

Alabama A&M University



Campus Television Services

Request for Proposal (RFP) – 2K18-02B

IMPORTANT DATES

- | | |
|---------------------------------------|-----------------------------|
| 1. RFP Release Date: | October 10, 2017 |
| 2. Pre-Proposal Meeting: | November 2, 2017 |
| 3. Deadline for Submitting Questions: | November 30, 2017 |
| 4. Responses to Questions Distributed | as the questions are issued |
| 5. Deadline for Submitting Proposals: | December 1, 2017 |
| 6. Bid Award | December 5, 2017 |

NOTICE FOR PROPOSERS**A. MANDATORY PRE-PROPOSAL MEETING**

A pre-proposal conference with a subsequent site walkthrough will be held at the Morrison Building, Room 209 from 9:00 A.M. to 12:00 P.M. on Thursday, November 2, 2017. The purpose of this pre-proposal conference is to review the RFP process and proposal requirements, and answer any questions, with respect to the requirements and execution of the RFP. **NOTE: Clarifying responses provided verbally at the pre-proposal meeting shall not be considered official. If an addendum is deemed necessary, one will be released and made available to all parties.** One representative from each participating vendor must be present at the pre-proposal meeting in order to be deemed responsive to participate in this Request for Proposal.

B. ATTENDANCE

Attendance at the pre-proposal meeting is **mandatory**. Proposals will only be accepted from those Proposers who are represented at the meeting. Attendance will be evidenced by each representative's signature on the attendance roster.

C. QUESTIONS, INQUIRIES, OR REQUESTS FOR CLARIFICATION

Any explanation desired by any Proposer regarding the meaning or interpretation of this RFP, Scope of Work, Technical Specifications, and other solicitation documents must be submitted to Timothy Thornton, Director of Purchasing, via Vendor Registry no later than the Deadline for Submitting Questions reflected on the cover page of this RFP. Vendor Registry can be accessed via this link <https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=55df4993-1fea-423e-a2af-7d0075907669> where Proposers should ask all clarifying questions. This method allows for open disclosure of questions and answers for all Proposers to reference at any time throughout the bidding process.

Questions and answers will be posted on the Purchasing website through Vendor Registry. Oral responses provided by the University at the pre-proposal meeting shall not be considered official until posted on the website.

It shall be the obligation of the Proposer to exercise due diligence to discover and to bring to the attention of the University, at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical, pricing, or contractual provisions in this RFP.

D. SITE INSPECTION

University facilities are open for scheduled inspection by Proposers and the Proposer retains sole responsibility in ensuring the proper assessment of these facilities and the resources required to perform satisfactorily within this environment.

INTRODUCTION

Purpose, Background, & Vision

Alabama A&M University is soliciting proposals from television service providers to develop a Television Services Plan for the institution. The campus planning process is to be comprehensive, encompassing all land and facilities at the University campus in Normal, Alabama. The planning process is to be integrated with University's Mission, Values, and Expectations. The planning process is to be inclusive, incorporating the input of a variety of internal and external constituencies. The planning process is to be data-driven, relying on a thorough analysis of the University's existing land and facilities, followed by the specific targeting of space needs and other opportunities for development throughout the campus.

Alabama A&M University seeks to leverage this RFP to accomplish more than provide standard television services to the institution. Alabama A&M University has the desire to upgrade its existing Digital Cable Television Plan to Internet Protocol Television (IPTV) and establish campus-wide Wi-Fi services. In order to do so, there must be a major overhaul of Alabama A&M University's current network infrastructure. Currently, Alabama A&M University's fiber has a 1 GB capacity, which is not suitable for IPTV. The awarded vendor must upgrade the network infrastructure, providing 10 to 100 GB Ethernet capacity over IP. Doing so, also requires an upgrade over all wireless access points, an upgrade of all building network switches, and replacement of all current fiber with the 100 GB capacity fiber. The awarded vendor must have the capability to provide all necessary services in order to upgrade Alabama A&M University's network architecture and provide an IPTV solution.

The installation of Internet Protocol Television (IPTV) at Alabama A&M University will consistently provide quality services in the connectivity and availability of televised and streamed media for the University's populace. On-campus students will enjoy a wider variety of television services than they currently have with Digital Cable TV. These services include live television and media, time-shifted media, and video on demand. Time-shifted media will allow for students to replay television that was broadcast hours or days ago, thus helping students to enjoy their favorite shows at times most convenient for their busy schedules as they prioritize their academic pursuits above opportunities for leisure.

Although Alabama A&M University has the goal to upgrade its network architecture and install an IPTV solution, budgetary constraints must always be considered; and thus, Proposers must also bid as if Alabama A&M University is to continue using a Digital Cable Television service provider. Each Proposer's Proposal Form for the IPTV installation must include an itemized list of the necessary commodities and services in order to establish the network architecture, design, and installation to bring 100 GB capacity and IPTV to the University. On a separate Proposal Form within this same RFP package, Proposers must also bid on the Digital Cable TV proposal even though IPTV is the preference. Bidders must also bid for a network architecture that integrates both RF and IPTV technologies to ensure connectivity for consumers at all times. In order for Proposers to be deemed responsive, Proposers must complete all three proposal forms. Please also note that the University reserves the right to install any portion of the services included in this RFP.

Bidders who have established joint purchasing agreements with the State of Alabama and/or another joint purchasing/cooperative agreement such as, the National Cooperative Purchasing Alliance (NCPA), E&I, National Joint Powers Alliance (NJPA), etc., should offer Alabama A&M University via this Request for Proposal prices for products and services equal to or less than what is offered through joint purchasing agreement.

SCHEDULE

The schedule for the development of the Campus Television Services Plan must be coordinated with Alabama A&M University's academic calendar, and major events such as commencement which may impact availability of key staff. The schedule for the Campus Television Services Plan also must be coordinated with the ongoing development of Alabama A&M's strategic vision led by its President and Board of Trustees.

