

PURCHASING SERVICES

305 Patton Hall - Normal, Alabama 35762 - Phone (256) 372-5227

(This proposal will not be accepted electronically or by facsimile. All proposals must be mailed or 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 **TUESDAY, 20th OF OCTOBER @ 2:00 PM, CST 2020**

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 Alabama A&M University. Successful vendor shall be paid only when delivery is complete.

PROPOSAL FOR ALABAMA A&M UNIVERSITY

MECHANICAL SYSTEM WATER TESTING AND TREATMENT

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

Proposals **MUST** be received by Alabama A&M University by the due date and time set forth above.

Questions regarding general submission of Proposals may be directed to AAMU via telephone at (256) 372-8211.

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to brian.shipp@aamu.edu, and received by AAMU no later than 2:00PM/CT on September 15, 2020.

ISSUED BY: Jeffery Robinson

RFP# 08F-2020

We propose to furnish the item(s) and/or services outlined in the proposal 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 Member or 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

ADDRESS

PHONE _____ **FAX#** _____

E-MAIL ADDRESS _____

CITY

STATE

ZIP CODE

AUTHORIZED REPRESENTATIVE NAME

_____CHECK HERE IF YOU ATTACHED A COPY OF A VALID ALABAMA BUSINESS 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.”

REQUEST FOR PROPOSAL

SUBJECT: **ALABAMA A&M UNIVERSITY**
MECHANICAL SYSTEM WATER TESTING
AND TREATMENT

DATE: 08/13/2020

PROPOSAL DUE DATE: **October 20, 2020**

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

The Alabama A&M University (“AAMU”) invites the submission of Proposals for the provision of services related to the submission of water treatment of open and closed loop mechanical systems in accordance with the specifications enclosed herewith.

Proposals **MUST** be received by AAMU by the due date and time set forth above. Questions regarding general submission of Proposals may be directed to AAMU via telephone at (256) 372-8211.

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to brian.shipp@aamu.edu, and must be received by AAMU no later than **2:00PM/CST on September 15, 2020**. Subject line of email shall read “**Alabama A&M University Mechanical System Water Testing and Treatment**”. Questions must include a return e-mail address and 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 September 7th, 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.

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SECTION A - ANNOUNCEMENT

ANNOUNCEMENT
Request for Proposals,
ALABAMA A&M UNIVERSITY MECHANICAL
SYSTEM WATER TESTING AND
TREATMENT

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:***

The project is seeking to secure regular testing and treatment of the Alabama A&M University’s hydronic mechanical systems. All hydronic systems will be tested regularly. All open loop systems will be treated regularly and all closed loop systems will be treated, as needed.

The respondents are to provide a copy of current licenses and proof of insurance with this 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 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 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.

Background

HVAC hydronic system water must be tested and treated regularly to insure good performance and long term equipment life. Untreated systems perform inefficiently and can lose their ability to perform efficiently. Clean, efficient systems require fewer service calls and resets.

Pre-Proposal Conference.

There will be a Pre-Proposal Conference at 453 Buchanan Way NE, Normal AL 35762, at Facilities Conference Room at 9:00 AM September 8, 2020. The Request and Scope of Services will be reviewed and questions will be taken. **All Proposals will be due by 2:00PM Tuesday October 20, 2020.** All attendees are required to be in attendance at the time stated on Purchasing Service's "Notice to Bidders". Persons arriving after the stated time will not be allowed to sign in or to submit a bid on the project.

The sites are available to prospective bidders for the inspection and examination of the equipment and conditions under which the work is to be performed during regular hours of operation. Prior to the bid, the prospective bidders will notify the Owner of any conditions detrimental to the timely and proper accomplishment of the work. The successful bidder shall be responsible for examination for the proper installation of all materials and performance of all services.

Vendors must call the campus in advance to schedule the visit, and on arrival. Vendors must be accompanied by facilities staff to view the campus at all times. To schedule a visit please contact:

Gregory Bryant
Phone Number: 256-372-4090
Email:
gregory.bryant@aamu.edu

All visits to the campus should be completed by September 7, 2020.

