

REQUEST FOR PROPOSAL AND SPECIFICATIONS

FOR

**SECH CABLE SERVICES
(P00114)**

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

PROPOSALS TO BE RECEIVED UNTIL: APRIL 3, 2018 @ 1:30

And Delivered To:

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

**Stacey Williams, Procurement Officer I
Procurement Services
snw0016@uah.edu**

Request for Proposals P00114

Purpose

The University of Alabama in Huntsville's South East Campus Housing (SECH), as well as buildings under the entire UA system, (University of Alabama Tuscaloosa, UAB, and UAB Health system, etcetera) is seeking proposals for cable services for the aforementioned buildings.

Event Dates

In order to be considered for selection, vendors must submit a complete response to this Request for Proposal. One original and one copy of each proposal must be submitted to the University. No other distribution of the proposals shall be made by the vendor

Proposals may be amended or withdrawn by the party(s) submitting such proposal by his/her authorized representative, up until the scheduled opening time. No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60) days.

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.

All sealed proposals shall be returned to the University of Alabama in Huntsville, Procurement Services prior to **1:30 P.M. on April 3, 2018**. All Requests for Proposals must be furnished to Stacey Williams in Procurement Services, Business Services Building, located on John Wright Drive, The University of Alabama in Huntsville, Huntsville, Alabama 35899. Proposals may be express mailed to the University of Alabama in Huntsville, Procurement Services, 301 Sparkman Drive, and Proposal No. P00114, Huntsville, AL 35899.

Each proposal submitted will be stamped with the time and date of receipt. Any proposal received after 1:30 P.M. will not be considered for an award of a contract.

All questions pertaining to this Request for Proposal should be addressed to Stacey Williams, Procurement Officer I, Procurement Services, via email at snw0016@uah.edu.

Revisions to the Request for Proposal

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, written revisions will be posted by Procurement Services on our website at <http://www.uah.edu/admin/bussvs/bids.htm>. Scroll down and click on the proposal addendum.

The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

“Any contract resulting from this request will be made available to other eligible entities. This may include but it not limited to; The University of Alabama System, comprised of the University of Alabama; the UAB Enterprise, consisting of the University of Alabama in Birmingham, the UAB Health System and their related foundations and affiliates, and The University of Alabama, Tuscaloosa, AL; and other state entities. Contracts resulting from the award of this request cover shipments by any entity listed above. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.

The thrust of the contract is to obtain greater volume price discounts by combing the volume of purchases from participating entities within the State of Alabama.”

Ownership of Material

Ownership of all data, material, and documentation originated and prepared for the University pursuant to the Request for Proposal shall belong exclusively to the University.

Proposal Preparation

Proposals shall be signed by an authorized representative of the Vendor. All information requested must be submitted. Failure to comply will result in rejection of this proposal.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor(s) capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be completeness and clarity of content.

Each copy of the proposal should be bound in a single volume. All documentation submitted with the proposal should be bound in or attached to that single documentation.

Award of Contract

The vendor deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the cost and submittal information. Post proposal negotiations may be conducted with any or all vendors including an on-site visit. After evaluations are complete, an award may be made within a ten (10) day period after proposals have been opened. The University shall select and notify that vendor which has in the University's opinion made the best proposal. There is no guarantee an award will be made if it is determined to be in the best interest of the University.

To determine the overall best proposal, the University will utilize an evaluation tool known as the Evaluation Criteria. A list of criteria consisting of percent mark-up, policies, service will be given a weighted numerical value. Each proposal received will be graded for their response to that requirement, and given a numerical score based on the maximum assigned value. These scores will be combined and considered the overall best response, and assuming all other requirements are met, may be awarded the contract.

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.

Modifications, additions or changes to the terms and conditions of this solicitation may be a cause for rejection of your proposal; however, UAH reserves the right to decide, on a case by case basis, in its sole direction, whether or not to reject such a proposal as non-responsive.