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REQUIREMENTS TO BE UPHELD REGARDLESS OF IMPLEMENTATION PACKAGE SOUGHT

1. The purpose of this Request for Proposal (RFP) is to consolidate satellite programming through on a vendor to allow for the coordinated expansion of programming of the Telecommunications Center. Programming will be distributed to residence halls, office area, conference rooms, the football stadium, the health science center, the student center, the library, and other related areas owned and operated by Alabama A&M University.
2. The successful Vendor will supply programming on a demand basis on a per month basis. Areas not receiving satellite programming during specified portions of the year, such as a Residence Hall that is not occupied during the summer months, will not be charged for this time period. Any currently, unused or uninhabited buildings on campus will not be charged for satellite programming services since services will not be in in use.
3. It will be the responsibility of the successful vendor to coordinate all programming costs, licensing arrangements, copyright matters, and other details and to invoice Alabama A&M University on a monthly basis. The successful vendor is only allowed to pass along actual programming increases to occur on an annual basis.
4. The contract for television services and any auxiliary services, such as Wi-Fi, shall continue for three years for which Alabama A&M University shall have the option to extend the contract for two (2) additional one-year terms exercisable by the University. In the event the University elects to exercise any one or more of the said one-year options, the contractor shall be notified in writing at least ninety (90) days prior to the commencement of the additional one-year term involved subject to State statues. Contract renewals must be renewed upon the written consent of the President of Alabama A&M University.
5. ***Each Proposer must bid on each section of this RFP to include: Digital Cable Television as it is installed today, IPTV with Gigabit WAN providing Campus-wide Wi-Fi listed as itemized line items, and IPTV with Gigabit WAN providing Campus-wide Wi-Fi listed as itemized line items with RF Cabling serving as a trusted backup resource to ensure connectivity.***

Option 1: DIGITAL CABLE TELEVISION

PROJECT DESCRIPTION AND SCOPE FOR DIGITAL CABLE TELEVISION

1. It will be the responsibility of the successful Vendor to supply programming on a "tiered basis" as defined by the programming choices indicated in this proposal document. It is the intent of Alabama A&M University to provide programming on 3-T channels to be use for Alabama A&M University (Closed circuit campus TV) and 1 channel to be provide for community programming to keep the community connected to the university.
2. Alabama A&M University reserves the option of adding selected programming.
3. Alabama A&M University will supply cable drop numbers with building locations on a monthly basis. This information will be submitted the first of each month with adjusted invoicing amounts to occur at the first of the following month.

Alabama A&M University's Telecommunications Center will install, operate, and maintain all associated satellite receiving and distribution equipment and will be responsible for coordinating the installation of additional outlets (drops) with the successful vendor as defined by the details in this proposal document The RF outlets utilized as part of the headend monitoring and control system shall not be counted in determining the number of cable drops. This area will be located in the. Telecommunications Center - R.D. Morrison Fine Arts Center, on the campus of Alabama A&M University.

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

Vendor will maintain 24 hour, 7 day a week, and active customer service phone lines. The service number is to be answered by customer service representatives from 8 a.m. to 5 p.m. Monday through Friday. For service calls made after hours, weekends, and Holidays, this line is to be covered at minimum by an answering service which is instructed to relay any emergency service request to 24 hour "on-call" technicians.

All construction of "Plant and Distribution" trunk amplifiers, line extenders, and couplers, will consist of, at a minimum, 850 MHz PIII with 850 jacketed feeder cable.

Alabama A&M University reserves the option to distribute local educational channels, teleconferences, and other related material involving the operation of this institution. Alabama A&M University shall be responsible for material distributed over these channels.

Alabama A&M University reserves the option to distribute other satellite channels, or other areas not covered by the tier groups. In such cases, Alabama A&M University shall be responsible for licensing, copyright, and other legal matters concerning the associated distribution.

Alabama A&M University agrees to carry all programming sources covered by the tier on a full time basis and not to delete any portions of the programming unless distribution equipment failures occurs.

OPTION 1: Digital Cable TV Architecture Proposal Form



ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
 PURCHASING DEPARTMENT
 POST OFFICE BOX 1627
 305 PATTON HALL
 NORMAL, ALABAMA 35762
 TELEPHONE: (256) 372-5227

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY, PURCHASING DEPARTMENT, PATTON HALL, NORMAL, ALABAMA 35762. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

DATE / / BID NUMBER

RESPONSE DUE BY

/ /
 2:00 P.M.

REQUEST FOR FORMAL BID

WHEN USING FEDEX, UPS, OR ANY EXPRESS PACKAGING/SHIPPING, THE BID NUMBER MUST BE CLEARLY PRINTED ON THE AIR BILL.

CONTACT **Tim Thornton** PHONE **256 372-5227**

VENDOR NO. _____

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THE ABOVE BID NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE

| NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|-----|----------|------|-------------|------------|-----------|
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SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.
 I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

| | |
|--------------|--|
| TOTAL | |
|--------------|--|

SIGNATURE _____ DATE _____
 COMPANY REPRESENTATIVE *An affirmative action/equal opportunity institution*

**Option 2:
GIGABIT WAN,
MANAGED
Wi-Fi, & IPTV**

PROJECT DESCRIPTION AND SCOPE FOR Gigabit WAN, Managed Wi-Fi, & IPTV**Purpose**

To upgrade Alabama A&M University's Gigabit wide area network to support enhanced Internet connectivity and speeds, as well as managed Wi-Fi and IPTV services to the University's 3,000 residential students.

NOTE: There are three different network components and services outlined here.

