



Date: August 6, 2020

TO:

RE: Request for Proposals – **UAH Campus Custodial Services**
The University of Alabama in Huntsville
Proposal Number P00228

The University of Alabama in Huntsville is requesting proposals for **UAH Campus Custodial Services**. To register on **UAH Vendor Registry** go to **WEBSITE: <http://www.uah.edu/business-services/vendors/bid-opportunities>** and click on **[Vendor Registration](#)**. To obtain a copy of this proposal, scroll down and click on the proposal number.

There will be a Non- Mandatory Meeting on August 13, 2020 AT 2:00 PM.

All Requests for Proposals must be submitted thru Vendor Registry by **2:00 P.M. on Thursday August 20, 2020**

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

In order to be considered for selection, vendors must submit a complete response to this request for proposal via vendorregistry.com. The vendors shall make no other distribution of the proposals.

No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60) days.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

All questions pertaining to this Request for Proposal should be addressed to Kelly Haas via Vendor Registry: subject **UAH Campus Custodial Services** (P00228) Deadline for questions is Tuesday August 17th at 5:00pm.

Sincerely,

Kelly D. Haas

Kelly Haas
Procurement Officer II
Procurement Services

REQUEST FOR PROPOSAL AND SPECIFICATIONS

For

UAH Campus Custodial Services # P00228

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

Proposals are required to be submitted on electronically via Vendor Registry

**NO PROPOSALS WILL BE ACCEPTED BY REGULAR MAIL, UPS,
FEDEX, EMAIL OR DELIVERED IN PERSON
IF YOU SUBMIT ANY OTHER WAY THAN ONLINE AT
VENDORREGISTRY YOUR PROPOSAL WILL NOT BE ACCEPTED**

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

256-824-6492

Purpose

The University of Alabama in Huntsville's purpose for this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations requesting proposals for **UAH Campus Custodial Services**.

The University of Alabama in Huntsville, hereafter referred to as "University" is requesting proposals for UAH Campus Custodial Services. The contract period will be for one (1) year with the option to renew for nine (9) additional one-year periods. The University would like to secure a vendor to enter into a purchase order agreement for this proposal per the specifications below.

Contract Renewal

As mutually agreed upon, the successful proposer shall be awarded a contract for one-(1) years) with the option to renew the contract for five additional one-year periods and under the same terms, if it should be deemed advisable and advantageous to do so. Renewal of this contract shall be contingent upon annual satisfactory performance evaluations by the University.

In order to be considered for selection, vendors must submit a complete response to this Request for Proposal. An electronics submission thru the UAH Vendor Registry will be the only way to be considered.

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

Event Dates

There will be a Non Mandatory Conference Meeting on Thursday August 13th AT 2:00 PM and Site Inspection after. This meeting will start at the Business Services Building Conference Room on the UAH Campus. Please limit guests to two per company and you must wear a mask during this meeting.

All Request for proposal must be submitted through VENDOR REGISTRY BY 2:00 P.M. ON Thursday, August 20, 2020.

Sealed proposals will be received subject to the Conditions cited herein until **2:00 PM on August 20, 2020**. In order to be considered for selection, vendors must submit a complete response to this request for proposal. The vendors shall make no other distribution of the proposals except electronically to vendorregistry.com .

Revisions to the Request for Proposal

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

The University Reserves the right to accept or reject any or all proposal and is not necessarily bound to accept the lowest proposal if that proposal is contrary to the best interest of the University. (See GENERAL CONDITIONS 1. AWARD)

NOTE: For information regarding proposal responses, it is the bidder's responsibility to provide in detail clear proof that the products they are proposing on are equal to or better than the requirements of the invitation. The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical details to enable UAH to determine if the

product offered meets the requirement of the invitation. Normally as in competitive sealed bidding only, the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the bidder clearly indicates in its proposal that the product offered is an "EQUAL" product, such proposal will be considered to offer the brand name product referenced in the invitation. The University of Alabama in Huntsville will be sole judge of "EQUAL" items submitted for proposal.

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

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

Ownership of Material

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

Proposal Preparation

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

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

Award of Contract

The vendor deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the cost and submittal information. Post proposal negotiations may be conducted with any or all vendors including an on-site visit. After evaluations are complete, an award will be made within a ten (10) day period after proposals have been opened. The University shall select and notify that vendor which has in the University's opinion made the best proposal and award the contract.

To determine the overall best proposal, the University will utilize an evaluation tool known as the Evaluation Criteria. Each proposal received will be graded for their response to the proposal requirements, and given a numerical score based on the maximum assigned value. These scores will be combined and considered the numerical value of your response. The proposal with the highest numerical value will be considered the overall best response, and assuming all other requirements are met, will be awarded the contract.

The University reserves the right to request additional information to determine the responsibility of the apparent successful contractor relative to its ability to comply with the terms and conditions of this Request for Proposals.

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

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

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

After the opening of this proposal, the results will not be available to vendors until after an award is made. Tabulation will be available on vendor registry.

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

Fiscal Funding Clause

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

Certification Pursuant To Act No. 2006-557

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

Evaluation Criteria

This proposal will be awarded using the following criteria:

	<u>POINTS</u>
Proposal signed by an authorized officer of the firm and complies with the requirements of this RFP	10
Cost	50
References and Job History to include years in business	20
Experience in Higher Education	20
TOTAL:	<hr/> 100



UAH Campus Custodial Services Request for Proposal August 6, 2020

I. PROJECT OVERVIEW AND BACKGROUND

A. Project Overview

This Request for Proposal (RFP) solicits proposals to provide custodial services for The University of Alabama in Huntsville (UAH) as we seek to establish a shared service facilities management model incorporating a healthy mix of in-house and outsourced services. The objective of contracting the services described in this RFP is to implement a performance-based cleaning program which yields quality levels generally consistent with the APPA Level 2 standard of custodial service for a majority of the campus and APPA Level 1 for the clinical and notated areas only. UAH requires a clean, safe, and healthy environment for students, administration, and staff at the campuses. The scope of the services required is detailed in the RFP document and related exhibits. This comparison only serves as an example of cleaning standards, not necessarily frequency expectations as those can vary significantly based on traffic, use, etc.