Proposals are evaluated and award decisions are made in the best overall interest of the University of Alabama in Huntsville. The University reserves the right to reject any and all proposals in whole or in part and to waive any informality in the proposal.

The successful vendor will be required to execute a contract in conformance with the provisions of this Request for Proposals. During the period of the contract, no changes will be permitted in any of the conditions and specifications unless the vendor receives written approval from the University.

After the opening of this proposal, the results will not be available to vendors until after an award is made. Tabulations can be reviewed by accessing Procurement Services website at <http://www.uah.edu/business-services/vendors/bid-awards>. Scroll down and click on the proposal number.

As part of the evaluation process, the University of Alabama in Huntsville may schedule in-person presentations. Those vendors will be contacted to schedule presentations.

Fiscal Funding Clause

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Governing Laws

This Contract, and all matters or issues collateral to it, shall be governed by and construed in accordance with the laws of the State of Alabama.

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.



March 8, 2018

TO:

RE: Request for Proposals- UAH Housing & Residence Life Cable Services
The University of Alabama in Huntsville
Proposal No. P00114

The University of Alabama in Huntsville is seeking proposals from qualified companies to provide quality high definition cable television services.

Sealed proposals will be received subject to the Conditions cited herein until 1:30 P.M. on Tuesday, **April 3, 2018**. All Requests for Proposals must be furnished to Stacey Williams in Procurement Services, Business Services Building (John Wright Drive), The University of Alabama in Huntsville, Huntsville, Alabama 35899. Proposals may be express mailed to Procurement Services/Proposal P00114, Business Services Building, The University of Alabama in Huntsville, 301 Sparkman Drive, Huntsville, AL 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.

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, revisions will be posted in writing by Procurement Services on our website <http://www.uah.edu/business-services/vendors/bid-opportunities>. The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal due date impractical.

In order to be considered for selection, vendors must submit a complete response to this request for proposal. One original and one (1) copy of each proposal along with an electronic version via a USB drive, 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.

All questions pertaining to this Request for Proposal should be addressed to Stacey Williams via email: snw0016@uah.edu subject: (UAH Housing & Residence Life Cable Services-P00114)

Sincerely,

Stacey Williams
Procurement Officer I
Procurement Services

INTRODUCTION

The University of Alabama in Huntsville is seeking proposals from qualified companies to provide quality high definition cable television services for 2,733 outlets, in the manner described herein, Central Campus 523 outlets, Charger Village 537 outlets, Charger Village expansion 526 outlets, Frank Franz 316 outlets, Fraternity/Sorority 65 outlets, North Campus 375 outlets, and Southeast Campus 391. These numbers include the addition of service to the expansion of Charger Village. For the purpose of this Request for Proposals (RFP); the term "Quality Cable Television Service" means cable service consistent with industry standards including signal strength, reception quality, and continuity of service which meets or exceeds signal levels of ODB to 10 DB, with maximum difference between adjacent video carriers 3DB, and a maximum difference between any carriers 12DB, with optimum level, customs, and practices.

Any data supplied with the RFP or any meeting providing information regarding the number of participants of the cable system, the number of residents, and similar such information is expressly hereby noted to be an estimated figure as of a certain date for the general guidance of vendor and is not intended to be specific and accurate as to detail. It is the vendor's responsibility to ascertain the physical and technical properties of this activity.