- 1. Gigabit WAN:** The Gigabit WAN is the backbone network for the University, and improvements in Wi-Fi and streaming video are completely dependent on the strength of the Gigabit WAN infrastructure in place on the University's campus. The section below outlines the technical components that are needed to improve the University's network to support current and future services, including Wi-Fi and IPTV video services.
- 2. Managed Wi-Fi:** Managed Wi-Fi in the residence halls ensures that all residents have consistent, reliable Internet throughout the residence halls. As a managed Internet solution, all equipment is provided and support by the service provider, instead of the University.
- 3. IPTV:** IPTV allows on-campus residents to watch TV and movies on their terms, at the time and place that is convenient for them on the device of their choice. They can live-stream dozens of channels, record shows and programs, access on demand content, or upgrade to premium services. The IPTV section below outlines the technology needed to provide a streaming IPTV service to students living on campus, along with an overview of features available with IPTV

Gigabit Wide Area Network (WAN) Connectivity

To improve the University's existing network infrastructure, the University is seeking proposals for Gigabit Wide Area Network (WAN) connectivity.

As part of this Gigabit WAN infrastructure upgrade, the service provider must be able to adhere to the following requirements:

- Provider must be a Certified MEF Compliant carrier.
- Provider must be able to provide a Layer 2 transport network.
- Provider must be able to allow the University to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN).
- Provider must be able to provide bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 on the provider's Ethernet interface.
- Provider must be able to provide Virtual Local Area Network (VLAN) transparency enabling the University to implement their own VLANs without any coordination with Provider

- Provider must be able to offer bandwidth speeds -10Mbps, 100Mbps, 1Gbps or 10Gbps, and these speeds should be available in increments from 10Mbps to 10Gbps.

Each Proposer must complete a full site survey of the property to identify all factors that could impact network infrastructure improvements and development.

Managed Wi-Fi

Service Features

To ensure that residents have consistent and reliable wireless Internet throughout all University residence halls, a managed Internet should be considered. Wi-Fi should be delivered to residents through enterprise grade Wi-Fi access points professionally installed in each residence hall building and connected to the service provider's network. In addition, the following technical requirements should be included:

- Best in Class 802.11AC Wave 2 Dual-Band Access Points
- Ubiquitous Wi-Fi Access in the residence halls that provides for seamless roaming within the buildings
- Provide both wired and wireless Internet access to the residents.
- Proactive network service monitoring and assurance
- 24/7 customer support
- Provide guest access to the wireless network
- Robust End User Internet Speeds:
 - Wired network speed requirements to the in-unit data ports should be 100Mbps.

Technical Requirements

All Proposer's network designs should be based on the University-provided documentation (floor plan, unit count, unit dimensions, current wiring, etc.). Providers should use historical data and industry assumptions to develop this network design and pricing proposal. The University acknowledges that a full site survey at each location would be required for the Provider to determine the final scope and project pricing.

Wi-Fi networks should be designed to meet or exceed today's current wireless Internet standards for student housing as follows:

- All network equipment other than Wireless Access Points should be Gigabit rated
- All Wireless Access Points should be dual band 802.11ac or its successors
- Network should collect information of resident devices for CALEA compliance purposes
- Network should allow for Wi-Fi calling / offloading of cellular traffic
- Provide an administrative staff service management portal that includes the ability to view online registered users

- Provide a resident service management portal that includes the ability to manage personal connected devices

Provider should build their network designs on the following assumptions:

- Interconnectivity pathways (fiber cabling) exist between MDF and IDF closets in each building
- Provider can utilize the existing data cabling and this cabling is in good working order
- There is adequate space in each MDF and IDF location for necessary equipment placement
- Provider can utilize all existing MDF and IDF racks, and all racks are present and in good working order
- Pathways between each building are available for use to support the Wi-Fi network, as such pathways should be included in responses for Gigabit WAN network upgrade as part of this RFP
- AC electrical power exists in each MDF and IDF location
- MDF and IDF locations are environmentally controlled.

Architecture

- Heat maps should be created on a per floor basis to estimate a per Access Point (AP) count
 - Heat maps should show both the 2.4 GHz and 5 GHz spectrums
- All walls in the residence halls are constructed of cinder block.
- Hallway ceilings are drop ceiling with easy cable access.
- It is the provider's responsibility to do a full site survey to determine factors or design features that could impede or impact their ability to provide service.

Equipment

- New AP data drops should be installed utilizing cat5e or cat6 cabling
 - Ethernet cabling drops per AP should not exceed 150 feet from IDF to AP location
- D-Link Power Over Ethernet (PoE) switches should be installed in each IDF location
- All core electronics that are installed should be outlined in an attached Bill of Materials (BOM), including core switch, core router, and Uninterrupted Power Supply (UPS)

IPTV Services

Services Provided

Recognizing that students are increasingly turning to streaming video services to watch video programming, the University is interested in IPTV service proposals. To ensure that students living in the University's residence halls have access to superior video services, the following features should be included in IPTV service proposals:

- Ability for users to live stream TV on laptops, desktops, smart phones and tablets
- At least 75 live streaming channels available on the on-campus network, as well as live

streaming channels available at off-campus locations

- Access to on demand movies and TV content at no additional cost to users
- At least 20 hours of cloud DVR storage per user, with the ability to record more than one program at a time
- Ability for users to stream IPTV on any TV through the use of Roku or similar devices
- Ability for students to upgrade to additional premium services and international programming
- 24/7 managed support portal available online

The University requests that the provider deliver a dedicated Gigabit circuit for IPTV streaming service. The transport circuit for IPTV streaming service should interconnect into the University's core network for campus-wide access, including the University residence halls, as well as off-campus housing which the University may acquire and incorporate into University housing in the future.

It is recommended that the provider provision a private Internet eBGP peer routing solution using private ASN's. This will allow the connection to be private between the provider and the University.

If the service is cloud-based and requires joint authentication partnership through a Federated Sign-On Solution, all student university credentials for authentication must be securely protected. It is recommended that the provider work with the University to help integrate authentication platforms.

