

ALABAMA A&M UNIVERSITY

## FACILITIES SERVICES

Room 305 Patton Hall 4900 Meridian St. Normal, Alabama 35762 ☐ Phone (256) 372-8211  
(This proposal will not be accepted electronically or by facsimile. All proposals must be delivered to the above address.)

# REQUEST FOR PROPOSAL

(NOT AN ORDER)

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all bids. If substitutions are offered, give full particulars. This proposal must be submitted no later than **April 16, 2020 @ 2:00 PM, CST**

The Alabama A&M University reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in the best interest of the University

### Proposal for Waste Collection Services

Alabama A&M University (AAMU) invites the submission of Proposals for the provision of the services described above (“Proposals”) in accordance with the specifications enclosed herewith.

Proposals **MUST** be received by AAMU by the due date and time set forth above. Questions regarding submission of Proposals may be directed to AAMU via email @ [brian.shipp@aamu.edu](mailto:brian.shipp@aamu.edu)

**ISSUED BY: Brian Shipp**

**RFP# 02--2020**

We propose to furnish the item(s) listed below at prices quoted and guarantee safe delivery **F.O.B. delivered** and as specified. These prices are submitted with a declaration that no Alabama A&M University employee has a financial or beneficial interest in this transaction.

**INVOICES WILL BE PAID ACCORDING TO TERMS BID**

**TIME REQUIRED FOR DELIVERY \_\_\_\_\_ DAYS**

**TERMS \_\_\_\_\_**

\_\_\_\_\_  
**NAME OF FIRM**

**PHONE \_\_\_\_\_ FAX# \_\_\_\_\_**

\_\_\_\_\_  
**ADDRESS**

**E-MAIL ADDRESS \_\_\_\_\_**

**CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_**

\_\_\_\_\_  
**PRINT AUTHORIZED REPRESENTATIVE NAME**

**\_\_\_\_\_  
CHECK HERE IF YOU ATTACHED A COPY OF A VALID LICENSE.**

“Alabama A&M University does not discriminate in its programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age.”

Alabama A&M University  
Room 305 Patton Hall  
4900 Meridian Street  
Normal, AL 35762

## **REQUEST FOR PROPOSAL**

**SUBJECT: Waste Collection Services**

**DATE: February 11, 2020**

**PROPOSAL DUE DATE: April 16, 2020**

**PROPOSAL DUE TIME: 2:00 P.M.CST**

Alabama A&M University (AAMU) invites the submission of Proposals for the provision of the services described above (“Proposals”) in accordance with the specifications enclosed herewith.

Proposals **MUST** be received by AAMU by the due date and time set forth above. Questions regarding submission of Proposals may be directed to AAMU via email to [brian.shipp@aamu.edu](mailto:brian.shipp@aamu.edu).

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## **SECTION A - ANNOUNCEMENT**

# ANNOUNCEMENT

## Request for Proposals: Waste Collection Services

With this request for proposal (this “RFP”), the Alabama A&M University (AAMU) hereby solicits submissions of written proposals (“Proposals”), on a competitive basis, from qualified companies (“Respondents”) to provide for AAMU the services described herein, all in accordance with the terms and conditions detailed herein. *In particular, the services sought by AAMU will require the Respondent to:*

Provide pick-up various days per week Monday through Saturday and remove all waste in the refuse containers located at the facilities listed in attached Exhibit “A”. Provide pick-up seven (7) days a week Monday through Sunday and remove all waste in the refuse containers located at the facilities listed in attached Exhibit “A”. Must provide to AAMU office of Operations a bi-weekly, a daily and hourly schedule of collections by locations. All changes or deviations in the regular scheduled pick-ups must be timely reported to Operations. Must provide a standard time for pickup before 7:00 a.m. Must be able to provide relocation or delivery of containers within two (2) days of the University’s request in writing or call in.

The effective start date will begin approximately July 1, 2020 at all Campus and building locations for the 2020-2025 year as per the attached Exhibit “A”.

*Required in RFP, the respondents are to provide a copy of current licenses and proof of insurance with each proposal.*

Alabama A&M University reserves the right to reject or accept any or all documents submitted. Alabama A&M University shall have the right to consider factors other than the proposal response in awarding a contract. Alabama A&M University reserves at its sole discretion, the right to award this contract as deemed to be in the best interests of AAMU.

*Respondents are required to include a copy of provided standard contract, modified as deemed necessary for this RFP. This contract will be considered only as a sample. Alabama A&M University reserves the right to modify or reject the additions or deletions sample contract in the event the Respondent is selected.*

(All of such services are referred to herein as the “Services”). More information about the requirements pertaining to the Services is set forth in Section B of this RFP.

### Program Goals

Identify opportunities to reduce cost and remove waste quantities disposed through technical expertise, process discipline, best industry practices, new technologies, metrics and industry talent. Use of an intelligent tracking system may be required.

## Objectives

The purpose of this RFP is to obtain a Waste Collection Services to haul generated wastes at University Facilities to approved landfills.

AAMUs' objectives are to decrease waste collections operation expenditures.