B. Background Information

UAH is a public national university located in Huntsville, AL, which has been named one of the best places to live by U.S. News & World Report. Its students hail from 49 U.S. states and nearly 60 countries. Included among this year's record-setting enrollment of nearly 10,000 was an incoming freshman class with an average ACT score of 28.4 and an average GPA of 3.91.

UAH offers 88-degree programs of study at the undergraduate and graduate level, with colleges in Engineering; Education; Honors; Nursing; Science; Business; Arts, Humanities, & Social Sciences; Graduate School; and Professional Studies. Its robust academic presence is complemented by a vibrant campus life featuring more than 185 student-run organizations, 12 fraternities and sororities, and 18 NCAA sports – including the only Division I ice hockey team in the Southeast.

The university's 505-acre campus, which includes 17 high-tech research centers and labs responsible for nearly \$110 million in annual research expenditures, serves as the anchor tenant for the second-largest research park in the nation. It also maintains strong partnerships with federal agencies and commercial organizations that include the HudsonAlpha Institute for Biotechnology, NASA's Marshall Space Flight

Center, the Missile Defense Agency, the DIA Missile and Space Intelligence Center, and the U.S. Army Materiel Command.

C. The University of Alabama Huntsville – Facility Information

This RFP includes approximately 28 buildings on the UAH campus. The buildings represent a wide range of building types including: academic, administration, laboratory and others. Additionally, the campus uses a wide range of floor finishes including, but not limited to: ceramic tile, wood, concrete, rubber/resinous, terrazzo, carpet, vinyl composition tile, and luxury vinyl tile.

ADDITIONAL DETAILS

Exhibit A: Bid Sheet

Exhibit B: Building Square Footage List

Exhibit C: Building Floor Plans

Exhibit D: APPA Cleaning Level Descriptions

Exhibit E: Campus Map

II. PROPOSAL INSTRUCTIONS AND CONDITIONS

A. Intent

It is the intent of The University of Alabama in Huntsville through this Request for Proposal and contract conditions contained herein, to establish to the greatest extent possible, complete clarity regarding the requirements of both parties to the Agreement resulting from the Request for Proposal. Only Contractors with relevant experience and the ability to provide the highest quality services in a timely fashion are encouraged to apply.

Specifications for the proposal are listed herein. All proposals must be for labor and labor- related costs, supervision, management, overhead, supplies, equipment, consumables, and all other costs associated with delivery of the service. Proposals for services that deviate from these specifications may be considered invalid.

B. Schedule of Events

EVENT	DATE and TIME (CENTRAL TIME)
Pre-Bid Conference	Thursday August 13 th at 2pm
Site inspection	Thursday August 13 th at 2pm
Question Deadline	Tuesday August 17 th at 2pm
Submission of Proposals	Thursday August 20 th at 2pm

1.0 GENERAL

- 1.1 This statement of work describes the schedules, processes, and resources required to perform custodial services for The University of Alabama in Huntsville (UAH).
- 1.2 UAH believes in establishing and sustaining long-term partnerships with our service providers. UAH requires exceptional performance and customer service that consistently produces the level of quality that makes us the premier educational facility in the area.

2.0 EQUIPMENT AND SUPPLIES

- 2.1 The Contractor shall supply all the equipment required to fulfill the requirements within this Statement of Work. The Contractor shall maintain the equipment so that it will operate safely and effectively. The Contractor shall perform equipment preventive maintenance that includes cleaning, adjustments, and lubrication as specified by manufacturers. The Contractor is responsible for all costs of repairs and preventive maintenance to the equipment. UAH will inspect Contractor's equipment periodically to ensure all equipment is in clean and operable condition.
- 2.2 The Contractor shall supply all the cleaning supplies, except hand towels, toilet tissue, hand soap, and trash can liners (defined as consumables), required to fulfill the requirements within this Statement of Work. The Contractor shall provide and maintain current Safety Data Sheets for all supplies used at UAH. The Contractor shall utilize only commercial grade supplies that are designed to clean the types of finishes, flooring, and fixtures at UAH. UAH encourages the use of Green Leaf certified cleaning products.
- 2.3 The Contractor shall provide and operate equipment that contains non-marking wheels, bumpers, and power cords to protect UAH's building finishes from scuffs and damage. Supplier will be responsible for any and all repairs and costs that are proven to be a result of Contractor's negligence, wrongful acts, and/or theft.
- 2.4 On a regular basis UAH will provide Contractor the following consumable supplies so that the Contractor can regularly restock UAH facilities with paper hand towels, toilet tissue, hand soap, and trash can liners. Contractor must control usage and stocking levels per UAH's predetermined levels and not use these supplies to perform cleaning tasks. UAH covers the cost of all consumable supplies not including PPE.
- 2.5 UAH shall provide the Contractor reasonable storage space within the facility to store the Contractor's equipment and cleaning supplies that are required to fulfill the requirements within this Statement of Work. The Contractor shall only use the designated areas. The Contractor shall be responsible for keeping the storage areas secure, clean, and orderly. UAH will not be held responsible for damage to or loss of Contractor's material or equipment.
- 2.6 If the Contractor is permitted the use of UAH equipment, the Contractor shall maintain, clean, and return them in excellent condition. Contractor shall be responsible to UAH for any damage, misuse, or loss.

- 2.7 Carpet cleaning is to be performed only with hot water extraction and UAH approved stain remover, as needed. No shampoo or soaps are permitted.

3.0 PERSONNEL

- 3.1 The Contractor shall supply all personnel required to fulfill the requirements within this Statement of Work. The Contractor shall establish and execute hiring, training, and supervisory processes that will overcome typical industry turnover and personnel challenges without any degradation of services to UAH.
- 3.2 The Contractor shall provide enough trained and qualified supervisors on-site during all cleaning service operations to responsibly plan, train, direct, and control the Contractor's staff, work performance, and quality.