1.0 SCOPE OF SERVICES REQUIRED

- 1.1 The University intends to receive and evaluate proposals in order to execute an exclusive cable television agreement covering those cable television outlets included herein.
- 1.2 Term: The initial term of the contract shall commence upon the date of its execution and shall continue for an initial term of five (5) years. This Agreement shall be automatically renewed for 5 successive one-year renewal periods unless terminated by either party giving the other party notice of termination in writing at least ninety (90) days in advance of the end of the initial or any renewal term. The compensation payable by Owner to Operator during any renewal period shall be the same as that payable during the initial term unless the parties shall agree to the contrary in writing in advance of that renewal.
- 1.3 Vendors must provide a timeline for system design and configuration, equipment delivery, cable installation, testing, and energizing. The installation process shall not begin any earlier than May 7th and must be completed with the system being energized prior to July 18th. The vendor shall incur penalties for work that is not completed on schedule.
- 1.4 The proposed system will be a state-of-the-art satellite based system that offers up to the maximum channels of programming and will consist of a satellite location and a fully digital electronic head-end consisting of all required components for the reception, processing, and distribution of high quality video signals, utilizing existing inside and outside cable plant, or vendor will install cable if necessary.
- 1.5 A "homerun" distribution system is to be utilized in these facilities. Therefore, upon entering the facility the coaxial cable will extend from the underground pedestal or aerial drop to a specified distribution location contained in a lock box or wiring closet where it will then be distributed to individual rooms meeting all industry standards in terms of signal level and reception quality.
- 1.6 The channel line-up will consist of at least the maximum Expanded Basic channels, which will include entertainment, and educational channels, 4 interactive channels, and a block of five (5) dedicated channels for use by the University. Vendors must include in the proposal a copy of their Expanded Basic channel lineup.

- 1.7 Vendor will completely install, operate, and maintain a state-of-the-art cable television system for The University of Alabama in Huntsville.

The University will be able to customize the channel programming by selecting a preferred channel line-up from a wide selection of programming as well as incorporating independent programming. The University will be able to change, alter, or modify the programming at any time during the term of the agreement with the successful vendor.

- 1.8 System must provide interactive capabilities. The system's bi-directional transmitting ability allows for video and audio programming to be sent and received over the same infrastructure. Vendor will supply necessary signal processing equipment or inter-face to The University of Alabama in Huntsville owned for the four (4) interactive channels. The remote transmission equipment for the interactive channels will be such that it is portable and frequency agile to enable program origination from various locations. The University will be responsible for providing input composite video and line audio signals consistent with industry standards for connection to vendor supplied transmission equipment for remote program origination.

2.0 ***VENDOR REQUIREMENTS***

- 2.1 Vendor will retain ownership of all electronics and reception equipment.
- 2.2 Vendor will provide a comprehensive technical and maintenance service.
- 2.3 Vendor will provide a problem resolution structure to quickly resolve any questions of responsibility or rights.
- 2.4 The vendor will provide the opportunity for students to sign up for premium channels. The students must have a way to sign up for new service or add on channels with the vendor directly.
- 2.5 All associated costs including permits, licenses, materials, and labor required to design and build the cable system will be the responsibility of the vendor as well as all cable and system maintenance cost during the term of the contract.
- 2.6 The vendor must furnish certification of authority to conduct business in the State of Alabama as a condition of contract award.
- 2.7 Vendor will provide a 24 hour, 7 day a week, direct contact for customer service.
 - 2.7.1 Mean time for on-site building wide repairs should be 2 hours, with a \$500 per hour penalty for non-compliance.

3.0 ***REQUIRED SYSTEM SPECIFICATION***

- 3.1 Vendor design and construction will meet or exceed all FCC technical standards and requirements.
- 3.2 All cable wiring will be RG6.

- 3.3 The head-end receiving equipment will consist of state-of-the-art electronic components (digital satellite receivers, 60-DB modulators, and off-air processors), Scientific Atlanta, Blonder Tongue, or equivalents.
- 3.4 4-T Channels for use by The University of Alabama in Huntsville.
- 3.5 An advanced cable control system to eliminate the need for converter boxes with cable ready television, that will provide high definition service for all drops To be implemented over a period of time between Summer 2018 and Summer 2019
 - 3.5.1 High definition be implemented over Summer 2018 and Summer 2019
- 3.6 Ability to expand the system for any future residence halls built and open during course of contract.