Programming Services:

Required Services:

1. Vendor shall provide an Emergency Alert System, along with all associated hardware/software and equipment necessary.
2. Programming will be provided for all Dwelling Units within the residence halls, academic and administrative facilities.
3. Alabama A&M University shall have the ability to change programming services with sixty (60) days written notice to Vendor.
4. Vendor shall handle all program licensing, including copyright fees, necessary to acquire television services for the campus. Alabama A&M University will select the mix of programming from all channel offerings available.
5. Vendor will have experience in providing television programming to colleges and universities across the United States on a bulk and individual subscription basis.
6. Vendor will provide on-line channel listing service in conjunction with all programming services.
7. HD programming should be delivered in 1080i resolution or a minimum of 720p when available.

8. Vendor to provide a listing of any additional programming that can be provided along with the associated costs of adding such programming.
9. Authentication capability for HBO Go and other over the top or similar type services.

IPTV capabilities:

- 1) End user experience
 - a) Provide a fully University branded experience. University's logo should be on all TV guides, splash screens, and University official colors should be utilized as applicable.
 - b) Support the following platforms:
 - i) Apple TV
 - ii) Amazon Fire TV
 - iii) Amazon Fire stick
 - iv) Roku 2.0 or above
 - v) iOS 8 or above
 - vi) Android 4 or above
 - vii) Mac OSX 10 or above
 - viii) Windows 7 or above
 - c) Full compliance with ADA and FCC rules regarding closed captioning must be met throughout the length of the contract.
- 2) Emergency Alert System integration (EAS)
 - a) Ability to integrate with EAS to take over programming, have a time out period, and then continue programming
 - b) Ability to potentially integrate with other media platforms like Digital Signage
- 3) Student programming

The University is seeking a partner who can provide a custom channel that collects University content, approves such content, and then distributes it across a channel within in the IPTV ecosystem. The service should also have the ability to tie into existing or new digital signage applications that can play HTML5 websites.

 - a) Provide a custom, University-branded web portal that hosts the following:
 - i) Current content displaying all approved content

- ii) Guidelines page displaying the framework for appropriate content
 - iii) Submissions page where users can input pertinent information such as:
 - (1) User name
 - (2) University email
 - (3) Event name
 - (4) Event start date and end date
 - (5) Submit files in any format
 - (6) Accept websites and YouTube videos
 - (7) Have hash tagging system
 - (8) Captcha code for security
 - b) Ability to collect, store, and distribute social media content
 - i) Collect social media from approved social media handles
 - ii) Collect social media from approved hash tags
 - c) Provide a service to curate content based on guidelines created with the University
 - i) Each collected or submitted content must be approved by the University and/or service provider
 - ii) Approvals should be based on various inputs provided by the University
 - d) Ability to geolocate content based on user preference
 - i) Geolocate content to various areas on campus such as Residence Halls and Athletic Buildings
 - e) Provide on-campus marketing strategy to drive student usage and engagement
- 4) End-to-end service provider
- a) It is the University's intent to have all services provided by one provider. While sub-contractors and partners are permitted, it is the University's preference to work with one sole-provider of all programming, IP technology, and servicing.
 - b) Provide one account manager to manage the service.
- 5) 24/7 USA based call center
Provide users access to a 24/7 call center, preferably operating in the USA. Call center should have phone, email and chat support.

OPTION 2: Gigabit WAN, WI-FI, & IPTV Architecture Proposal Form



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TOTAL

SIGNATURE _____ DATE _____
COMPANY REPRESENTATIVE *An affirmative action/equal opportunity institution*

Option 3:
GIGABIT WAN,
MANAGED Wi-
Fi, IPTV, & RF
COAXIAL
CABLING

PROJECT DESCRIPTION AND SCOPE FOR Gigabit WAN, Managed Wi-Fi, IPTV, & RF Coaxial Cabling

Purpose

Alabama A&M University seeks proposals from vendors providing provisioning of campus-wide television service delivery over coax and IPTV. The integration of both coax and IPTV will provide reliable service that is available to the campus community.

NOTE: There are four different network components and services outlined here.

- 1. Gigabit WAN:** The Gigabit WAN is the backbone network for the University, and improvements in Wi-Fi and streaming video are completely dependent on the strength of the Gigabit WAN infrastructure in place on the University's campus. The section below outlines the technical components that are needed to improve the University's network to support current and future services, including Wi-Fi and IPTV video services.
- 2. Managed Wi-Fi:** Managed Wi-Fi in the residence halls ensures that all residents have consistent, reliable Internet throughout the residence halls. As a managed Internet solution, all equipment is provided and support by the service provider, instead of the University.
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- 4. RF Coaxial Cabling:** RF Coaxial Cabling ensures end user connectivity and when run in parallel with IPTV creates an upgraded network architecture with a reliable and familiar platform to ensure project success.

Gigabit Wide Area Network (WAN) Connectivity

To improve the University's existing network infrastructure, the University is seeking proposals for Gigabit Wide Area Network (WAN) connectivity.

As part of this Gigabit WAN infrastructure upgrade, the service provider must be able to adhere to the following requirements:

- Provider must be a Certified MEF Compliant carrier.
- Provider must be able to provide a Layer 2 transport network.
- Provider must be able to allow the University to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area

Network (LAN).

- Provider must be able to provide bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 on the provider's Ethernet interface.
- Provider must be able to provide Virtual Local Area Network (VLAN) transparency enabling the University to implement their own VLANs without any coordination with Provider
- Provider must be able to offer bandwidth speeds -10Mbps, 100Mbps, 1Gbps or 10Gbps, and these speeds should be available in increments from 10Mbps to 10Gbps.

Each Proposer must complete a full site survey of the property to identify all factors that could impact network infrastructure improvements and development.

Managed Wi-Fi

Service Features

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- Provide guest access to the wireless network
- Robust End User Internet Speeds:
 - Wired network speed requirements to the in-unit data ports should be 100Mbps.

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- MDF and IDF locations are environmentally controlled.

Architecture

- Heat maps should be created on a per floor basis to estimate a per Access Point (AP) count
 - Heat maps should show both the 2.4 GHz and 5 GHz spectrums
- All walls in the residence halls are constructed of cinder block.
- Hallway ceilings are drop ceiling with easy cable access.
- It is the provider's responsibility to do a full site survey to determine factors or design features that could impede or impact their ability to provide service.