The training shall include, but not limited to:

- Environmental Health and Safety training
- Blood-borne pathogen training
- Asbestos awareness training
- Appropriate chemical "hazard" communication training
- Workplace safety training
- Orientation to the building(s) being serviced
- Green Cleaning training
- APPA Level 1 and 2 Standards and practices
- UAH Campus Non-Smoking Policy
- UAH Campus Single Stream Recycling Program training

*Contractor shall provide all training at no additional cost to UAH. Contractor shall provide evidence of initial training, as well as refresher training, at the discretion of UAH.

- 3.3 The Contractor shall perform a national seven-year felony and misdemeanor search background investigation on each hiring applicant before they are assigned to work at UAH. This information should be obtained at the person's consent and retained in the Contractor's file. The Contractor shall not employ anyone at UAH that has background check issues. The background check costs are the Contractor's responsibility.
- 3.4 The Contractor's personnel shall be physically and competent to perform the services within this Statement of Work. Contractor shall properly train each and every employee before assigning them work at UAH. Training must include but not limited to: safety, job duties, quality, attitude, consistency, customer service, work pride, and task urgency that results in consistent APPA level of cleanliness as stated in Exhibit 1.

- 3.5 The Contractor shall remove and/or replace any personnel not found acceptable in Contractor's and/or UAH's judgment. Contractor shall immediately notify UAH contacts of any terminations that are in a noncordial manner.
- 3.6 Contractor shall provide UAH a staffing chart and work schedule of all personnel plus a 24/7 supervisory telephone contact list. Contractor shall notify UAH of any changes to supervisory personnel immediately and provide UAH an updated staffing chart monthly.
- 3.7 The Contractor's employees and supervisors shall present a neat, clean, and working appearance while on UAH property. The Contractor shall provide uniforms to each employee and require that uniforms be worn on the premises identifying that the person works for the Contractor. The Contractor's name shall be clearly visible at all times. Uniforms are to be furnished at the Contractor's expense. Uniform style must be approved by UAH's Director of Custodial Service in advance.
- 3.8 The Contractor shall provide and maintain a monthly staffing report that includes: Turnover %, termination, hiring, and FTE count. This report shall be given to the Director of Custodial Services monthly. The contractor should have a goal of 30% or less turnover annually.
- 3.9 The Contractor shall pay a fair market hourly wage to Custodial Employees based upon the Huntsville City market. A report of the market analysis, wage rates, and proposed organizational chart with wage rates is to be furnished in the bid.

4.0 PERFORMANCE

- 4.1 The Contractor shall provide APPA cleaning level 1, 2 or 3 (as determined on Exhibit 1) quality custodial workmanship in every respect. The Contractor is responsible to manage the work performance and deliver consistent cleaning services to UAH. Work shall be subject to the inspection and satisfaction of UAH's Facilities Management, who must safeguard the best interests of UAH. Contractor will be paid only for services that are satisfactorily completed per this statement of work and to UAH's standards.
- 4.2 The Contractor is responsible to provide all custodial services prior to and during each UAH workday regardless of Contractor's holiday schedule including partial shifts. The Contractor shall review UAH's holiday schedule and request UAH's Facilities management to approve same holiday.
- 4.3 The Contractor shall perform all work in a manner so that UAH's business operations are not disrupted or negatively impacted.
- 4.4 Work surface and lab bench equipment, documents, products, and personal items shall not be touched and/or moved.
- 4.5 The Contractor shall secure UAH's premises and property upon completion of the work in any single area. Contractor shall close doors and turn off interior lights to each unoccupied room after cleaning. The Contractor is responsible for following the UAH key policy for

issuance and return of keys. This policy is found in Exhibit 1. Some rooms/labs are kept locked with closed doors and shall not be entered and cleaned without advance approval from UAH Facilities Management. These rooms/labs will be notated and given to the contractor.

- 4.6 The Contractor is required to notify UAH Facilities of any and all furniture, fixture, property or equipment damaged or found damaged on a daily basis.
- 4.7 Contractor must comply with all UAH, local, state, and federal codes and laws including immigration, EEOC, and OSHA regulations.
- 4.8 Contractor must train, equip and supervise their employees in the proper use of personal protective equipment to prevent injury and cross-contamination.
- 4.9 UAH is in the process of establishing periodic cleaning schedules via its computerized work order system and will issue individual work orders to the Contractor for them to perform these periodic tasks. Periodic tasks are defined as those which shall be done by the Contractor on a monthly or greater basis. Periodic task frequency and work order issuance will be determined by UAH Facilities and sent to the Contractor via email. Work orders will contain information such as scope of work, targeted completion date, internal customer contact name and phone #, work location, and special instructions.
- 4.10 The Contractor shall promptly submit a completion status of each and every work order back to UAH's Work Order Desk. The UAH Work Order desk will notify our internal customer of task completion and close the work order in our system. UAH can provide the Contractor an open and/or closed work order report, as needed, for work tracking purposes.
- 4.11 Contractor on-site supervision shall communicate with UAH's Director of Custodial Services regularly and often. Contractor management and project supervisor shall meet monthly with UAH's Custodial Director and Custodial Supervision to review overall cleaning service quality, performance, and strengthen partnership.
- 4.12 The Contractor must be able to provide staffing to perform special project and detail cleaning tasks as requested by UAH Facilities management.
- 4.13 The Contractor shall handle and transfer all waste, including recycled products and some universal hazardous waste (light bulbs, batteries, etc.) from work areas into the appropriate trash bins/dumpsters and containers. UAH provides a set of four different types of trash and recycle bins adjacent to each building. The four types of bins are: Single Stream Recycle Bin, Single Stream Recycle Dumpster, Trash Bin, and Trash Dumpster. A map of waste and recycle bins will be provided.
- 4.14 While performing cleaning tasks, the Supplier's personnel should be trained and directed to routinely search for and report any and all facility deficiencies to UAH Work Order Desk. These deficiencies include light bulb outages, water leaks, pest control, broken and loose fixtures, damaged flooring, and broken dispensers.
- 4.15 Contractor employees shall not talk on a telephone or engage in long conversations with co-workers or employees while on duty or performing work tasks.