4.0 PROCUREMENT PROCESS

- 4.1 Request for Proposals (RFP) is issued to prospective Vendors.
- 4.2 A mandatory ***campus visit at the Housing & Residence Life Office (CGV 118)*** on Thursday, **March 22, 2018**, from 10:30 a.m. until approximately 12:00 noon. Vendor representatives are asked to assemble for the tour in the parking lot adjacent to Charger Park (baseball field). After the campus tour, a question and answer session will be held in the Housing & Residence Life Office. Please notify Stacey Williams (256) 824-6492 no later than Wednesday, March 21st with the names of the individuals who will be attending the on-site visit. Please refer to the UAH Website for directions to the meeting location. This site visit is ***required*** to acquaint the vendor with the University's campus layout and existing cable TV system. All vendors desiring to submit proposals in response to this Request for Proposal are required to attend this site visit.
- 4.3 Proposals including ***one original and one copy, along with an electronic version via a USB drive***, will be received from each vendor in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. The vendor shall make no other distribution of the proposals.
- 4.4 All proposals must be received by the issuing agency no later than the date and time specified on the cover sheet of the RFP.
- 4.5 At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the vendor and costs will be announced.

Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a vendor's pricing position.
- 4.6 Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the vendor and its staff, and cost. Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation factors set forth in the solicitation. Price, although a consideration, will not be the sole

determining factor. The University will review all accepted proposals with particular emphasis on the following criteria which is not listed in a particular ranking order:

- A. Ability to render satisfactory service, in the instance, particularly projected finalization time of system project from award to completion.
- B. Service aspect of proposal.
- C. Dedicated customer support.
- D. Base "RFP" price to the University.
- E. Vendor's previous record of performance and service (via references provided with proposal), including available local support and response time, variety and depth of service available, and experience in the industry.
- F. Warranty of the completed system, including, but not limited to: quality and readability of Vendor's system performance, speed, user-friendliness, and back-up systems.
- G. Conformance to required contract provisions, including, but not limited to: quality and reliability of Vendor's system performance, speed, user-friendliness, and back-up systems.
- H. Availability of representative to the University for discussion and consultation.
- I. Service philosophy, particularly cooperation with University representatives.
- J. Company size, proof of financial stability, industry stability, and understanding and commitment to the issues and needs of The University of Alabama in Huntsville, and specifically the residential housing marketplace.
- K. System architecture, design, etc. including: features offered and flexibility; utilization of industry standards; the ability of the proposed system to easily expand; compatibility/ease of integration from current system and equipment.
- L. Other considerations or enhancements offered by Vendor.

Award of a contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to The University of Alabama in Huntsville.

Vendors must be aware that this is a request for offers, not a request to contract, and the University of Alabama in Huntsville reserves the right to reject any and all proposals when such rejection is deemed to be in its best interest.

- 4.7 The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this proposal. The RFP is designed to provide interested vendors with sufficient basic information to submit proposals meeting minimum requirements. Vendors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any proposal and to waive informalities in the evaluation and award phases.