Equipment

- New AP data drops should be installed utilizing cat5e or cat6 cabling
 - Ethernet cabling drops per AP should not exceed 150 feet from IDF to AP location
- D-Link Power Over Ethernet (PoE) switches should be installed in each IDF location
- All core electronics that are installed should be outlined in an attached Bill of Materials (BOM), including core switch, core router, and Uninterrupted Power Supply (UPS)

IPTV Services

Services Provided

Recognizing that students are increasingly turning to streaming video services to watch video

programming, the University is interested in IPTV service proposals. To ensure that students living in the University's residence halls have access to superior video services, the following features should be included in IPTV service proposals:

- Ability for users to live stream TV on laptops, desktops, smart phones and tablets
- At least 75 live streaming channels available on the on-campus network, as well as live streaming channels available at off-campus locations
- Access to on demand movies and TV content at no additional cost to users
- At least 20 hours of cloud DVR storage per user, with the ability to record more than one program at a time
- Ability for users to stream IPTV on any TV through the use of Roku or similar devices
- Ability for students to upgrade to additional premium services and international programming
- 24/7 managed support portal available online
- End user experience
- Provide a fully University branded experience. University's logo should be on all TV guides, splash screens, and University official colors should be utilized as applicable.
 - Support the following platforms:
 - Apple TV
 - Amazon Fire TV
 - Amazon Fire stick
 - Roku 2.0 or above
 - iOS 8 or above
 - Android 4 or above
 - Mac OSX 10 or above
 - Windows 7 or above
 - Full compliance with ADA and FCC rules regarding closed captioning must be met throughout the length of the contract.
- Emergency Alert System integration (EAS)
 - Ability to integrate with EAS to take over programming, have a time out period, and then continue programming
 - Ability to potentially integrate with other media platforms like Digital Signage
- Student programming
The University is seeking a partner who can provide a custom channel that collects University content, approves such content, and then distributes it across a channel within in the IPTV ecosystem. The service should also have the ability to tie into existing

or new digital signage applications that can play HTML5 websites.

- Provide a custom, University-branded web portal that hosts the following:
 - Current content displaying all approved content
 - Guidelines page displaying the framework for appropriate content
 - Submissions page where users can input pertinent information such as:
 - User name
 - University email
 - Event name
 - Event start date and end date
 - Submit files in any format
 - Accept websites and YouTube videos
 - Have hash tagging system
 - Captcha code for security
- Ability to collect, store, and distribute social media content
 - Collect social media from approved social media handles
 - Collect social media from approved hash tags
- Provide a service to curate content based on guidelines created with the University
 - Each collected or submitted content must be approved by the University and/or service provider
 - Approvals should be based on various inputs provided by the University
- Ability to geolocate content based on user preference
 - Geolocate content to various areas on campus such as Residence Halls and Athletic Buildings
- Provide on-campus marketing strategy to drive student usage and engagement

The University requests that the provider deliver a dedicated Gigabit circuit for IPTV streaming service. The transport circuit for IPTV streaming service should interconnect into the University's core network for campus-wide access, including the University residence halls, as well as off-campus housing which the University may acquire and incorporate into University housing in the future.

It is recommended that the provider provision a private Internet eBGP peer routing solution using private ASN's. This will allow the connection to be private between the provider and the University.

If the service is cloud-based and requires joint authentication partnership through a Federated Sign-On Solution, all student university credentials for authentication must be securely protected. It is recommended that the provider work with the University to help

integrate authentication platforms.

Programming Services

Required Services:

- A. Vendor shall provide an Emergency Alert System, along with all associated hardware/software and equipment necessary.
- B. Programming will be provided for all Dwelling Units within the residence halls, academic and administrative facilities.
- C. Alabama A&M University shall have the ability to change programming services with sixty (60) days written notice to Vendor.
- D. Vendor shall handle all program licensing, including copyright fees, necessary to acquire television services for the campus. Alabama A&M University will select the mix of programming from all channel offerings available.
- E. Vendor will have experience in providing television programming to colleges and universities across the United States on a bulk and individual subscription basis.
- F. Vendor will provide on-line channel listing service in conjunction with all programming services.
- G. HD programming should be delivered in 1080i resolution or a minimum of 720p when available.
- H. Vendor to provide a listing of any additional programming that can be provided along with the associated costs of adding such programming.
- I. Authentication capability for HBO Go and other over the top or similar type services.
- J. It is the University's intent to have all services provided by one provider. While sub-contractors and partners are permitted, it is the University's preference to work with one sole-provider of all programming, IP technology, and servicing.
 - a) Provide one account manager to manage the service.
- K. 24/7 USA based call center: Provide users access to a 24/7 call center, preferably operating in the USA. Call center should have phone, email, and chat support.

Technical Requirements

Project Deliverables:

- A. Deliver bulk programming on a "plug and play" basis to support residential dwelling units and academic and administrative offices.
- B. Provide Head End equipment to be located on campus

- C. Provide comprehensive preventative and emergency maintenance support to include 24-hour toll free phone number allowing for contact in the event of any service interruptions.
- D. Provide a designated maintenance technician to respond within 12 hours for emergency outages and within 24 hours for non-emergency outages.
- E. Provide a client services representative.
- F. Provide the ability to invoice on dwelling units used during fall, spring and summer semesters.
- G. Provide a cable, satellite, or IPTV Overlay service solution.
- H. Provide Emergency Alert System and all communication interfaces needed to support the Emergency Alert System.
- I. Provide over the top services such as HBOgo and Showtime Anytime

Programming Services

Required Services:

- A. Vendor will provide programming through a cable TV, satellite, or IPTV Overlay distribution system. Programming will include entertainment and educational programming, network off-air channels; and four local origination channels for on-campus programming.
- B. Vendor shall provide an Emergency Alert System, along with all associated hardware/software and equipment necessary.
- C. Programming will be provided for all Dwelling Units within the residence halls, academic and administrative facilities.
- D. Alabama A&M University shall have the ability to change programming services with sixty (60) days written notice to Vendor.
- E. Vendor shall handle all program licensing, including copyright fees, necessary to acquire television services for the campus. Alabama A&M University will select the mix of programming from all channel offerings available.
- F. Vendor will have experience in providing television programming to colleges and universities across the United States on a bulk and individual subscription basis.
- G. Vendor will provide on-line channel listing service in conjunction with all programming services.
- H. Remote monitoring access to the Head End equipment.
- I. HD programming should be delivered in 1080i resolution or a minimum of 720p when available.
- J. Vendor to provide a listing of any additional programming that can be provided along with the associated costs of adding such programming.
- K. Authentication capability for HBO Go and other over the top or similar type services.