5.0 NIGHTLY AND WEEKLY SERVICES

5.1 NIGHTLY

The following services are to be completed NIGHTLY on all floors Monday- Friday starting promptly at 4:00 p.m. and ending by 5:00 a.m. or sooner except as otherwise approved by UAH in writing:

5.1.1 OFFICES

- a. Empty trash containers and replace plastic liner. Wipe clean if needed. Return containers to original location

5.1.2 CONFERENCE /MEETING ROOMS

- a. Empty trash containers and replace plastic liner. Wipe clean if needed. Return containers to original location
- b. Vacuum carpet and return furnishings to standard set-up
- c. Spot clean carpet with water and rag
- d. Vacuum and wet mop VCT flooring
- e. Clean and dry all tabletops and countertops

5.1.3 ENTRANCES, LOBBIES, AND CORRIDORS

- a. Empty trash containers. Wipe clean. Replace plastic liners. Return to proper locations.
- b. Spot clean carpet and rugs with water and rag
- c. Spot clean walls, doors, and kick plates
- d. Spot clean glass windows with microfiber clothes
- e. Dust lobby furniture and table tops
- f. Clean and sanitize drinking water fountains
- g. Vacuum carpet and floor mats. Return furnishings to original position.
- h. Spot clean all VCT to remove stains, scuffs, and soil
- i. Sanitize lobby table and employee break wall-mount telephones
- j. Adjust window blinds to synchronize openings and heights

5.1.4 RESTROOMS AND LOCKER ROOMS

- a. Detail clean: wash, disinfect, and dry commodes, urinals, sinks, and countertops.
- b. Empty waste receptacles and disinfect. Replace plastic liners and wipe clean as needed.
- c. Clean mirrors with microfiber cloth.
- d. Clean and disinfect wet walls, doors, stall partitions up to arm's reach
- e. Vacuum or sweep then wet mop/disinfect tile floors.

5.1.5 LABORATORIES

- a. Empty waste receptacles, replace plastic liners, wipe clean if needed, and return to proper location.
- b. Spot clean VCT flooring

5.1.6 WAREHOUSES

- a. Empty waste receptacles, replace plastic liners, wipe clean if needed, and return to original location

5.1.7 ELEVATORS

- a. Vacuum door saddles, tracks, and flooring
- b. Spot clean all granite and VCT flooring
- c. Spot clean walls and doors then dry shine polished metal

5.1.8 CAFES, BREAK ROOMS, AND KITCHENETTES*

- a. Empty trash containers, replace plastic liners, wipe clean if needed, and return to proper location.
- b. Vacuum carpet and return furnishings to proper standard set-up.
- c. Spot clean carpet with damp cloth and/or hot water extraction
- d. Vacuum and wet mop all VCT flooring
- e. Spot clean walls, glass windows, partitions and doors
- f. Wash, disinfect, and dry tables, sinks, and countertops
- g. Wash coffee pots with soap and water
- h. Restock, clean and organize paper towels, napkins, and coffee supplies
- i. Wash and dry microwave ovens inside and out including counter underneath.
- j. Wipe down refrigerators

*This excludes CTC Cafeteria, this is maintained by Sodexo

5.1.9 OUTSIDE ENTRANCE

- a. Empty trash containers. Wipe clean. Replace plastic liners. Return receptacles to proper locations.
- b. Remove vestibule litter and vacuum all doorway floor mats
- c. Remove litter and cobwebs from walkway light fixtures and sitting areas

5.1.10 DOCK AND DUMPSTER AREAS

- a. Keep dumpsters closed and secured
- b. Sweep stair landing and steps
- c. UAH Personnel will keep dumpster areas clean

5.1.11 GYMNASIUM AND WEIGHT ROOMS

- a. Empty trash containers, replace plastic liners, wipe clean if needed, and return to proper location.
- b. Vacuum carpet and return furnishings to proper standard set-up.
- c. Spot clean carpet with damp cloth and/or hot water extraction
- d. Vacuum and wet mop all VCT flooring
- e. Spot clean walls, glass windows, partitions and doors

5.2 WEEKLY SERVICES

The following services are to be completed weekly on all floors between the hours of 4:00 p.m. - 5:00 a.m. except as otherwise approved by UAH director of Custodial Services in writing.

5.2.1 OFFICES

- a. Vacuum carpet wall-to-wall
- b. Spot clean carpet with water and rag
- c. Spot clean walls, light switch, and doors

5.2.2 CORRIDORS AND ELEVATORS

- a. Dust all horizontal surfaces including baseboards, molding, and furniture
- b. Scrub or damp mop all granite tile and dry buff to remove water spots

5.2.3 CONFERENCE /MEETING ROOMS

- a. Dust all exposed horizontal surfaces
- b. Spot clean walls, glass partitions, doors, and kick plates

5.2.4 KITCHENETTES and COPIER ROOMS

- a. Vacuum and damp mop VCT flooring
- b. Clean out refrigerators per posted procedure

5.2.5 LABORATORIES

- a. Vacuum and damp mop VCT flooring
- b. Spot clean walls, light switches, and door handles

5.2.6 RESTROOMS

- a. Scrub and disinfect shower stalls
- b. Clean and disinfect shower curtains. Close curtains to dry.
- c. Clean all wood doors, both sides, with soft cloth and wood safe cleaner.

5.2.7 STAIRWELLS

- a. Vacuum and wet mop all stairwell treads and remove scuffs
- b. Dust all horizontal surfaces including baseboards, ledges, wall-mounted fixtures, and banisters

5.2.8 SPH FITNESS CENTER

- a. Disinfect workout equipment & free weights
- b. Clean all mirrors
- c. Empty all trash and recycling containers and take to designated areas, replace liners
- d. Sweep and mop floor
- e. Vacuum carpet

6.0 MONTHLY, SEMI-ANNUAL, AND ANNUAL SERVICES

The Contractor shall provide suggested monthly, semi-annual, and annual services to keep appearances to the required APPA levels and performance goals.