## Submission of Proposals

Proposals will be accepted until **2:00 P.M. on April 16, 2020. PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.** One (1) original, one (1) USB (with Proposal formatted into a single pdf file), and ten (10) copies of your Proposal must be submitted. AAMU expects to award a contract to the successful contractor not later than **June 2020. AAMU RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF AAMU, AND TO REJECT ANY AND ALL PROPOSALS AT ANY TIME PRIOR TO AWARD.**

Proposals must be sealed in a container marked on the lower left-hand corner with the name and address of the Respondent. AAMU will date stamp the container with the submission date and the submission time. In addition, the sealed container in which the Proposal is submitted should be labeled "**Waste Collection Services**".

All completed Proposals and accessory documents should be mailed or delivered to:

**JEFFREY ROBINSON**  
DEPARTMENT OF PURCHASING SERVICES  
ALABAMA A&M UNIVERSITY  
MERIDIAN STREET, ROOM 305  
NORMAL, ALABAMA 35762

Inquiries for information regarding procurement procedures, Proposal submission requirements or other administrative concerns may be directed to the Department of Purchasing Services via email at [jeffrey.robinson@amu.edu](mailto:jeffrey.robinson@amu.edu).

Thank you for your participation.

Jeffrey Robinson, Director  
Department of Purchasing Services

## **SECTION B - SCOPE OF SERVICES**

## SCOPE OF SERVICES

### Waste Collection Services

#### 1.1 THE SERVICES.

1.1 The Services AAMU hereby solicits submissions of written Proposals, on a competitive basis, from qualified Respondents to provide for AAMU the services described herein, all in accordance with the terms and conditions detailed herein. **In particular, the services sought by AAMU will require the Respondent to provide:**

Scope of Work: During the term of this contract, the successful bidders shall pick-up five (5) days a week Monday through Friday and remove all waste in the refuse containers located at the Facilities listed in attached Exhibit "A". Provide pick-up seven (7) days a week Monday through Sunday and remove all waste in the refuse containers located at the facilities listed in attached Exhibit "A" The number of trash containers located at each of the Facilities and the number of pick-ups at each of the Facilities will be scheduled by AAMU office of Operations. The successful bidder must provide to AAMU office of Operations bi-weekly a daily and hourly schedule of collections by locations. All changes or deviations in the regular scheduled pick-ups must be timely reported to Operations. Must provide a standard time for pickup before 7:00a.m. Must be able to provide relocation or delivery of containers within two (2) days of the University's request in writing or call in.

Containers: All trash containers shall be supplied by the waste vendor. From time to time during the term of this contract, AAMU will request the company to remove and relocate trash containers. The company agrees to remove and relocate trash containers. The company agrees to remove and relocate any such container within two (2) working days after receipt of request.

#### **NOTE: ANY CONTAINERS DAMAGED BY RESPONDENTS MUST BE REPORTED AND REPAIRED OR REPLACED IMMEDIATELY.**

Inability to Perform Pick-ups: The Company shall notify Operations in a timely manner of any locations where containers cannot be emptied and the cause preventing the pick-up. The company and AAMU shall work together to effect a correction to the impediment to pick-up. In the event inclement weather forces cancellation of school and no pick-up will be required, the company dispatcher will be notified by telephone at the earliest time possible by the office of Operations. During inclement weather AAMU will not be held accountable for payment. Thereafter, the company will be notified by telephone when pick-ups are to resume. Written confirmation of these occurrences (stopping and resuming) will be sent by AAMU to the company identifying the dates involved in order to ensure appropriate billing.

Billing: AAMU is requesting that all invoices be in a detail electronic format of all cost per facilities and to include grand total. AAMU will not pay for admin cost, late fee or any other additional charge that were not agree upon or part of prior to contract. **THERE WILL BE NO ADDITIONAL FUEL RECOVERY CHARGE. ALL AMOUNTS MUST BE INCLUDED IN BASIC SERVICE COST.**

Holidays and Summer Pick-ups: Trash pick-ups during the summer months and over extended holiday periods may, at the option of AAMU, be suspended. A schedule of pick-ups required for such periods shall be supplied by the office of Operations to the company of any changes in schedules.

Performance Standards: The Services shall be provided by the company in a good and efficient manner, using the standard of care and diligence as is customary for professional providers of like services. The company shall take all waste and refuse picked up from the Facilities to legal and approved landfills. Further, the company shall comply with all laws, statutes, ordinances and regulations applicable to the company respect to the rendering of the Services and shall pay all lawful fees and charges imposed upon the company by federal, state or local government bodies in connection with Services. The company shall, at its expense, obtain and keep in full force and effect throughout the Term of this Agreement all licenses and permits required to be maintained by the company in connection with the rendering of the Services.

Equipment: AAMU is requiring that the hauler provides Front End Load Trucks for facility pick up and 6-8 yard containers.

Pricing: AAMU is requesting that the vendor provides cost per monthly base rate per pick-up per facility. All fuel and operations cost, must be figured into the total price for hauling. AAMU is also requesting a cost for additional pick-ups. AAMU will not pay for admin cost, late fees or any other additional charges that were not agreed upon or part of prior to contract. AAMU must agree on an **electronic tracking waste** and payment request invoice system.

Auditing: AAMU is requesting that the vendor must provide a weekly measurement report that is generated per individual facility that shows weight pick-up per location. Also, AAMU is requesting the vendor provide a weekly measurement report from the waste manufacture that shows the total amount received weekly, monthly, year-to-date per facility.

