS OF THE RFP, PROVIDES ADDITIONAL INFORMATION ABOUT THE CONTRACTOR, PROVIDES SUPPLEMENTARY PROPOSALS (IF ANY) AND GENERALLY PROVIDES INFORMATION BELIEVED TO ACQUAINT THE UNIVERSITY WITH THE CONTRACTOR.

BY: _____

Signature

Printed Name

Title

Company

Date

BUSINESS QUESTIONNAIRE

Company Profile

Legal Name of the Contractor _____

Address of Contractor's office that would provide service under the Agreement:

Number of Years in Business: _____

Number of Years in Food Service Business: _____

Number of Years in Food Service Business in Education Market: _____

Type of Organization: _____(corporation, partnership, individual)

If Contractor is a partnership, list the name of each partner (attach additional page if needed:)

Number of Employees: _____

Annual Sales Volume: _____

Name of Parent Corporation, if any _____

Is the company that you represent currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

Yes _____ No _____

Explain _____

Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with The University of Alabama in Huntsville.

Yes _____ No _____

Explain _____

Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

F.O.B. Point UAHUNTSVILLE DESTINATION	TERMS	WARRANTY
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL
BUSINESS CLASSIFICATION (see note below):	EMAIL ADDRESS:	

* Your company reference number, if applicable with this bid quotation.

NOTE: Please indicate your company classification in the appropriate box above: Small Business (**SB**), a Small Disadvantaged Business (**SD**), a Black Small Disadvantaged Business (**BD**), a Woman-Owned Small Business (**WB**), a Woman-Owned Small Disadvantaged Business (**WD**), a Black Woman-Owned Small Disadvantaged Business (**BW**), a Large Business (**LB**), an Individual (**IN**), Educational (**ED**), Non-Profit (**NP**), a Labor Surplus Area Concern (**LS**), Disabled Veteran-Owned Small Business (**DV**), Veteran-Owned Small Business (**VS**), Historically Underutilized Business Zone (**UZ**), or a Governmental Agency (**GV**).

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SIGNATURE

DATE

The University of Alabama in Huntsville prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 sub-part b.

The University of Alabama in Huntsville will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Getting Started” for information about the program, requirements, and enrollment process.
- Click “Enroll in E-Verify” and begin enrollment process.
- When enrollment process is complete, click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the [E-Verify Quick Reference Guide](#).

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.



CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of _____ (Company)
certifies to the Board of Trustees of the University of Alabama that the Company is not located in
Alabama and that the Company does not employ an individual or individuals within the State of
Alabama.

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

**DISCLOSURE STATEMENT OF
RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND
EMPLOYEES/OFFICIALS OF UA/UAB/UAHuntsville/UAS
(THE "UNIVERSITY OF ALABAMA SYSTEM")**

1. Contract # Proposal P00101.RV01

2. Name of Contractor/Grantee _____

Address _____

Phone _____

3. Nature of contract/grant
Management of the Bevill Center _____

4. Does the contractor/grantee have any relationship with an employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract/grant? If so, please state the names, relationships, and nature of the benefit.

(For employees of the University, family members include spouse and dependants. For members of the Board of Trustees (officials), family members include spouse, dependants, adult children or their spouses, parents, in-laws, siblings, and their spouses.)

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

This disclosure form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

Signature of Authorized Agent

Date

This form must be completed and returned before any contract(s) will be issued by the University.