- 4.8 Purchasing Services of The University of Alabama in Huntsville is the issuing office for this document and all subsequent addenda relating to it. The proposal number assigned on the cover sheet of this package must be referred to on all proposals, correspondence, and documentation relating to the RFP. Any questions concerning this request for proposal should be directed to Stacey Williams, Purchasing Services, phone 256-824-6492, fax 256-824-6151.
- 4.9 The University of Alabama in Huntsville may award a contract based on initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service available.
- 4.10 The Purchasing Department of the University is the only agency authorized to award a contract for the proposed purchases. All pertinent State of Alabama purchasing codes and University policies and procedures apply.
- 4.11 The University through its designated agents and representatives will be the sole determining judge of whether services rendered under the contract satisfy the requirements as identified in the contract order.
- 4.12 The University of Alabama in Huntsville is exempt from sales and excise taxes. Exemption certification information appears on all purchase orders issued by the University. Such taxes shall not be included in quoted prices. However, if the vendor believes any taxes apply, they shall be shown separately. If not so shown, they shall be considered an expense of the vendor.
- 4.13 The successful vendor, at its sole cost and expense, shall assume all liability for and agrees to indemnify and hold harmless The University of Alabama in Huntsville, its officers, employees, and agents, from and against any and all claims by or on behalf of any person, firm, corporation, or governmental authority arising out of, attributable to, or in connection with any services, activities, operations, or obligations provided for, undertaken, delivered, performed, or otherwise conducted pursuant to or in accordance with this RFP, vendor's response thereto, and/or any subsequent agreement including, without limitation, any and all claims for injury or death to persons or damage to property. Vendor also covenants and agrees, at its sole cost, to save harmless the University and the University's trustees, officers, employees, and agents from and against all costs, counsel fees, expense, and liabilities incurred in connection with any such claim and any action brought thereon, and in case any action or proceeding is brought against the University or any of its trustees, officers, employees, or agents, by reason of such claim, vendor upon notice from the University will resist and defend such action or proceeding by qualified counsel.
- 4.14 **Non-Collusion:** Any agreement or collusion among vendors or prospective vendors 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 vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this Request for Proposal.
- 4.15 **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.
- 4.16 **Disclosure Statement:** The successful vendor will be required to file with Purchasing Services a disclosure statement of relationship between vendors/grantees and employees/officials of the University. This form must be completed prior to issuance

- Letter of Transmittal
- Executive Summary
- Corporate Background and Experience
- Project Staffing and Organization
- Technical Approach
- Cost Proposal
- Financial Reports
- Vendor's Standard Form of Agreement, if applicable
- Additional information as required

5.1 **Letter of Transmittal:** The letter of transmittal shall consist of the proposal cover letter highlighting the contents of this proposal, and bearing the authorized representative's signature. It should include an introduction of the vendor's company, the name, address, telephone number, and fax number of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP. Any other information not appropriately contained in the proposal itself should also be included in the letter.

5.2 **Executive Summary:** An executive summary will briefly describe the vendor's approach and clearly indicate any options, alternatives, or enhancements being proposed. It should also indicate any major requirements that cannot be met by the vendor. The University of Alabama in Huntsville will assume full compliance with all specifications herein if no exception is taken. Any award made by the University hereunder shall bind the vendor to the terms, conditions, and specifications set forth in this Request for Proposal. *Vendors whose proposals do not conform to said terms, conditions, and specifications should so note in their response to this section.* No exceptions will be considered to have been taken by a vendor unless it is properly set out as provided above.

5.3 **Corporate Background and Experience:** This section shall include background information on the organization and should give details of experience with

similar projects. A list of three references (including contact persons and telephone numbers) for whom similar work has been performed shall be included.

5.4 **Project Organization:** This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project.

The vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes, citing experience with similar projects, and the responsibilities to be assigned to each person.

5.5 **Technical Approach:** This section shall include, in narrative, outline, and/or graph form the vendor's approach to accomplishing the tasks outlined in the Scope of Services Required, Section 1.0, of this RFP. The vendor must demonstrate their ability to meet all specifications as outlined in the Scope of Services Required, Section 1.0, Vendor Requirements, Section 2.0, and Required System Specifications, Section 3.0. A description of each task and the schedule for accomplishing each shall be included.

5.6 **Cost Proposal:** The Cost Proposal must be submitted on the "COST PROPOSAL SHEET" with all required information provided.

5.7 **Financial Reports:** Furnish a current audited financial report for the company's most recent fiscal year.

5.8 **Vendor's Standard Form of Agreement:** If the University will be required to sign the vendor's standard form of agreement, it MUST be submitted with your proposal for review by University Legal Counsel. Proposals

that are contingent upon the University's acceptance of the vendor's terms and conditions may be at a competitive disadvantage in the evaluation process. Further, if the University cannot accept the vendor's terms and conditions, the University may reject such proposals as non-responsive. If vendor's terms are revised by the successful vendor *after* the University has awarded any resulting contract, and the University cannot accept the terms as altered, the University reserves the right to revoke and cancel the contract by written notice to the successful vendor within sixty (60) days of becoming aware of such revision.