### **Administration Operations Plan**

The successful Respondent shall provide a preliminary plan that outlines the approach and methods for achieving the objectives. The University understands that data in this successful Respondent is limited and that the successful bidder will refine their plan as they become more familiar with individual facilities. The operations plan in the proposal should provide a methodology, labor, equipment, and concrete opportunities for the Waste Collection program. The proposal should also include an approach for program transition and a tentative schedule for implementing proposed to meet the AAMU objectives.

### **Management and Business Systems**

Provide a brief description of your overall management and business systems as they pertain to the following.

- Describe your vision of a waste collection program for the University.
- Identify your specific project personnel or teams that will be devoted to a University waste collection program. Include how staff devoted to the University's waste collection program will interact or utilize overall company resources to ensure on time pick-ups and customer satisfactory.
- Discuss the relationships that you plan to establish with University.

### **AAMUs' Responsibilities**

The University, its sole option, will select the proposal which best fulfills the requirements and provides the best value to the University.

- Savings and increased diversion.
- AAMU cannot guarantee any volume of waste materials.
- The AAMU shall provide frequency, number of containers, location and required that all locations be pick -up by 7:00 a.m. for Respondent to collect waste materials from University facilities.
- AAMU have the right to adjust schedule, frequency and facility pick-up at any time.
- The successful Respondent must comply with all local, state and federal regulations including the University's policies governing the waste collection, storage, transportation and disposal of waste streams. Lack of knowledge of the bidder shall in no way be cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.
- Describe your environmental and safety programs that apply to managing risks associated with the primary supplier function.

## **Program Participation**

- Explain how you propose to implement and monitor waste activities. (web based solutions)

## **Records and Reporting**

- Describe the approach you will use to track University waste collection and cost. (electronic tracking)
- Identify data information electronic management tools that will be used to track University waste. ie: scheduled pick-up, on time pick-up and missed pick-up.

## **Assessment of Program**

- Identify performance metrics and procedures for reviewing and assessing program performance. ie: scheduled pick-up, on time pick-up and missed pick-up.

## **Respondent's Responsibilities**

- The successful Respondent will be responsible for plans to collect, process and keep records for all waste materials in University streams by location on a daily, weekly and monthly basis.
- The successful Respondent will collect from all University Facilities listed in Exhibit A.

## **Supplier Capabilities**

It is understood that the supplier responding to this request for proposal may not have the capability to undertake all the tasks outlined. The successful Respondent may develop agreements with subcontractors in order to provide and manage the full scope of services requested by the University. The successful Respondent has full responsibility for the coordination of the Subcontractor's work, control of the quality, compliance with all federal, state and local regulations and ordinances, and fulfillment of schedules. A list of sub-contractors must be provided to the University and updated regularly. The University reserves the right to reject any subcontractor who does not meet requirements described herein, all in accordance with the terms and conditions detailed herein. The successful Respondent is expected to cover any additional expenses from overall RFP program savings.

**2.0 JOINT VENTURES.** Respondents are allowed to enter joint ventures for the purposes of responding to this RFP and providing the Services.

**3.0 DURATION OF THE AGREEMENT.** The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of three (3) years. The Agreement shall reserve for AAMU the unilateral option of extending the term of the Agreement for two (2) additional terms of one (1) year(s) each, provided that the maximum duration of the Agreement shall not exceed five (5) years. The Agreement shall also contain a provision granting to AAMU the right to terminate the Agreement, with or without cause, upon thirty (30) days' notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the "Agreement Term").

**4.0 FORMAT OF PROPOSAL.** The Proposal submitted by the Respondent must contain the following information, which information collectively constitutes the Proposal.

4.1 Description of the Services. The Proposal must contain a thorough description of the Services being offered in response to this RFP. The Proposal should show that the Services being provided, at a minimum, meet the specifications set forth in this RFP. All requests included in this RFP for information regarding the Services should be included in this part of the Proposal, including but not necessarily limited to the following:

- a. Cover Letter Referencing the RFP;

- b. Table of Contents;
- c. Company's Background
- d. Company's Mission Statement and Customer Focus
- e. A description of any additional services the Respondent believes are necessary to fully provide the Services or which the Respondent believes would be beneficial to AAMU within the context of the Services requested in this RFP; and
- f. Any other relevant information about the proposed Services deemed to be material.

4.2 Description of the Respondent. The Proposal must contain a thorough description of the background of the Respondent and sufficient evidence showing that the Respondent is capable of providing the Services. All requests included in this RFP for information describing the Respondent should be included in this part of the Proposal, including but not necessarily limited to the following:

- a. A brief description of the history and mission of the Respondent, including the Respondent's background and mission statement, the length of time the Respondent has been in business, a description of the Respondent's organizational structure and a description of the Respondent's customer make-up;
- b. Disclosure of the Respondent's Dunn and Bradstreet number;
- c. References of the Respondent, including at least three (3) other clients for whom the Respondent has provided services similar to the Services (with preference given to clients comparable to AAMU) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;
- d. Disclosure of the volume of sales the Respondent has had in each of its past two fiscal years;
- e. A description of the number and qualifications of the Respondent's employees who will participate in the performance of the Services, including the total number of employees at the Respondent's Huntsville location, the names and titles of key employees who will be assigned to provide the Services, a description of the role to be filled by each such key employee and a resume of each such key employee;
- f. A description of any other resources available to the Respondent that will be useful in providing the Services;
- g. A description of the business design of the Respondent, including the number and locations of facilities and offices of the Respondent and specification of the location of the home office of the Respondent;
- h. A statement of whether the Respondent has been certified by any certification agency as a minority business enterprise or any other type of business qualified for an allowable preference;
- i. A description of the methods used by the Respondent to measure the satisfaction of its clients;
- j. Any other relevant information about the capabilities of the Respondent deemed to be material.