CLASSROOMS/LABS

- a. MONTHLY
Remove bugs from light fixtures
- b. SEMI-ANNUAL
Scrub and recoat VCT floors
- c. ANNUAL
Extract carpet

LOBBY, COMMON AREA, LOUNGE CORRIDORS AND VENDING AREAS

- a. MONTHLY
Remove bugs from light fixtures
- b. SEMI-ANNUAL
Machine scrub and recoat VCT floors
- c. ANNUAL
Extract Carpet

BREAKROOMS/KITCHENS/CAFETERIAS

- a. MONTHLY
Buff VCT floors
- b. SEMI-ANNUAL
Machine scrub and recoat VCT floors
- c. ANNUAL
Extract carpet

CONFERENCE ROOMS

- a. MONTHLY
Dust blinds
Spray buff VCT
- b. SEMI-ANNUALLY
Vacuum upholstered furniture
Scrub and recoat VCT floor
- c. ANNUAL
Extract carpet

RESTROOMS

- a. MONTHLY
Wash and sanitize all walls and machine scrub floors
Remove bugs from light fixtures
- b. SEMI-ANNUAL
Scrub floor (recoat as needed)

LOCKER ROOMS (SPH)

SEMI-ANNUAL

Machine wash shower stalls and floors

FITNESS CENTER (SPR)

Monthly
Scrub open floor areas

STAIRWELLS

Monthly
Scrub steps and landings

SUPPLY ROOMS AND CLOSETS

SEMI-ANNUALLY
Clean vents/light fixtures
Wash walls
Wash shelves and sinks

7.0 WEEKEND SERVICES

The Contractor shall provide supervised weekend cleaners every Saturday and Sunday from 8:00 a.m. to 7:00 p.m. to perform the following duties at Charger Union (CGU) and Conference Training Center (CTC).

1. Clean and restock restrooms twice daily on all floors, mid-morning and mid-afternoon. CTC restrooms cleaned before and after Breakfast and Lunch. CGU Theater cleaned before 9am.
2. Spill clean-up
3. Vending and break area cleaning and re-stocking
4. Wipe down tables and chairs at CGU ONLY, CTC Tables are responsibility of Sodexo.
5. Dust mop and spot clean corridors and elevators
6. Empty exterior trash and Replace liners and wipe clean.
7. Empty interior trash receptacles and carts twice daily and replace liners.
8. Clean glass at entrances and vestibules.

8.0 EVENT SCHEDULING

1. Have adequate staffing to support evening and weekend events on campus
2. Ensure on-site supervision is available for large-scale events
Examples of events: Table and Chair set up and take down, banquets, meeting lunch/dinner clean up, etc. Contractor will be given a scope of work of scheduled event for quote.
**NOTE: After hours event support is considered out of scope, and an hourly rate will be requested on the pricing portion of this document.

9.0 REPORTING

The Contractor must provide various management reports to The University of Alabama Huntsville. The reports specified below represent the minimum reporting requirements. All reports shall be submitted to the Director of Custodial Services.

DAILY

- Communicate all events and issues to UAH Facilities and other designated UAH personnel, including: attendance, injuries, damages (i.e.: missing items/furniture, broken furniture, torn carpets, stair treads, broken dispensers, etc.), security, building intruders, etc. The employees of the Contractor shall be responsible to immediately notify UAH Police of any inappropriate or illegal activities that they witness while on campus.

MONTHLY

- Current staffing information, indicating employee names, shift times, position titles and areas of responsibility
- Month-to-date actual hours worked and associated payroll and payroll-related costs
- Quality inspection scores, including:
 - Overall monthly average score (KPI)
 - Scores per area type and/or floor
 - Corrective action plans and follow-up results
 - Quality trend reports

QUARTERLY

- A dashboard report indicating high-level KPI's and data. For example: quality control scores (overall and by group), supply purchase amounts and/or KPI's, training hours, and open action items
- A copy of the equipment, consumables and chemical logs, illustrating:
 - Current YTD breakout % of sustainable vs. non-sustainable items (indicate cost and quantity subtotals)
 - Costs for the month, and costs YTD
 - Equipment purchases/repairs
 - Up-to-date chemical/equipment list
- Training logs, indicating topics covered and hours per employee
- Project Schedule ("Cycle Report"): 12/4/3/2/1 (frequencies per year) cycle task schedule to be updated weekly showing completed tasks. Project schedule reports not received will indicate that work was not completed
- Contractor shall provide a report summarizing the status of open special projects / cleaning duties and restorative cleaning tasks

ANNUAL VENDOR REVIEW

Contractor shall provide UAH with:

- Review of all KPI's
- Status of the Contractor's major cleaning activities and projects
- Cost saving and process enhancement opportunities
- Industry trends and outlook

**Exhibit A
Bid Sheet**

**UAH Campus Custodial Services
P00228**

			GSF	Estimated Cleanable SF	Price Per Month	Price Per SF	Floor Work Average price per SF
	3-Letter Abbreviation	BUILDING NAME					
1	MOR	MORTON HALL					
2	VBH	VBRH (Research Inst)					
3	LIB	LIBRARY PHASE I, II & III					
4	WIL	HAROLD J. WILSON HALL					
5	ROB	FRANCIS C. ROBERTS HALL					
6	UGG	UNION GROVE GALLERY					
7	JRC	JOHNSON RESEARCH CENTER					
8	NUR	NURSING BUILDING					
9	SPR	SPRAGINS HALL					
10	CRB	CENTRAL RECEIVING					
12	PPB	PHYSICAL PLANT BUILDING					
13	CTC	CONFERENCE TRAINING CENTER					
14	ENG	ENGINEERING BUILDING					
15	BSB	BUSINESS SERVICES BUILDING					
16	BAB	BUSINESS ADMINISTRATION BUILDING					
17	CPB	CENTRAL PLANT BUILDING					
18	MSB	MATERIALS SCIENCE BUILDING					
19	OPB	OPTICS BUILDING					
20	OKT	TECHNOLOGY HALL					
21	CRH	CRAMER HALL					
22	SKH	SHELBY KING HALL					
23	SST	SHELBY CENTER					
24	LOW	LOWE HOUSE					
25	IMF	INTERMODAL POLICE STATION					
26	CGV	CHARGER UNION					
27	SWI	SWIRLL					
30	CGP	CHARGER PARK II PRESSBOX # 2					
31	SSB	STUDENT SERVICES BUILDING					
33	DDC	INVENTION TO INNOVATION CENTER I2C					
35	LRH	WLRH RADIO CENTER					
		GRAND TOTAL					