Submission of Proposals

Proposals will be accepted until **2:00 P.M. on October 20, 2020. PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.** One (1) original hardcopy and one (1) copy on USB drive as a single, PDF of your Proposal must be submitted to AAMU. AAMU expects to award a contract to the successful contractor not later than **December 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 "**ALABAMA A&M UNIVERSITY MECHANICAL SYSTEM WATER TESTING AND TREATMENT**". **FAXED RESPONSES WILL NOT BE ACCEPTED.** Further instructions for submitting Proposals may be obtained from:

DEPARTMENT OF PURCHASING SERVICES
ALABAMA A&M UNIVERSITY
PATTON HALL ROOM 305
NORMAL, ALABAMA 35762
OR
FACILITIES SERVICES
WEBSITE
<https://www.aamu.edu/about/administrative-offices/facilities/index.html>

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

JEFFREY ROBINSON
DEPARTMENT OF PURCHASING SERVICES
ALABAMA A&M UNIVERSITY
PATTON HALL ROOM 305
NORMAL, ALABAMA 35762

Inquiries for information regarding Purchasing procedures, proposal submission requirements or other administrative concerns may be directed to the Department of Purchasing Services at (256) 372-5227.

SECTION B - SCOPE OF SERVICES

SCOPE OF SERVICES

ALABAMA A&M UNIVERSITY MECHANICAL SYSTEM WATER TESTING AND TREATMENT 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 services related to:***

SCOPE OF SERVICES:

The Contractor shall perform the following at the campus buildings listed in the attachment "A":

1. Initial chemical pre-cleaning and passivation of open, condenser/water tower loop system water.
2. Install dry feeders (No Liquid feeders allowed), piping and ¾" taps as needed for continuous treatment feed on each cooling system.
3. Install all pot feeders and piping for treatment feed if not previously installed for closed loops.
4. Install controllers for solenoid blowdown valves on any existing controllers that are no longer functioning.
5. Regular monthly testing of open, condenser/water tower loop system water during operational period (April 1st – October 31st).
6. Regular treatment and service for open condenser/water tower loop systems during operational period to protect the respective equipment against scale deposit formation, corrosion and control of biological growth.
7. Regular quarterly testing of all closed water circulating loop systems.
8. Certified lab results shall be provided quarterly to verify chemical levels are being maintained.
9. One treatment of all closed water circulating loop systems to protect from mild steel and copper corrosion at start of contract (Additional treatments approved by Owner).
10. The chemical treatment shall work as specified or the contractor shall clean at no cost all AAMU HVAC equipment effected to owner's satisfaction.
11. Report test results on closed and open systems via Email. Include treatment corrections, previous 18 months' test results in spread sheet format for each system and recommendations per location.
12. Contractor shall include the following via manual and electronic file:
 - I. Program Outline
 - II. Control Limits
 - III. Log Sheets
 - IV. Inventory Sheets
 - V. Analytical Reports
 - VI. Service Reports
 - VII. Usage Reports
 - VIII. Safety Data Sheets
 - IX. Real time data dashboard to Owner
13. All chemicals must be dry and shall be delivered directly by contractor to each location.
14. All chemicals must be approved by the AAMU Environmental Health and Safety prior to use.
15. Contractor must provide secondary containment (spill pallets) for any chemicals stored on site.
16. Provide a performance warranty.
17. All labels for chemicals shall use the Globally Harmonized System (GHS) of Classification and Labeling.

Submittals:

1. Bidder shall furnish complete specifications for each product proposed for use in each water system treatment.
2. Bidder shall provide annual cost per site for testing of each open and each closed loop system.
3. Bidder will provide treatment dosage requirements in ppm and pounds/thousand gallons; treatment cost for each ton of chiller capacity in each tower system; and provide an annual cost per site for each open loop system.
4. Bidder shall provide treatment dosage requirement in ppm and pounds/thousand gallons; treatment costs for closed system shall be given in cost/thousand gallons; and provide an annual cost per site for each

closed loop system.