4.3 Experience of the Respondent. A sufficient description of the experience and knowledge base of the Respondent to show the Respondent's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Respondent included in the Proposal should include, but not necessarily be limited to, the following:

- a. A statement of how long the Respondent has provided services similar to the Services requested herein;
- b. A general description of the Respondent's experience and background in providing services similar to

the Services requested herein;

c. Any other relevant information about the experience and knowledge base of the Respondent, which is deemed to be material.

d. A statement regarding previous experience, if any, in providing “Services” to AAMU.

4.4 Sample Contract. A sample agreement, substantively similar to the agreement the Respondent proposes to use if awarded the final contract, should be included in the Proposal.

4.5 Pricing Schedule. The pricing schedule contained in Section D of this RFP, entitled “Pricing Schedule”, if any, must be completed and included in the Proposal along with any additional documentation required or permitted thereby.

**5.0 COMPENSATION.** The successful contractor will be compensated for the Services provided in accordance with any other compensation arrangement negotiated between AAMU and the successful contractor. To the extent the provisions of this paragraph contradict any provision regarding compensation set forth in Section C of this RFP, the provisions set forth in this paragraph shall govern.

**6.0 BONDING REQUIREMENTS.** The successful contractor shall be required under the Contract to comply with the bonding requirements listed below:

- Performance Bond required by successful bidder

**7.0 QUESTIONS REGARDING THIS RFP.** Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to [jeffery.robinson1@aamu.edu](mailto:jeffery.robinson1@aamu.edu), and must be received by AAMU no later than **2:00 PM/CST on March 20, 2020**. Questions should include a return e-mail address and should specifically reference the section of the RFP to which the question pertains. All questions must be submitted in writing. **IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.** All questions and answers will be posted on facilities’ website at the end of the business day on **March 27, 2020**. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and will lead to disqualification.

## **SECTION C - INSTRUCTIONS TO RESPONDENTS**

## **INSTRUCTIONS TO RESPONDENTS**

**1.0 PURPOSE.** Alabama A&M University (“AAMU”) hereby solicits submission of written proposals (“Proposals”), on a competitive basis, from qualified companies (the “Respondents”) capable of providing the scope of products or services described in Section B hereof (the “Services”). These instructions provide detailed legal and technical requirements for the acquisition of the Services. This Request for Proposal (this “RFP”) will become part of any final contract entered between AAMU and the Respondent for the provision of the Services.

AAMU will review the Proposals submitted and, ultimately, will enter into a contract with the successful Respondent for the Services. The Services are more particularly described in Section B of this RFP, which section is entitled “Scope of Services”.

**2.0 PERIOD OF CONTRACT PERFORMANCE.** The period of performance for the Services to be provided to AAMU by the Respondent as a result of this RFP and any resulting contract or agreement shall be as agreed and/or negotiated. It is the intent of AAMU to award a contract, or agreement, for the term, or duration, defined in Section B of this RFP. The contract or agreement resulting from this RFP shall also contain a provision granting to AAMU the right to terminate the Agreement, with or without cause, upon thirty (30) days’ notice.

**3.0 PRE-PROPOSAL CONFERENCE.** None

**4.0 MINIMUM STANDARDS.** The successful contractor shall be capable of providing the Services in accordance with the minimum standards, specifications and performance requirements, as well as in accordance with all of the terms and conditions, stated in this RFP. The standards, specifications, performance requirements, terms and conditions set forth in this RFP reflect the primary considerations of AAMU concerning the minimum services and capabilities expected, but may not necessarily reflect all the services and capabilities required. Additional standards, specifications, performance requirements, terms and conditions may be set forth in the final contract. In this regard, the successful contractor shall furnish all management and resources (including but not limited to personnel, technical support, computerized and other systems support, equipment, materials and miscellaneous supplies) necessary to provide the Services in a thorough, comprehensive, timely, efficient and effective manner.

**5.0 SPECIFICATIONS.** The Respondent, if and when it is awarded a contract, shall provide all the Services described in Section B of this RFP, entitled “Scope of Services”.

### **6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS.**

6.1 General Requirements. In order to be considered for selection, successful Respondents must submit a complete response to this RFP. One (1) original, one (1) USB (with Proposal formatted into a single pdf file) and ten (10) copies of each Proposal, including all attachments, forms and other related documents, must be submitted to AAMU at the place and in the manner indicated below. No other distribution of the Proposal shall be made by the Respondent. Proposals submitted by telegraphic or facsimile will not be considered.

6.1.1 Signatures; Completeness. Proposals shall be manually signed by an authorized representative of the Respondent. The printed name and title of the person signing the Proposal must appear on the signature page of the Proposal. Proposals must concisely set forth all of the information requested by this RFP in a full, accurate and complete manner, including all required attachments. If any required information is not contained in the Proposal, the Proposal will be considered non-responsive and, consequently, will not be considered.