IPTV Overlay capabilities

A. End user experience

- a. Provide a fully University branded experience. University's logo should be on all TV guides, splash screens, and University official colors should be utilized as applicable.
- b. Support the following platforms:
 - i. Apple TV
 - ii. Amazon Fire TV
 - iii. Amazon Fire stick
 - iv. Roku 2.0 or above
 - v. iOS 8 or above
 - vi. Android 4 or above
 - vii. Mac OSX 10 or above
 - viii. Windows 7 or above
- c. Full compliance with ADA and FCC rules regarding closed captioning must be met throughout the length of the contract.

B. Emergency Alert System integration (EAS)

- a. Ability to integrate with EAS to take over programming, have a time out period, and then continue programming
- b. Ability to potentially integrate with other media platforms like Digital Signage

C. Student programming

The University is seeking a partner who can provide a custom channel that collects University content, approves such content, and then distributes it across a channel within in the IPTV ecosystem. The service should also have the ability to tie into existing or new digital signage applications that can play HTML5 websites.

- a. Provide a custom, University-branded web portal that hosts the following:
 - i. Current content displaying all approved content
 - ii. Guidelines page displaying the framework for appropriate content
 - iii. Submissions page where users can input pertinent information such as:
 1. User name

2. University email
 3. Event name
 4. Event start date and end date
 5. Submit files in any format
 6. Accept websites and YouTube videos
 7. Have hash tagging system
 8. Captcha code for security
- b. Ability to collect, store, and distribute social media content
 - i. Collect social media from approved social media handles
 - ii. Collect social media from approved hash tags
 - c. Provide a service to curate content based on guidelines created with the University
 - i. Each collected or submitted content must be approved by the University and/or service provider
 - ii. Approvals should be based on various inputs provided by the University
 - d. Ability to geolocate content based on user preference
 - i. Geolocate content to various areas on campus such as Residence Halls and Athletic Buildings
 - e. Provide on-campus marketing strategy to drive student usage and engagement
- D. End-to-end service provider
- a. It is the University's intent to have all services provided by one provider. While sub-contractors and partners are permitted, it is the University's preference to work with one sole-provider of all programming, IP technology, and servicing.
 - b. Provide one account manager to manage the service.
- E. 24/7 USA based call center

Provide users access to a 24/7 call center, preferably operating in the USA. Call center should have phone, email and chat support.

Campus Map

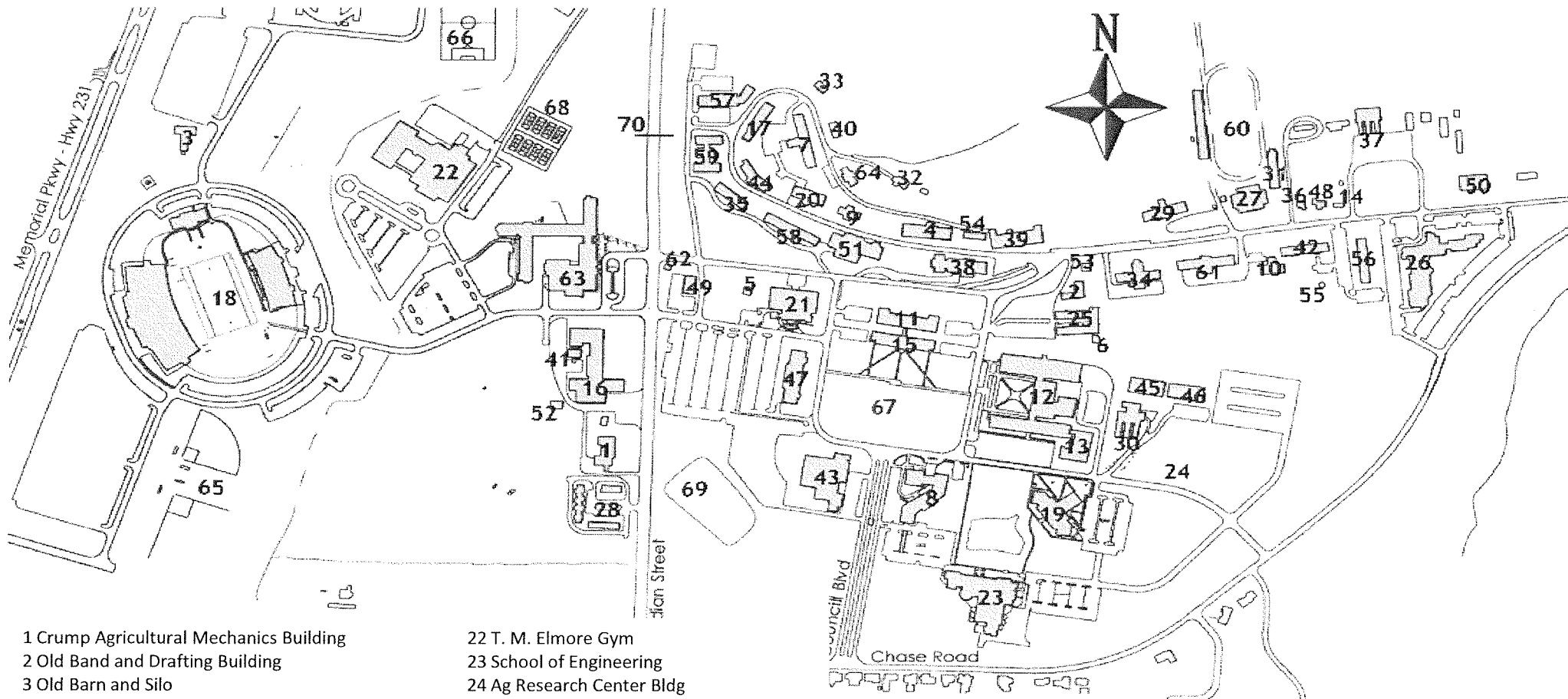
The Campus Map (Attachment A) serves as a reference for all of the real property on campus. Some of these buildings have either been demolished or vacated since this Campus Map was published, and therefore, have been crossed out on the Campus Map.