5.9 Evaluation Criteria

This proposal will be awarded using the following criteria:

POINTS

<i>Cost</i>	<i>15</i>
<i>Past Performance/Experience with similar projects/References</i>	<i>25</i>
<i>Completeness and compliance with the requirements of the RFP</i>	<i>10</i>
<i>Service and customer support access</i>	<i>30</i>
<i>Ability to complete project on time</i>	<i>20</i>
<i>TOTAL:</i>	<i>100</i>

6.0 Cost Proposal

Quote price on 2,733 outlets:

	<u>Per Outlet</u>
2,733 Outlets	\$ _____ per month
Total Bill	\$ _____ per month

7.0 EXECUTION OF PROPOSAL

By submitting this proposal, the potential Vendor certifies the following:

1. This proposal is signed by an authorized representative of the firm.

2. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

3. All labor costs, direct and indirect, have been determined and included in the proposed cost.

4. The potential vendor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.

Therefore in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 120 days from the date of the opening, to furnish the subject services.

VENDOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____

(Signature)

(Typed or printed name)

(Date)

GENERAL INFORMATION ON SUBMITTING PROPOSALS

- 8.1 **Exceptions:** Any exception taken to **ANY** portion of this Request for Proposals must be so stated on the proposal response sheets or The University of Alabama in Huntsville will assume compliance with all requirements as stated. The successful vendor will be responsible and accountable for providing those items as specified in its proposal response.
- 8.2 **Competitive Offer:** The signer of any proposal submitted in response to this RFP certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or Alabama antitrust laws.
- 8.3 **Oral Explanations:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- 8.4 **Reference To Other Data:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
- 8.5 **Elaborate Proposals:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- 8.6 **Cost For Proposal Preparation:** Any costs incurred by vendor in preparing or submitting proposals are the vendors' sole responsibility; The University of Alabama in Huntsville will not reimburse any vendor for any costs incurred prior to award.
- 8.7 **Time For Acceptance:** Each proposal shall state that it is a firm offer which may be accepted within a period of 120 days. Although the contract is expected to be awarded prior to that time, the 120 day period is requested to allow for unforeseen delays.
- 8.8 **Titles:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

- 8.9 **Right To Submitted Material:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendor shall become the property of the University when received.
- 8.10 **Vendor's Representative:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- 8.11 **Subcontracting:** Vendor may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

9. CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)

- 9.1 **Governing Law:** This contract is made under and shall be governed and construed in accordance with the laws of the State of Alabama.
- 9.2 **Situs:** The place of this contract, its situs and forum, shall be Alabama, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
- 9.3 **Independent Vendor:** Vendor shall be considered to be an independent vendor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with The University of Alabama in Huntsville.

9.4 **Key Personnel:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Vendor's proposal.

9.5 **Performance And Default:** If, through any cause, the Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the University, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Vendor shall not be relieved of liability to the University of Alabama in Huntsville for damages sustained by the University by virtue of any breach of this agreement, and the Agency may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