6.1.2 Simplicity. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capability of satisfying the requirements of this RFP. Emphasis should be on completeness and clarity of content. Responses should focus on efficient and cost effective systems, which ensure cost management, timely services and minimized paperwork.

6.1.3 Binding. Each copy of the Proposal should be bound or contained in a single 1” volume. All documentation submitted with the Proposal should be contained in that single volume.

6.2 Place and Time for Submission. Proposals will be received by AAMU at its Purchasing Services office located at 305 Patton Hall, 4900 Meridian Street, Normal, Alabama 35762, until **2:00 P.M. LOCAL TIME ON April 16, 2020 (THE "SUBMISSION DEADLINE")**. **PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.**

6.2.1 Delivery. All Proposals shall be deemed received when delivered to the above address. Each Respondent is solely responsible for ensuring that its Proposal is timely delivered. Any Respondent who relies on overnight delivery services, the United States mail, private mail services, local couriers or any other delivery service remains solely responsible for the timely delivery of its Proposal and assumes all risk of late delivery, mis-delivery and non-delivery. Respondents may verify delivery of Proposals by contacting AAMU at (256) 372-8211.

6.2.2 Receipt by AAMU; Markings. Upon receipt, all Proposals will be date-stamped, time-stamped, logged and deposited by AAMU staff. Respondents are reminded that all Proposals must be securely sealed and clearly marked.

6.3 Pricing. Pricing information shall be provided on the pricing schedule form attached to this RFP. In determining its pricing proposal, the Respondent should take into account the following considerations.

6.3.1 Tax Exemption. AAMU is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

6.3.2 Extra Charges. Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.

6.4 Forms. Along with the Proposal, the Respondent will provide signed copies of all forms required by this RFP to be submitted. Information required by any forms must be submitted on the forms furnished. If erasures or other changes appear on the forms, such erasures or changes shall be initialed by the person(s) signing the form and the Proposal.

6.5 Identity of the Respondent. The Proposal must reveal the full name and business address of the Respondent. AAMU will enter an agreement only with the person or entity named as the Respondent in the Proposal of the successful contractor.

6.6 Modifications Following Submission. Modifications of Proposals following submission will be allowed, provided the modification is received by the AAMU at the place designated for submission of Proposals prior to the Submission Deadline.

6.7 Duration of Validity. Proposals shall be valid for a minimum period of six (6) months subsequent to the Submission Deadline. Proposals expiring less than six (6) months from Submission Deadline will be considered non-responsive and, consequently, will not be considered.

## **7.0 CHANGES TO THE SPECIFICATIONS.**

Any modification, amendment or other change to this RFP will be made by AAMU via written addendum and will be placed on the AAMU Purchasing website. Any unapproved deviation, exception, substitute, alternate or conditional qualification contained in a Proposal may be cause for rejection of the Proposal.

## **8.0 EVALUATION PROCESS.**

8.1 Evaluation Committee. AAMU will appoint an evaluation committee, consisting of representatives of AAMU, to evaluate submitted Proposals and recommend a Respondent for a final contract with AAMU for provision of the Services. The committee will apply the evaluation criteria set forth in this RFP, or in any addenda hereto that may be issued by AAMU, in order to identify a Respondent for a final contract. An evaluation criterion is deemed to include any unstated "sub criterion" that logically might be included within the scope of the stated criterion.

8.2 Evaluation. The evaluation committee shall consider a number of criteria in determining with which Respondent and AAMU will enter a final contract. AAMU reserves the right to negotiate fees and other terms with the selected Respondent and, if no agreement is reached including desired fees and terms, the right to select and negotiate with another Respondent. AAMU may request additional information from any Respondent at any time after the Submission Deadline. However, unsolicited information may not be accepted from any Respondent after the Submission Deadline. AAMU will assume that all Proposals are complete as received.

8.2.1 Evaluation Criteria. Finalists' Proposals shall be evaluated based upon the following criteria:

8.2.1.1 The extent to which the Services offered in response to this RFP meet or exceed the minimum specifications required of the Services;

8.2.1.2 Categories and Major Weights: Experience-20%, Functionality-10%, Capabilities-35%, Financial-5%, and Cost-30%.

8.2.1.3 The ability of the Respondent to provide the Services requested or offered;

8.2.1.4 The quality of the Services being offered by the Respondent;

8.2.1.5 The price for which the Services are offered; and

8.2.1.6 Any and all other factors the evaluation committee deems reasonably applicable.

8.3 Oral Presentation. AAMU reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Respondent's Proposal. In this regard, at the discretion of the evaluation committee, some or all Respondents who submit a Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Respondent. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Respondent to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Purchasing Director of AAMU. Interviews and oral presentations are strictly an option of AAMU or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Respondent.

8.4 Qualifications of the Respondent. AAMU may make such reasonable investigations as deemed proper and necessary to determine the ability of the Respondent to provide the Services. The Respondent shall furnish to AAMU all such information and data as may be requested for this purpose. AAMU further reserves the right to reject any Proposal if the evidence submitted by, or investigation of, the Respondent fails to satisfy AAMU that the Respondent is properly qualified to carry out the obligations required in this RFP and the final contract and to provide the Services contemplated therein.