5. Bidder shall be responsible for providing all treatment chemicals.
6. Bidders shall furnish complete specifications for all chemical feeder equipment proposed for use in buildings.
7. Bidder shall provide a total annual inclusive cost for all products and services. First year inclusive cost shall equal year 5 if attachment "A" is not adjusted. No annual price increases as part of this contract.
8. Provide local references with contact information and business history.

Qualifications of bidders:

1. All bidding companies must be engaged primarily in the business of commercial or industrial cooling tower/boiler water treatment chemicals and services. The bidder must have operated as a water treatment service company for a period of not less than five (5) years.
2. Bidding companies must have a person on staff as a full time employee with the following qualifications: (1) not less than a Licensed Professional Engineer or Bachelor of Engineering Degree and ten (10) years-experience as a full-time water treatment service representative. (2) Ability to be on call at all times to respond to problems requiring on-site presence. (3) Be an experienced HVAC water treatment service provider capable of analyzing water quality, installing water treatment equipment, and applying water treatment as necessary or required.
3. Bidding companies must have access to a fully staffed, modern laboratory with the following capabilities: (1) computerized equipment for corrosion analysis, Atomic Absorption measurement, High Performance Liquid Chromatography, Ion Chromatography, and Spectrophotometer analysis. (2) Graduate Chemical (PHD) who can provide analysis of water and deposit samples. (3) The capability for a 24-hour analysis turn-around time for corrosion and scale problem solving.

Duration of Services:

1. This is a one-year contract with 4 additional years pending annual renewal.
2. First year treatment of open and closed loop systems shall begin upon approved contractor receiving Alabama A&M University purchase order.
3. Final date of contract if all 4 additional years are approved shall be November 1, 2025.
4. Buildings listed in attachment "A" may be added or removed annually.
5. Adjust contract cost annually to applicable buildings listed in attachment "A" prior to October 1st of each year.

2.0 JOINT VENTURES. Respondents are encouraged 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:

4.1.1 Title Page

4.1.2 Proposal Submittal Form

4.1.3 Cover Letter Referencing the RFP;

4.1.4 Table of Contents;

4.1.5 Company's Background

4.1.6 Company's Mission Statement and Customer Focus

4.1.7 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

4.1.8 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:

4.2.1 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;

4.2.1 Disclosure of the Respondent's Dunn and Bradstreet number;

4.2.2 References of the Respondent, including at least five (5) 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;

4.2.4 Resumes of the Respondent's employees who will be assigned to provide Services on this project;

4.2.5 A description of any other resources available to the Respondent that will be useful in providing the Services;

4.2.6 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;

4.2.7 A description of the methods used by the Respondent to measure the satisfaction of its clients;

4.2.8 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:

4.3.1 A statement of how long the Respondent has provided services similar to the Services requested herein;

4.3.2 A general description of the Respondent's experience and background in providing services similar to the Services requested herein;

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

4.3.4 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 AAMU Forms. forms contained in Section F of this RFP, entitled "Forms and Documents", must be signed and included in the Proposal along with any additional documentation required or permitted thereby.

4.6 Pricing Schedule. The pricing schedule contained in Section E 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 respondent will be compensated upon the completion of the project's objectives and have met or exceeded the University's scope of requirements. 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, if any.

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 brian.shipp@aamu.edu, and must be received by AAMU no later than **2:00PM/CT on September 1, 2020**. Subject line of email shall read "**Alabama A&M University Mechanical System Water Testing and Treatment**". Questions must include a return e-mail address and 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 **September 7, 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 ALABAMA A&M UNIVERSITY MECHANICAL SYSTEM WATER TESTING AND TREATMENT

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. Please see page 6 for all detailed information

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. Seven (7) original, one (1) USB (with Proposal formatted into a single pdf file, and 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. 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 4900 Meridian Street, Patton Hall, Room 305 Normal Alabama c/o Jeffery Robinson, until **2:00 P.M. LOCAL TIME (CST) ON October 20, 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) 372-5227.