Since the publication of this Campus Map, new buildings have arisen. The new residence hall slated for opening in January 2018 replaced Gravitt Apartments. The University Services Building located at 453 Buchanan Way houses Public Safety, Physical Facilities, and Property Management.

Residence Halls

1. Dr. Ernest L. Knight Living and Learning Complex
2. Mamie Labon Foster Living Learning Complex
3. Harriett J. Terry Hall
4. Clarence F. Stephens Hall
5. Solomon Palmer Hall
6. Thomas V. Morris Hall
7. Emily Thigpen Hall
8. new residence hall slated for opening January 2018 – currently unnamed

ATTACHMENT A



AAMU Campus Map

- 1 Crump Agricultural Mechanics Building
- 2 Old Band and Drafting Building
- 3 Old Barn and Silo
- 4 Bibb Graves Hall
- 5 Boiler #1
- 6 Boiler #2
- ~~7 Buchanan Hall~~
- 8 School of Business
- 9 Carnegie Library
- 10 Carpentry Building
- 11 Carter Science Hall
- 12 Carver Complex
- 13 Carver Annex
- 14 Councill Credit Union
- 15 Chambers Science Building
- 16 Councill Training Center
- 17 W. H. Councill Hall
- 18 Louis Crews Stadium
- 19 Dawson Building
- ~~20 Drake Dining Hall~~
- 21 Drake Memorial Learning Resources Center (Library)

- 22 T. M. Elmore Gym
- 23 School of Engineering
- 24 Ag Research Center Bldg
- 25 Foster Irradiation Center
- 26 Foster Living Learning Complex
- 27 Frank Lewis Gym
- ~~28 Gravitt Apartments~~
- ~~29 Grayson Hall~~
- 30 Greenhouses
- 31 Gym Annex
- ~~32 Hillcrest (President's Home)~~
- 33 Honors Building
- 34 Hopkins Hall
- ~~35 Hurt Hall~~
- 36 Infirmary
- 37 Eugene Kendrick Maintenance Facility
- 38 Ralph H. Lee University Center
- 39 McCalep Vocational Building
- 40 McCormick Building
- 41 Mechanical Engineering Annex
- 42 Morris Hall
- 43 Morrison Building

- 44 Palmer Hall
- 45 T. G. Parker Building
- 46 T. G. Parker Annex
- 47 Patton Hall
- 48 Polk Cottage
- 49 Post Office
- 50 Poultry Science Building
- 51 Prentice Dining Hall
- 52 ROTC Skills Center
- 53 Campus Police Office
- ~~54 Old Security Office~~
- 55 Old Silo
- 56 Stephens Hall
- 57 Terry Hall
- 58 Thigpen Hall
- ~~59 Thomas Hall~~
- 60 Old University Stadium
- ~~61 Walker Wood Hall~~
- 62 Water Pump House

- 63 Dr. Ernest L. Knight West Campus Living Learning Complex
- 64 State Black Archives
- 65 Baseball and Softball Fields
- 66 Soccer Field
- 67 The Quad
- 68 Tennis Courts
- 69 The Duck Pond
- 70 Covered Footbridge

OPTION 3: Gigabit WAN, WI-FI, IPTV, & RF Coaxial Cabling Architecture Proposal Form



ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
 PURCHASING DEPARTMENT
 POST OFFICE BOX 1627
 305 PATTON HALL
 NORMAL, ALABAMA 35762
 TELEPHONE: (256) 372-5227

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY, PURCHASING DEPARTMENT, PATTON HALL, NORMAL, ALABAMA 35762. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

DATE

BID NUMBER

/ /

RESPONSE DUE BY

/ /
 2:00 P.M.

REQUEST FOR FORMAL BID

WHEN USING FEDEX, UPS, OR ANY EXPRESS PACKAGING/SHIPPING, THE BID NUMBER MUST BE CLEARLY PRINTED ON THE AIR BILL.

CONTACT **Tim Thornton**

PHONE **256 372-5227**

VENDOR NO.

V
E
N
D
O
R

ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

THE ABOVE BID NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE

| NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|-----|----------|------|-------------|------------|-----------|
| | | | | | |

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.
 I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

TOTAL

SIGNATURE _____
 COMPANY REPRESENTATIVE

DATE _____
An affirmative action/equal opportunity institution



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

PROPOSAL REQUIREMENTS

1. PROPOSAL REQUIREMENTS

Each vendor is expected to submit a fully detailed proposal that adequately describes the advantages and benefits, which the University would realize by acceptance of its proposal. The response to this RFP shall consist of the following tabbed sections:

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

A. Letter of Transmittal: The letter of transmittal shall consist of the proposal cover letter highlighting the contents of this proposal, and bearing the authorized representative's signature. It should include an introduction of the vendor's company, the name, address, telephone number, email address, and fax number of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP.