8.5 Inspections. AAMU reserves the right, at reasonable times, to inspect the part of the plant or place of business of the Respondent or any subcontractor thereof which is related to the performance of any contract awarded or proposed to be awarded by AAMU. AAMU further reserves the right, at reasonable times and places, to audit the books and records of any Respondent who has submitted a Proposal to the extent that such books and records relate to cost or pricing data contained in the Proposal.

**9.0 AWARD OF CONTRACT.** The final contract for provision of the Services will ultimately be awarded to the Respondent deemed by AAMU in its sole discretion to be the most responsive and responsible Respondent. In determining which Respondent is the most responsive and responsible Respondent, AAMU will consider which Respondent is fully qualified and best suited, offers the best Services for the most reasonable price and is altogether most advantageous to AAMU among those submitting Proposals in response to this RFP, as determined based upon evaluation of the criteria set forth in this RFP and upon the results of negotiations. Terms of engagement will be negotiated with the selected Respondent, and the final contract will be awarded in the manner deemed by AAMU to be fair and most advantageous to AAMU.

9.1 Rejection of Proposal. AAMU reserves the right to reject any or all Proposals and to waive informalities and irregularities in any or all Proposals submitted. In this regard, AAMU, at its own discretion and at any time prior to award, may cancel this RFP or reject any Proposal, in whole or in part, and is not required to furnish a statement of the reason why a particular Proposal or Proposal was rejected or was not deemed to be the most advantageous.

9.2 Negotiation and Approval of Contract. Should, at any time, AAMU determine in its sole discretion that only one Respondent is fully qualified or that one Respondent is clearly more qualified than the others under consideration, a proposed contract may be negotiated for award to that successful Respondent. AAMU shall have no obligation to include in any such proposed contract any part of any sample contract submitted by the Respondent. Provision of the Services may not commence until: (i) a contract between AAMU and the successful Respondent is properly negotiated, executed and entered; (ii) the contract is approved, as required; and (iii) AAMU issues to the successful Respondent a written notice to proceed. In the event that a contract is not successfully negotiated within 60 days of the notification of the recommendation of award, the vendor may no longer be considered, and the University reserves the right to contact the Respondent with the next highest ranking or issue a new RFP.

9.3 Compensation. The successful contractor will be paid for the Services provided in accordance with a compensation arrangement to be negotiated between AAMU and the successful Respondent.

9.4 Price Adjustment. The price to AAMU, including fee, profit or any other portion of the compensation payable to the Respondent, shall be adjusted to exclude any significant sums by which AAMU finds that the price was increased because the fees, costs or pricing data furnished by the Respondent were inaccurate, incomplete or not current as of the date of the contract.

9.5 Charges Not Required. The successful contractor and AAMU both shall agree that AAMU shall not be required to pay to the successful contractor any cost, fee or charge which is not specifically required to be paid by the contract.

9.6 Performance. AAMU and the successful contractor each shall agree to fully perform all of their respective obligations under the Agreement. However, failure of AAMU to perform such obligations shall not automatically relieve the successful contractor of its obligation to perform under the contract.

9.7 Protests. AAMU will consider all protests filed in a timely manner regarding the award of a contract, or the process of awarding a contract, in relation to this RFP, whether submitted before or after award. All protests are to be submitted in writing.

## **10.0 GENERAL TERMS AND CONDITIONS.**

10.1 No Commitment. This RFP does not commit AAMU to award a contract, pay any costs incurred in the preparation of any Proposal submitted or procure or contract for Services from any Respondent or any other person. Accordingly, each Respondent shall be responsible for all costs incurred in the preparation and submission of its Proposal or in any part of its participation in the pre-award process.

10.2 Conditions and Assumptions. All Proposals and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between AAMU and the successful Respondent. Thus, in establishing the terms of any resulting contract, AAMU may assume the conditions and assumptions underlying the Proposal submitted by the successful Respondent are accurate.

10.3 Termination. Failure by the successful contractor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the

case of the successful contractor's failure to deliver the Services in accordance with the contract terms and conditions, AAMU, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs.

AAMU reserves the unilateral right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever AAMU in its sole discretion determines that such a termination is in the best interest of AAMU. Any such termination shall be enacted by delivery to the successful contractor by certified mail, at least thirty (30) calendar days prior to the termination date, a notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination shall become effective. After receipt of a notice of termination, the successful contractor must stop all work or deliveries under the contract on the effective date and to the extent specified in the notice of termination. However, any such contract termination notice shall not relieve the successful contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of termination. No payment shall be made for anticipated profit on unperformed services.

10.4 Ethics in Public Contracting. By submitting its Proposal, Respondent certifies that its Proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Respondent, supplier, manufacturer, subcontractor, customer or other person in connection with its Proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

10.5 Prohibited Contact. Registered and non-registered lobbying of AAMU staff members with respect to a pending project or award is prohibited during the time period between the date the RFP is advertised and the date a final contract is awarded. Any contact between AAMU staff members and any representative of a Respondent relating to a pending project or award (whether by writing, telephone, e-mail or otherwise) outside of properly scheduled meetings, other than as intended and initiated by an AAMU staff member, shall be grounds for disqualification of the Respondent from the bid process. By submitting a Proposal, the Respondent represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.