In case of default by the Vendor, The University of Alabama in Huntsville may procure the services from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The University reserves the right to require performance bond or other acceptable alternative guarantees from successful vendor without expense to the University.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Vendor, the University may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 9.6 **Termination:** If either party shall be in material breach of a provision of this Agreement and such breach shall not be cured within sixty (60) days after receipt of written notice thereof, then, in addition to all other remedies available to it, the non-breaching party may elect to terminate this Agreement. Notwithstanding the foregoing, neither party shall be considered to have breached a provision hereof if performance is prevented or delayed by Act of God or other circumstance beyond a party's reasonable control.
- 9.7 **Contract Rights Upon Termination:** In the event of a termination of this Agreement by Owner as provided in Section 9. above or Section 9. below, in addition to any requirements imposed by applicable law or FCC regulation, Operator shall have at least ninety (90) days from the date of termination to remove and/or sell and transfer all or part of the System. Both during and after the term of this Agreement, the System, defined as all equipment installed at the Property by Operator or its agents, including without limitation inside and homerun wiring, shall be an remain the sole property Operator. The System, including without limitation, all wiring shall not become or be considered a fixture of the Property upon which, or in which, it is located. In no event shall the System be considered abandoned unless Operator provides written notice of intent to abandon the System to Owner.
- 9.8 **Additional Termination Rights:** Operator may terminate this Agreement at any time by notice to Owner without further liability, if any of Operator's permits or other approvals required from any governmental authority or any licenses required from any third party to operate its System is canceled, expires, or is withdrawn or terminated without fault on the part of the Operator, or if Owner fails to have authority to enter in this Agreement. Upon such termination, Owner shall be paid any amounts owed by Operator as of the date of termination; however, Operator will be relieved of all other obligations under this Agreement.
- 9.9 **Failure of Appropriations:** The Owner believes that funds can be obtained sufficient to pay all monies due during the Agreement Term and hereby covenants that it will use its best efforts to pay such monies. It is the Owner's intent to pay monies due for the full Agreement Term if funds are legally available therefor. If no funds or insufficient funds are appropriated and budgeted in any fiscal period for monies due under this Agreement, then the Owner will immediately notify the Operator or its assigns of such

occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Owner of any kind whatsoever, except as to the portions of monies herein agreed upon for which funds shall have been appropriated and budgeted.

9.10 **Availability Of Funds:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to The University of Alabama in Huntsville for the purpose set forth in this agreement.

9.11 **Care Of Property:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse The University of Alabama in Huntsville for loss of damage of such property.

9.12 **Assignment:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the University may:

- a. Forward the contractor's payment check(s) directly to any person or entity designated by the Vendor, or
- b. Include any person or entity designated by the Vendor as a joint payee on the Vendor's payment check(s).

In no event shall such approval and action obligate the University to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all contract obligations.

9.13 **Compliance With Laws:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies

having jurisdiction and/or authority.

- 9.14 **Nondiscrimination:** Operator 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 Agreement, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, disability, or handicap. The equal opportunity clauses required under Executive Order 11246 and regulations issued thereunder are made a part of this Agreement by reference.
- 9.15 **Insurance:** Vendor shall obtain, pay for, and keep in force for the duration of the contract the following minimum insurance and shall furnish to The University of Alabama in Huntsville certificates evidencing that such insurance is in effect naming the University as an additional insured and providing that the carrier shall give the Vendor and the University at least 10 days written notice of any material change in or cancellation of such insurance. All insurance coverage shall be obtained from a company duly licensed to do business in the State of Alabama and countersigned by a licensed resident agent. The University is exempt from paying, and is in no way liable for paying, any sums of money which may represent a deductible in any vendor's insurance policy. The payment of such deductible is the sole responsibility of the vendor obtaining the insurance.
- a. Workers' Compensation Insurance, required by the laws of Alabama, covering all of the Vendor's employees engaged in any work hereunder and, in case any work is sublet, the vendor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Vendor's insurance.
 - b. Bodily Injury Liability
 - Each Person: \$250,000. Each Occurrence: \$500,000.
 - c. Property Damage
 - Each occurrence: \$500,000.
 - d. Auto Public Liability Insurance
 - Bodily Injury: \$1,000,000
 - e. Umbrella or Excess Liability: \$2,000,000
- 9.16 **Advertising:** The vendor shall not use the award of a contract as part of Any news release or commercial advertising.
- 9.17 **Entire Agreement:** This proposal and any documents incorporated specifically By reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the vendor's proposal are incorporated herein by Reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

9.18 **Amendments:** This proposal may be amended only by written amendments duly executed by The University of Alabama in Huntsville and the Vendor

General Terms and Conditions for This Contract

Hold Harmless Clause

The vendor must agree "To hold harmless" the State of Alabama, Board of Trustees of the University of Alabama System, and employees of the University of Alabama in Huntsville, against claims arising out of the actions of any person in the use or administration of this program.