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 posted on the Facilities website no later than five (5) days prior to submission deadline. 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 The ability of the Respondent to provide the Services requested or offered;

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

8.2.1.4 The price for which the Services are offered; and

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

Alabama A&M University Mechanical System Water Testing and Treatment 2020	
CATEGORIES	Major
	Weights
COMPLIANCE w/ SCOPE OF SERVICES	25%
EXPERIENCE	30%
COST	40%
SUPPORT OF THE UNIVERSITY GOALS	5%
SCORE	100%

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 the University.

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 by the University President, 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 30 days of the notification of the recommendation of award, and/or if the contract is not approved by the University, 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 respondent will be compensated upon the completion of the project's objectives and have met or exceeded the University's scope of requirements. More specific guidance regarding compensation may be set forth in Section B of this RFP.

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 ten (10) days 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, 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 Purchasing 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 Trustee member, staff member or any 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, 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 the 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. If the Services include any type of construction or maintenance of a public building, work or other project to be provided under a contract having a contract price of more than Fifty Thousand Dollars and No/100 Dollars (\$50,000.00), then, prior to the commencement of work under the contract, the successful contractor will execute and provide to AAMU a good and solvent performance and payment bonds to the effect that the successful contractor will pay for all the labor and materials used by the successful contractor or by any subcontractor.

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, if any, 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 required insurance for the coverage required by AAMU:

- I. Unless otherwise provided in the Contract Documents, the Contractor shall purchase the types of insurance coverages with liability limits not less than as follows:
- II. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE
 - (a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.
 - (b) Employer's Liability Insurance limits shall be at least:
 - Bodily Injury by Accident - \$1,000,000 each accident
 - Bodily Injury by Disease - \$1,000,000 each employee
- III. COMMERCIAL GENERAL LIABILITY INSURANCE
 - (a) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

- (b) General Aggregate \$ 2,000,000.00 per Project
- (c) Products, Completed Operations Aggregate \$ 2,000,000.00 per Project
- (d) Personal and Advertising Injury \$ 1,000,000.00 per Occurrence
- (e) Each Occurrence \$ 1,000,000.00

II. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

- (a) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.
- (b) The policy shall name the University, and employees as additional insureds.

10.22 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.

10.23 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.

10.24 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.

10.25 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.

10.26 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 Alabama. Furthermore, the Respondent shall comply with all applicable federal, state and local laws and regulations.

SECTION D - PRICING SCHEDULE

PRICING SCHEDULE
ALABAMA A&M UNIVERSITY MECHANICAL
SYSTEM WATER TESTING AND TREATMENT
CAMPUS SYSTEMS

Location	System Type	Yearly Service Cost
Foster Residence Hall	1-cooling tower, 1-closed loop	
Stephens Hall	1-closed loop	
Morris Hall	1-closed loop, 1-boiler	
Hopkins Hall	1-cooling tower, 1-closed loop	
Bibb Graves Hall	1-cooling tower, 1-closed loop	
Thigpen Hall	1-closed loop	
Councill Hall	1-closed loop	
Palmer Hall	1-closed loop	
Terry Hall	1-closed loop	
Thomas Hall	1-closed loop	
West Campus Knight	1-cooling tower, 1-closed loop	
Elmore Gym	1-closed loop	
Health & Wellness Center	1-cooling tower, 2-closed loops	
Morrison Fine Arts	1-cooling tower, 1-closed loop	
School of Business	1-cooling tower, 1-closed loop	
Dawson Building	2-closed loops	
ARC Building	2-closed loops	
Engineering Building	1-cooling tower, 1-closed loop	
Carver Complex	1-closed loop	
Carver Hobson Wing	2-closed loops	
Chambers Building	1-cooling tower, 2-closed loops	
Carver Bonner Wing	1-cooling tower, 2-closed loops	
Patton Hall	1-closed loop	
Student Residence Hall	1-closed loop	
Ralph Lee Student Center	1-closed loop	
McCalep Vocational Building	1-closed loop	

All systems shall be verified by the vendor prior to submission, any variations shall be noted in writing and submitted by email to brian.shipp@aamu.edu .