Exhibit B

UAH Campus Buildings July 2020

BLDG #	BLDG_ABB	Building_Name	Street_Address	GSF	Year Built	Last Major Renovation	RSF	Install Yr	NASF
1	MOR	Morton Hall	1310 Ben Graves Drive	100,000	1961	2020			43879
2	VBH	VBRH (Research Institute)	1101 John Wright Drive	75,488	1964	1987	66500	2002	51396
10		ANNEX-B (Computer Science)	1101 John Wright Drive	1,408	1967	0	0		1276
12		ANNEX-D (JRC & R.I)	1101 John Wright Drive	2,816	1967	0	0		1659
14	LIB	Library	4700 Holmes Avenue	105,880	1969	2001	10800	2016	68274
15	WIL	Wilson Hall	900 Ben Graves Drive	96,602	1969	2010	25000		61909
17	ROB	Roberts Hall	1510 Ben Graves Drive	45,735	1971	2010	16200	2013	29194
29	JRC	Johnson Research Center	1030 John Wright Drive	14,000	1975	0	15000	1999	11334
30	NUR	Nursing Building	1610 Ben Graves Drive	90,640	1976	2014	12100	2017	40982
31	SPR	Spragins Hall	1601 Ben Graves Drive	76,880	1977	2003	44800	2015	51494
32	CRB	Central Receiving	1020 John Wright Drive	8,800	1977	0	0		8476
33		Central Receiving Annex	1020 John Wright Drive	1,432	1977	0	0		1344
58	PPB	Physical Plant Building	1000 John Wright Drive	18,449	1981	2009	18449		13500
61	CTC	Conference Training Center	1410 Ben Graves Drive	87,159	1969	2008	0		58624
62	ENG	Engineering Building	600 Lakeside Drive	97,925	1984	1998	47600	2017	64211
64	LRH	WLRH Radio Center	1040 John Wright Drive	4,908	1988	1997	0		3763
72	BSB	Business Services Building	1050 John Wright Drive	7,575	1990	1997	6000	2005	4154
75	BAB	Business Administration Building	800 Ben Graves Drive	76,000	1990	0	30100	2001	44787
80	CPB	Central Plant Building	520 Lakeside Drive	7,021	1991	2007	0		
81	MSB	Material Science Building	971 John Wright Drive	89,086	1991	2002	30000	2001	
82	OPB	Optics Building	901 John Wright Drive	113,500	1991	0	52500	2004	
89	OKT	Olin B. King	5000 Technology	177,043	1962	2002	48300	1997	0

		Technology Hall	Drive						
91	CRH	Cramer Hall	320 Sparkman Drive	205,893	1989	2002	57484		126812
99	SKH	Shelbie King Hall	188 Sparkman Drive	65,000	2004	0	0		
109	SST	Shelby Center	1255 John Wright Drive	207,654	2007	0	37809		
111	IMF	Intermodal	501 John Wright Drive	180,686	2008	0	0		
114	CGU	Charger Union	4705 Holmes Avenue	101,033	2013	0	50400	2013	
115	SWI	SWIRLL	4801 Bradford Drive	17,528	2014	0	0		
135	SSB	Student Services Building	1201 John Wright Drive	107,616	2016	0	0		
171	DDC	Invention to Innovation Center I2C	850 Ben Graves Dr	46,564	2019	0	25000	2019	23553
			Total Gross Square Footage	2,230,321					

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE KEYS & BUILDING ACCESS CARDS POLICY Number 06.06.13

Keys needed by contractors or other non-University users must be authorized by Facilities & Operations, including authorized individual, firm name, and specific return date. All costs of key recovery or re-keying related to unreturned keys will be the responsibility of the firm to which the keys are issued, and final payment will not be made until the keys are cleared.

The individual to whom a key is issued is personally responsible for the use of said key until returned to Facilities & Operations. Individuals must personally sign for a key and shall not loan or transfer said key to another individual.

Complete Policy available at:
<https://www.uah.edu/images/administrative/facilities/facilities/accesscontrolpolicy.pdf>

Exhibit C Floor Plans available at the link below:

<https://drive.google.com/drive/folders/1IJMyJ3Mas-kZdLvr3gOA4GrIqsK4Nup4?usp=sharing>

Exhibit D

APPA Cleanliness Level Descriptions

APPA specifies five levels of cleanliness that many institutions, including colleges and universities, use to manage their cleaning efforts. What follows is a summary of APPA's five levels.

Level 1 Orderly Spotlessness:

Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no build-up in corners or along walls. All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Lights all work and fixtures are clean. Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate. Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

Level 2 Ordinary Tidiness:

Floors and base moldings shine and/or are bright and clean. There is no build-up in corners or along walls, but there can be up to two-day's worth of dust, dirt, stains, or streaks. All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observation. Lights all work and fixtures are clean. Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate. Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

Level 3 Casual Inattention:

Floors are swept or vacuumed clean, but upon close observation there can be stains. A build-up of dirt and/or floor finish in corners and along walls can be seen. There are dull spots and/or matted carpet in walking lanes. There are streaks or splashes on base molding. All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints. Lamps all work and fixtures are clean. Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

Level 4 Moderate Dinginess:

Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is a noticeable build-up of dirt and/or floor finish in corners and along walls. There is a dull path and/or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes. All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks. Lamp fixtures are dirty and some lamps (up to 5 percent) are burned out. Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash containers smell sour.

Level 5 Unkempt Neglect:

Floors and carpets are dull, dirty, dingy, scuffed, and/or matted. There is a conspicuous build-up of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast. All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, all of which will be difficult to remove. Lack of attention is obvious. Light fixtures are dirty with dust balls and flies. Many lamps (more than 5 percent) are burned out. Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.