10.6 Conflict of Interest. Respondent certifies that no AAMU employee has a financial or beneficial interest in the Respondent.

10.7 Mandatory Use of Form and Modification of Terms and Conditions. Failure to submit a Proposal on any official form provided for that purpose may be cause for rejection of a Proposal. Return of the complete form is required. Modification of, or additions to, the general terms and conditions of this RFP may be cause for rejection of the Proposal. Notwithstanding, the AAMU Director of Purchasing reserves the right to decide, on a case by case basis, in his or her sole discretion, whether to reject such a Proposal.

10.8 Errors or Omissions. The Respondent shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this RFP. Where errors or omissions occur in this RFP, the Respondent shall promptly notify the contact person listed in this RFP and report the identified error or omission. Inconsistencies in the specifications are to be reported before Proposals are submitted to AAMU.

10.9 Liability for Improper Date or Time Processing. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will indemnify and hold harmless AAMU and the officers, employees, Board members and agents of AAMU against any claim of, or liability for, breach of any contract related to the Services that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

10.10 Audit. Unless the contract is a firm fixed price contract, AAMU shall be entitled to audit the books and records of the successful contractor or any subcontractor thereof to the extent that such books and records relate to the performance of the successful contractor's contract with AAMU. Accordingly, the successful contractor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this RFP and the related contract for a period of three (3) years from the date of final payment under the contract for the contractor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise

authorized in writing by AAMU. By submitting a Proposal, the successful contractor grants to AAMU the right to perform, or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful contractor. Consequently, AAMU will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. RESPONDENTS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH THE AAMU MAY BE SUBJECT TO THE ALABAMA PUBLIC RECORDS ACT.

10.11 Compliance with Procedures. The successful contractor will comply with all procedural instructions that may be issued from time to time by AAMU. However, the substantive terms and conditions of the contract shall not change without the written consent of all parties thereto.

10.12 Obligation of Successful Contractor. By submitting a Proposal, the successful contractor covenants and agrees, based upon its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim under, or have any right to cancellation or relief from, the contract because of any misunderstanding or lack of information.

10.13 Format of Services; Satisfaction of AAMU. The Respondent agrees that, if it becomes the successful contractor, the Respondent will fully provide to AAMU, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this RFP, including any modifications and additions hereto. Furthermore, the Respondent agrees to be responsible for providing the Services in a manner and to an extent satisfactory to AAMU.

10.14 Delivery. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will deliver to AAMU all items required to be delivered by this RFP and the Agreement in a form, which is complete and ready for use.

10.15 Taxes. The successful contractor shall determine, be responsible for and pay any applicable taxes related to the Services or the Agreement, including but not limited to any property tax, sales tax, federal excise tax or federal highway use tax. AAMU is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. A COPY OF DOCUMENTATION VERIFYING THE "TAX EXEMPT" STATUS OF AAMU IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR UPON REQUEST.

10.16 Support. If it becomes the successful contractor, the Respondent agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support AAMU in addressing any problem whatsoever relating to the Services or the Agreement.

10.17 Deviation from Specification. Accountability for the Services will rest solely with the successful contractor. Any inaccuracy in or other deviation of the Services from the required specifications will be corrected by the successful contractor within two (2) weeks after the successful contractor is notified of the inaccuracy or discrepancy.

10.18 Time for Performance. In order to minimize the disruption of AAMU facilities, the successful contractor will perform the Services during hours, which will be determined by AAMU.

10.19 Non-Discrimination. The Respondent is obligated not to discriminate against any employee of, or applicant for employment with, the Respondent on the basis of race, color, religion, handicap, national origin, sex or socio-economic status. This obligation shall include, but not be limited to the following matters: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Respondent is obligated to comply with all requirements of the Americans with Disabilities Act. In addition, all vendors wishing to do business with Respondent shall be afforded the same equal opportunity and non-discrimination. By submitting a response to this RFP, the Respondent confirms and asserts that it is not currently discriminating, and will not discriminate, against any person in any manner related to this RFP or to any Proposal or contract related hereto, including in the performance under any such contract.

10.20 Bonding or Other Security. The successful Respondent shall be obligated to provide a performance bond.

10.21 Insurance. By submitting a Proposal in response to this RFP, the Respondent certifies that, if awarded a contract,

it will have the insurance coverage required for performance of the Services, at the time the work commences. Additionally, the Respondent certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Alabama. During the term of the contract, AAMU reserves the right to require the successful Respondent to furnish certificates of any required insurance for the coverage required by AAMU.

10.22 Minimum Insurance Requirements.

10.22.1 Commercial General Liability- \$1,000,000(each occurrence and aggregate).

10.22.2 Comprehensive Auto Liability Bodily Injury- \$1,000,000(each occurrence and aggregate)

10.22.3 Excess/Umbrella Coverage- \$1,000,000(each occurrence and aggregate).

10.22.4 Property Damage Coverage- \$1,000,000(each occurrence and aggregate).

10.22.5 Worker's Compensation limits per state requirements. (Shall cover all employees)

10.23 Confidential and Proprietary Information. AAMU is subject to the Alabama "Public Records Act." Accordingly, no claim of confidentiality or proprietary information in all or any portion of any Proposal submitted in response to this RFP will be honored unless a specific exemption from the Public Records Act exists and such exemption is cited in the Proposal. Any claimed exemption must be specifically cited by page and paragraph number(s). An incorrectly claimed exemption does not disqualify the Respondent.