Systems include but are not limited to, boilers, air-cooled chillers, cooling towers, water cooled chillers, and etc..

SECTION E - FORMS AND DOCUMENTS

COMPANY INFORMATION QUESTIONNAIRE

1. BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Organized under the laws of the State of : _____

Federal Identification No.: _____

Principal place of business located at: _____

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

2. OTHER INFORMATION

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

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

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

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

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

- (1) is ☐ or is not ☐ currently under suspension, debarment, voluntary exclusion, or determination of ineligibility of any federal agency;
- (2) has ☐ or has not ☐ been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the last three (3) years;
- (3) has ☐ or has not ☐ a proposed debarment pending; or
- (4) has ☐ or has not ☐ been indicted, convicted, or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

3. FIRM'S CONTACT INFORMATION FOR THIS PROJECT

Program Manager: _____

Telephone: _____

Fax Number _____

Email: _____

Contract Administrator:

Telephone: _____

Fax Number _____

Email: _____

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

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

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

Signature: _____

Date: _____

Name (Printed): _____

Title: _____

(This form must be executed by the Offeror)

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

(The Contractor) or _____

(Subcontractor) _____

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

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

(Prime Contractor) or

(Subcontractor) _____

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

Signature of Authorized Official

Name (Printed)

Title of Authorized Official

Date

(This Affidavit must be executed by the Offeror)

B. CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, hereby certify on behalf of _____ that:
(Name of Firm/Contractor Official)

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. No federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contract under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____,

CERTIFICATION OF INSURANCE COVERAGE

I, hereby certify on behalf of _____ that:
(Name of Firm/Contractor Official)

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

Executed this _____ day of _____ ,

By: _____ Title: _____

Signature: _____

(This Affidavit must be executed by the Offeror)

NON-COLLUSION AFFIDAVIT

STATE OF _____

County of _____

_____ being first duly sworn, disposes and say that he/she is _____:
(Name) (Title)

of _____
(Name of Firm)

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

By: _____ Title: _____

Signature: _____

Subscribed and sworn to before me this _____ day of _____,

Signed _____

My commission Expires: _____

EXCEPTIONS TO SCOPE OF WORK

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

Company Name accepts the Scope of Work as presented in this solicitation and takes no exceptions.

Or

Company Name takes exceptions to the Scope of Work. Exceptions are specifically identified on the attached pages.

REFERENCES (PAST AND PRESENT EXPERIENCE)

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

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

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

1. Firm: _____

2. Address: _____

Point of Contact: _____

Title: _____

Telephone No: ____ (____) ____ — _____

Fax No: ____ (____) ____ — _____

Email: _____

3. Contract No.: _____ Original Contract Value: \$ _____

Contract Value at Completion: \$ _____

Contract Commencement Date: _____ Contract Completion Date: _____

4. Description of the Work: _____

TERMINATED CONTRACTS

REFERENCES (PAST AND PRESENT EXPERIENCE)

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

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

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

1. Firm: _____

2. Address: _____

Point of Contact: _____

Title: _____

Telephone No: ____ (____) ____ — _____

Fax No: ____ (____) ____ — _____

Email: _____

3. Contract No.: _____ Original Contract Value: \$ _____

Contract Value at Completion: \$ _____

Contract Commencement Date: _____ Contract Completion Date: _____

4. Description of the Work: _____

SUBCONTRACTORS

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

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

Firm Name #1:

Address: _____

Contact: _____ Title: _____

Phone No.: _____ Fax No.: _____

Type of the Work Anticipated to be Performed:

Location of Work to be Performed: _____

Estimated Dollar Amount of the Work to be Performed: _____

Firm Name #2:

Address: _____

Contact: _____ Title: _____

Phone No.: _____ Fax No.: _____

Type of Work Anticipated to be Performed:

Location of the Work to be Performed: _____

Estimated Dollar Amount of the Work to be Performed: _____