Exhibit E



General Terms and Conditions for This Proposal

Access to Facilities

The Contractor and its employees or agents shall have the right to use only those facilities of the University that are necessary to its performance of services under this Contract and shall have no right of access to any other facilities of the University. Sidewalks, entrances, passageways, stairways, and corridors shall not be obstructed by the Contractor or used for any purpose other than ingress and egress to and from the University's premises under the Contractor's control.

Hold Harmless Clause

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

Permits, Licenses, Taxes and Certificate of Authority

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

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

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

Applicable Law

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

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

The vendor agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to this Contract, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, handicap or disability. The equal opportunity clause required under Executive Order 11246 date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964" and regulations issued there under are made a part of this Contract by reference.

Assignment

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

Proposal Bond:

Proposals must be accompanied by a certified or cashiers check or Proposal bond in the amount not less than five percent (5%) of base proposal or not to exceed \$10,000.00.

Performance Bond:

A Performance Bond in the full amount of the award will be required from the successful vendor within 10 working days from Notice of Award.

Insurance Obligations Including Worker's Compensation and Comprehensive General Liability

The vendor shall maintain in force at all times during the term of this Agreement, with responsible insurance carriers, the following insurance: (a) workmen's compensation insurance, to the extent coverage is required by law for the Contractor, in the amount of the statutory limits; (b) public liability insurance in the amount of \$1 million; and (c) automobile liability insurance, if the use of an automobile by the Vendor is involved in or related to its performance under this contract. The vendor shall provide a Certificate of Insurance to the University with respect to one (1) or more of the foregoing coverage's. The University shall be made an additional insured on any of such policies of insurance.

Warranty Period

Include a copy of your materials warranty; clearly state the length of the warranty for both labor and materials.

Contract Cancellation

If the vendor fails to fulfill its contract obligations, the University may give the vendor written notice of its failure to perform, and if the vendor fails to correct the default within two (2) days, the University, by written notice, may terminate the contract after an additional two (2) days.

Codes and Standards

The successful vendor must perform all work under the current codes and standards that are applicable, such as, but not limited to: American Standards Association, National Bureau of Standards, ADA, American National Standards Institute, etc. and any federal and local codes and ordinances.

University Name – Limitations on Use

The vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of the University's Vice President for Finance and Administration. However, the vendor shall be allowed to include the University on its routine client list for matters of reference.

Non-Collusion

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

Proposals are Public Record

All proposals become a matter of public record at proposal award. The University accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.

Disclosure Statement

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

Certification Pursuant To Act No. 2006-557

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

Claims Any alleged claim against UAH for breach of this Contract or any other liability must be submitted to the Board of Adjustment of the State of Alabama, the exclusive means provided by the law of the State of Alabama for bringing a claim against a state agency.

Compliance with Law With respect to all activities carried out under this Contract and/or on UAH premises, The Contractor shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over such activities.

Consent Wherever in this Contract the consent or approval of a party is required or permitted, such consent or approval shall be in writing and shall be executed by an officer or agent of the party duly authorized to take such action. If a party fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

Conduct on Premises

- (a) The Contractor agrees that all persons working for and on behalf of it whose duties bring them upon the University's premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University's officers.
- (b) The Contractor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damage to property located on University premises caused by its employees and agents. Accordingly, the Contractor shall promptly repair, to the specifications of the University's Director of Building Maintenance and Construction, any damage that it, or its employees or agents may cause to the University's premises or equipment. On the Contractors failure to do so, the University may repair such damage and the Contractor shall reimburse the University promptly for the cost of repair.
- (c) The Contractor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Contractor will immediately notify University officials and thereafter furnish a full written report of such accident.

Contract Cancellation

If the vendor fails to fulfill its contract obligations, the University may give the vendor written notice of its failure to perform, and if the vendor fails to correct the default within five (5) days, the University, by written notice, may terminate the contract after an additional five (5) days.

Codes and Standards

The successful vendor must perform all work under the current codes and standards that are applicable, such as, but not limited to: American Standards Association, National Bureau of Standards, Americans with Disabilities Act, American National Standards Institute, etc. and any federal and local codes and ordinances.

Default of Contractor

Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess

of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting contractor will be considered.

Disclosure Statement

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

Encumbrances The Contractor shall at all times keep UAH free and clear from all encumbrances and liens asserted against or on account of it or its employees and/or agents, by any person, firm, or corporation for any reason whatsoever. If any such lien shall at any time be filed against UAH's premises, and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the UAH may, but shall not be obligated to, discharge the same. All costs and expenses (including attorney's fees) incurred by UAH in discharging the lien shall either be deducted from any payments due the Contractor or be paid by the Contractor directly to UAH.

Ethics Certification The Contractor hereby certifies that it's entering into or performance of this Contract will not violate any provision of the Alabama Ethics Act.

Force Majeure

The Contractor shall notify the University promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. Neither party shall not be liable for delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of god, government action, etc., but it will be liable for all other delay, including specifically that caused by its own fault or negligence.

Hold Harmless Clause

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

Insurance Obligations Including Worker's Compensation and Comprehensive General Liability

The vendor shall maintain in force at all times during the term of this Agreement, with responsible insurance carriers, the following insurance: (a) workmen's compensation insurance, to the extent coverage is required by law for the Contractor, in the amount of the statutory limits; (b) public liability insurance in the amount of \$1 million; and (c) automobile liability insurance, if the use of an automobile by the Vendor is involved in or related to its performance under this contract. The vendor shall provide a Certificate of Insurance to the University with respect to one (1) or more of the foregoing coverage's. The University shall be made an additional insured on any of such policies of insurance.