10.24 Ownership of Computer Programs and Data. Ownership of all computer systems, programs, software, data, materials, documentation or similar products purchased, created or compiled in connection with the performance of the Services or the performance of obligations under any contract resulting from or related to this RFP, now or hereafter, shall vest completely and exclusively with AAMU. Upon expiration of the term of the contract, the successful contractor will relinquish and convey to AAMU any right it may have in such computer systems, programs, software, data, materials, documentation or similar products.

10.25 Assignment of Contract. Upon execution, the contract shall not be assigned or subcontracted by the successful contractor, in whole or in part, without the prior written consent of AAMU.

10.26 Binding Nature of This RFP. By submitting a Proposal, the Respondent agrees to be bound by all of the provisions of this RFP. The Respondent further agrees that, if it becomes the successful contractor, the Respondent and its heirs and assigns will continue to be bound by the provisions of the RFP for the duration of the Agreement Term except to the extent any provision hereof is explicitly waived in the Agreement.

10.27 Applicable Laws and Courts. This RFP and any related Proposal and resulting contract shall be governed in all respects by the laws of the State of Alabama. Jurisdiction over any matter arising in connection with this RFP or any related Proposal or resulting contract hereunder shall be held by the federal and state courts having jurisdiction in Alabama. Furthermore, the Respondent shall comply with all applicable federal, state and local laws and regulations.

**SECTION D - PRICING SCHEDULE**

## PRICING SCHEDULE

### Waste Collection Services

#### 3 years

Service charge:

Cost for service for 7,500 cubic yards (est.) annually: \$\_\_\_\_\_per cubic yard

Cost for service for open forty (40) cubic yard dumpster: \$\_\_\_\_\_per container

Cost for service for open forty (30) cubic yard dumpster: \$\_\_\_\_\_per container

Cost for service for open forty (20) cubic yard dumpster: \$\_\_\_\_\_per container

Cost for additional pick-up: \$\_\_\_\_\_

Fuel charge, and environmental fees: \$\_\_\_\_\_

#### Year 4 Optional Renewal

Service charge:

Cost for service for 7,500 cubic yards (est.) annually: \$\_\_\_\_\_per cubic yard

Cost for service for open forty (40) cubic yard dumpster: \$\_\_\_\_\_per container

Cost for service for open forty (30) cubic yard dumpster: \$\_\_\_\_\_per container

Cost for service for open forty (20) cubic yard dumpster: \$\_\_\_\_\_per container

Cost for additional pick-up: \$\_\_\_\_\_

Fuel charge, and environmental fees: \$\_\_\_\_\_

#### Year 5 Optional Renewal

Service charge:

Cost for service for 7,500 cubic yards (est.) annually: \$\_\_\_\_\_per cubic yard

Cost for service for open forty (40) cubic yard dumpster: \$\_\_\_\_\_per container

Cost for service for open forty (30) cubic yard dumpster: \$\_\_\_\_\_per container

Cost for service for open forty (20) cubic yard dumpster: \$\_\_\_\_\_per container

Cost for additional pick-up: \$\_\_\_\_\_

Fuel charge, and environmental fees: \$\_\_\_\_\_

**SECTION E – APPENDICES- Exhibit A**

BUILDING	DUMPSTER			Dump Frequency (Days)	Days
	6yd	8yd	8yd Card board		
Ag. Mechanics Crump Building	1			1	M
Agribition Center		1		2	TTh
Agriculture Research ARC		1		2	TTh
ARC (Winfred Thomas A.G. Research)	1			2	TTh
Auther J Bonds School of Engineering	1			2	TTh
Bibb Graves	1			2	TTh
Buchanan		1		6	M-Sa
Carnegie		1		2	TTh
Carter		1		3	MWF
Carver		1		3	MWF
Chambers		1		2	TTh
Child Development Center	1			2	TTh
Councill Training	1			2	TTh
Crump maintenance building	1			1	M
Dawson		1		2	MW
Football Fieldhouse	1			3	MWF
Foster Irradiation Center	1			1	M
Frank Lewis Gym	1			2	TTh
GreenHouse	1			1	M
Honors/ Home Management	1			1	M
Hopkins Hall	1			6	M-Sa
Mamie Foster Living/Learning		3	1	6	M-Sa
Morris Hall	1	1		6	M-Sa
Morrison Fine Art		1		2	TTh
New Residents Hall		4		6	M-Sa
Normal Hills		5		5	M-F
Patton L.R.		1		3	MWF
Ralph Lee	1			3	MWF
School of Business	1			2	TTh
Stephens Hall		1		6	M-Sa
Student Health & Wellness Center		1		2	TTh
T.M. Elmore Gym		1		3	MWF
Terry Hall		1		6	M-Sa
Thigpen Hall		1		6	M-Sa
West Campus/ Knight Center		5		6	M-Sa
Wilson	1			2	TTh
<b>TOTAL:</b>	<b>17</b>	<b>33</b>	<b>1</b>		
<b>GRAND TOTAL:</b>	<b>51</b>				