Permits, License, Taxes and Certificate of Authority

The Vendor 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.

The vendor must include with their proposal a certification of authority to conduct business in the State of Alabama.

The vendor shall be responsible for and pay when due any and all taxes and assessments arising out of the operation including, but not limited to, payroll taxes (including/all deductions of employees) and income taxes.

The vendor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

Applicable Law

It is agreed this proposal is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Vendor represents and warrants that all article and services covered by this proposal meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this proposal.

The vendor 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 the Executive Order 11246 date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964" and regulations issued thereunder are made a part of this Contract by reference.

Contract Cancellation

If the vendor fails to fulfill its contract obligations, the University may give the vendor written notice of its failure to perform, and if the vendor fails to correct the default within thirty (30) days, the University, by written notice, may terminate the contact after an additional thirty (30) days.

Assignment

No contract may be assigned; sublet or transferred without the written consent of the University.

Insurance Obligations Including Worker's Compensation and Comprehensive General Liability

The vendor 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; and (b) public liability insurance in the amount of \$1 million. The contractor shall provide annually a Certificate of Insurance to the University with respect to foregoing coverages.

University Name-Limitations on Use

The vendor 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 Vice President for Finance and Administration. However, the vendor shall be allowed to include the University on its routine client list for matters of reference.

Non-Collusion

Any agreement or collusion among vendors or prospective vendors 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 vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request for proposal.

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.

Disclosure Statement

Vendors are required to file with Procurement Services a disclosure state of relationship between contractors/grantees and employees/officials of the University. This form must be completed and included in proposal response.

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	TERMS	WARRANTY
UAH DESTINATION		
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



THE UNIVERSITY of
ALABAMA SYSTEM

VENDOR DISCLOSURE STATEMENT

In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed for all contracts, such as proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted (“Agreements”). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

Definitions

For the purposes of this form, the following terms shall have the following meanings:

- **“Agreement.”** Any agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by you.
- **“Family Member.”** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse’s parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **“Public Official.”** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- **“Relationship.”** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under [Board Rule 106](#).
- **“UAS.”** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **“You.”** Includes, (1) the entity or individual who would be a party to the Agreement, (2) any partner, division or related business, (3) any member of your immediate family or any individual employed by You (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. Name of Entity or Individual Completing this Form (proposed contracting party)

Entity Name:

Individual Name:

Title:

Address Line 1:

Address Line 2:

City, State, Zip: Telephone:

2. UAS Entity with which you propose an Agreement? (i.e. University, College, Department, etc.)

[Redacted]

3. Describe the proposed Agreement:

Goods and services to be provided:
Grant or proposal number (if applicable):
Amount or anticipated amount:
Term:

Is the proposed Agreement the result of a competitive or bid process? Yes No

4. Have "You" (See definition above) previously provided goods and/ or services to UAS within the current or last fiscal year?

Yes No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or
Services: Campus and Department:
Type of Goods/Services:
Amount Received:

Entity Providing Goods or
Services: Campus and Department:
Type of Goods/Services:
Amount Received:

If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.

5. Did the amount of goods and/or services identified in response to Question 4 total \$1,000,000 or more?

Yes No

6. Do you have a relationship with a UAS employee, UAS Trustee, or Public Official who may directly or indirectly receive any benefit from the proposed Agreement or whose family member may directly or indirectly benefit?

Yes No

If yes, please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position

held: Nature of relationship:

Potential Benefit:

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position

held: Nature of relationship:

Potential Benefit:

If you need to provide further information regarding UAS employees, Trustees, or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.

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7. Have any paid consultants and/or lobbyists assisted in obtaining the proposed Agreement?

Yes No

If yes, please provide the following information for each consultant or lobbyist.

Name:

Address:

Name:

Address:

If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.

8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify that no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

Signature Date _____