The successful bidder will be responsible for all insurance and benefit regulations covering the employees engaged in this project. The successful bidder shall file, with Procurement Services of the University of Alabama in Huntsville, in duplicate, a certificate or certificates issued by a company licensed to transact business within the state of Alabama, stating that policies are maintained providing the insurance protection described below. The policy must be filed within 10 working days of verbal notification by The University of Alabama in Huntsville of intent to issue a purchase order. Each policy must contain a requirement that in the event of change or cancellation, written notice be sent by mail to Purchasing

Services of the University, referencing the proposal number, within ten (10) days and each must contain a provision waiving any rights of subrogation against the University of Alabama in Huntsville, which might arise by reason of payment under the policies. The coverage must meet the following requirements:

The amounts of such insurance shall not be less than the following:

A. Workmen's Compensation and Employer's Liability:	\$ statutory
B. Comprehensive General Liability Insurance:	
General Aggregate:	\$ 2,000,000
Products Completed Operations Aggregate:	\$ 2,000,000
Personal and Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000
C. Automobile and Truck Liability, Bodily Injury and Property Damage:	\$ statutory

Interest of Contractor The Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no such person having such interest shall be employed or engaged.

Loss of Contractor's Property

The University shall have no responsibility for the loss, theft, or mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the Contractor or its employees or agents.

Non-Collusion

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

Notices Any notice required under this Contract shall be in writing and shall be given by certified mail, return receipt requested, addressed as follows: if to UAH, to the attention of the department representative, The University of Alabama in Huntsville, Huntsville, Alabama 35899; if to the Contractor, to the address shown on the Contract for Professional Service. The name and address to which mailings shall be made may be changed from time to time by a notice mailed as set forth above.

Ownership of Material

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

Permits, Licenses, Taxes and Certificate of Authority

The vendor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and it shall post or display in a prominent place such permits and/or notices as are required by law. The vendor must include with their proposal a certification of authority to conduct business in the State of Alabama. The vendor shall be responsible for and pay when due any and all taxes and assessments arising out of the operation including, but not limited to, payroll taxes (including all deductions of employees) and income taxes. The vendor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

Public Record

All proposals become a matter of public record at proposal award. The University accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.

Questions

Any questions concerning the UAH Campus Custodial Services Proposal should be submitted via UAH Vendor Registry to Proposal number (subject: _P00226_____ Proposal). Written replies of general significance will be forwarded to all vendors invited under this request.

Rejection of Proposals

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

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

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

Technicalities or minor irregularities in a Contractor's proposal which may be waived, when the University determines that it will be in the University's best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this Request for Proposals and having a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Contractors. The University may either give a Contractor an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to the University to do so.

Remedies All parties' remedies and rights contained in this Contract shall be cumulative and shall not be in limitation of any other right or remedy which the parties may have.

Representation and Warranties The Contractor covenants that all action required on its part has been taken to authorize and empower it to enter into and perform this Contract and that it has and will continue to have throughout the term of this Contract the full right to perform its obligations hereunder. The Contractor further represents that there are no prior or existing contractual commitments that would prevent it from entering into this Contract or from conducting the activities and carrying out the duties and obligations provided for hereunder.

Restrictions On Communications with University Staff: From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the proposal with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Procurement Services representative, any University Procurement Official representing the University administration, or others authorized in writing by the Procurement Office and
- University Representatives during Bidder presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder's response to this Solicitation.

Revisions to the Request for Proposal

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, written revisions will be posted by Procurement Services on our website at <http://uah.edu/business-services/vendors/bid-opportunities>. Scroll down and click on the proposal number.

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

State of Alabama Immigration Law: Pursuant to the State of Alabama Immigration Law, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Survival of Terms All covenants, representations, and warranties of the Contractor contained in this Contract shall survive the termination or expiration of this Contract whenever necessary to carry out the reasonably intended purpose thereof.

Unenforceable Provision If any provision of this Contract, as applied to any party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this contract or the validity or enforceability of the Contract as a whole.

University Name – Limitations on Use

The vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of the University’s Vice President for Finance and Administration. However, the vendor shall be allowed to include the University on its routine client list for matters of reference.

Waiver The failure of any party to assert a right hereunder or to insist upon compliance with any term or condition of this Contract shall not constitute a waiver of that right, term, or condition nor excuse a similar subsequent failure to perform any such term or condition.

Warranty Period

Include a copy of your materials warranty; clearly state the length of the warranty for both labor and materials.

The University of Alabama in Huntsville reserves the right to renew this contract for five additional one-year periods. The price for the five (5) successive one year periods shall be as follows:

August, 2021 through August, 2022 the price will be: _____% of previous years’ prices

August, 2022 through August, 2023 the price will be: _____% of previous years’ prices

August, 2023 through August, 2024 the price will be: _____% of previous years’ prices

August, 2024 through August, 2025 the price will be: _____% of previous years’ prices

August, 2025 through August, 2026 the price will be: _____% of previous years’ prices

Date

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

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

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

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

Certification Pursuant To Act No. 2006-557

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

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SIGNATURE

DATE

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

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

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

State of Alabama Immigration Law

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

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

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

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

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

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



CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

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

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE



THE UNIVERSITY of
ALABAMA SYSTEM

VENDOR DISCLOSURE STATEMENT

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

Definitions

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

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

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

Entity Name:

Individual Name:

Title:

Address Line 1:

Address Line 2:

City, State, Zip:

Telephone:

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

3. Describe the proposed Agreement:

Goods and services to be provided:

Grant or proposal number (if applicable):

Amount or anticipated amount:

Term:

Is the proposed Agreement the result of a competitive or proposal bid process?

___Yes ___No

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

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

Entity Providing Goods or Services: Campus
and Department:

Type of Goods/Services:

Amount Received:

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement. An option to attach additional documents will be provided at the end of this form.

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

_____Yes _____No

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

_____Yes _____No

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

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

If you need to provide further information regarding UAS employees, Trustees, or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement. An option to attach additional documents will be provided at the end of this form.

7. **Have any paid consultants and/or lobbyists assisted in obtaining the proposed Agreement?** Yes No
If yes, please provide the following information for each consultant or lobbyist.

Name:

Address:

Name:

Address:

If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement. An option to attach additional documents will be provided at the end of this form.

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

9. **Do you need to attach an addendum?** Yes No
Select "Yes" to upload attachments to provide additional answers for any of the previous questions above.

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

Signature

Date