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

- C. Corporate Background and Experience.** This section shall include background information on the organization and should give details of experience with similar projects. A list of three references (including contact persons and telephone numbers) for whom similar work has been performed shall be included.
- D. Project Staffing and Organization.** This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project.
- The vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be directly assigned to this project, citing experience with similar projects, credentials, and the responsibilities to be assigned to each person.
- E. Technical Approach:** This section shall include, in narrative, outline, and/or graphic form the vendor's approach to accomplishing the tasks outlined in the Project Specifications. The vendor must demonstrate their ability to meet all specifications as outlined in the Project Specifications.
- F. Cost Proposal and Execution of Proposal:** The Cost Proposal must be submitted on the "COST PROPOSAL SHEET" with all required information provided. Complete the "EXECUTION OF PROPOSAL," which must be signed by the Vendor's Representative.
- G. Financial Reports:** Furnish a current audited financial report for the company's most recent fiscal year.
- H. Vendor's Standard Form of Agreement:** If the University will be required to sign the vendor's standard form of agreement, it MUST be submitted with your proposal for review by University Legal Counsel. Proposals that are contingent upon the University's acceptance of the vendor's terms and conditions may be at a competitive disadvantage in the evaluation process. Further, if the University cannot accept the vendor's terms and conditions, the University may reject such proposals as non-responsive.
- I. Additional Information and attachments, if any.**
- J. References.** Proposers shall provide a list of five (5) references of clients of same or similar type services. The reference list shall include current clients whose services have been provided within the past three years and at least one contact person and telephone number per reference. At least two of these references should be institutions of higher education. The University reserves the right to contact clients for reference checks.
- K. COST PROPOSAL [Attached.]** A Cost Proposal must be submitted for each implementation option proposed.

L. EXECUTION OF PROPOSAL

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

- A. This proposal is signed by an authorized representative of the firm.
- B. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed costs.
- C. The potential vendor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.
- D. Therefore in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 30 days from the date of the bid opening, to furnish the subject services.

VENDOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____

(Signature)

Typed or Printed Name

Date

2. GENERAL INFORMATION ON SUBMITTING PROPOSALS

- A. Exemptions:** Any exception taken to ANY portion of this Request for Proposals must be so stated on the proposal response sheets or Alabama A&M University will assume full compliance with all requirements as stated. The successful vendor will be responsible and accountable for providing those terms as specified in its proposal response.
- B. Competitive Offer:** The signer of any proposal submitted in response to this RFP certifies that his proposal has not been arrived at collusively or otherwise in violation of either Federal or Alabama antitrust laws.

- C. Reference to Other Data:** Only information which is received in response to this RFP will be evaluated.
- D. Elaborate Proposals:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- E. Costs for Proposal Preparation:** Any costs incurred by vendor in preparing or submitting proposals are the vendors' sole responsibility. Alabama A&M University will not reimburse any costs incurred in the submission of this proposal.
- F. Time for Acceptance:** Each proposal shall state that it is a firm offer which may be accepted within a period of 30 days. Although the contract is expected to be awarded prior to that time, the 30 day period is requested to allow for unforeseen delays.
- G. Right to Submitted Materials:** All responses, inquiries, or correspondence relating to or in reference to the RFP and other reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendor shall become the property of the University when received.
- H. Vendor's Representative:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- I. Subcontracting:** Awarded vendor is authorized to subcontract a portion of the work under the provisions of Section 3.K below.
- J. Clarification of Terms:** If a Proposer has questions about the specifications or other solicitation documents, the Proposer should contact the Director of Purchasing. Any revisions to the solicitation will be made only by addendum issued by the University.
- K. Withdrawal of Proposal Prior to Closing Date:** The Proposer may request withdrawal of its proposal under the following circumstances:
- i. Proposals may be withdrawn by written notice from the Proposer to the University's Director of Purchasing, prior to the RFP closing date and time. The withdrawal shall be made by the person signing the proposal or by an individual(s) who is authorized by the Proposer. The Proposer must provide written evidence of the individual's authority to withdraw the proposal if the individual withdrawing the proposal is other than the person signing the proposal. Proposals may be withdrawn no later than two (2) business days prior to the closing date.
 - ii. Requests for withdrawal of proposals after opening of such proposal but prior to award shall be transmitted to the University's Director of Purchasing, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error.
 - iii. Proposals may be withdrawn for good cause after the closing date and prior to award. No Proposer who is permitted to withdraw a proposal shall, for

compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

L. Late Proposals: Proposals received after the proposal closing date and time shall not be considered.

M. Withdrawal of Proposals after Proposal Opening: A Proposer may withdraw his proposal from consideration if the cost proposal was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn.

The Proposer shall give notice in writing of his claim of right to withdraw his proposal along with his original work papers, documents, and materials used in the preparation of the proposal to the University's Director of Purchasing, within five (5) days of the conclusion of the proposal opening procedure. If the withdrawal is allowed, the Proposer is prohibited from working on the contract or from bidding on the same project if it is re-advertised.

3. Contractual Terms and Conditions

A. Governing Law

This proposal and the subsequent contract are made under and shall be governed and construed in accordance with the laws of the State of Alabama.

B. Situs

The place of the contract, its situs and form, shall be Alabama, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

C. Standard of Performance

The Vendor shall give its best effort to the performance of its undertaking under the contract, shall perform all services to be provided hereunder consistent with the highest standards of care, skill, and diligence, and shall employ sound, business-like, effective, and exemplary practices.

D. Interest of Vendor

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

E. Key Personnel & Substitutions

The Vendor shall not substitute key personnel assigned to the performance of the contract without prior written approval by the President, Vice President for Business & Finance, or the department of the University where the services or products are being utilized. The individuals designated as key personnel for purposes of the contract are those specified in the Vendor's proposal. No substitutions shall be permitted after award without the written approval of the University. The University will consider requests for substitutions of personnel and methods only when such requests are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.

F. Force Majeure

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

- a. In case of default by the Vendor, Alabama A&M University may procure the services from other sources and hold the Vendor responsible for any excess cost occurred thereby. The University reserves the right to require bid bonds or other acceptable guarantees from the successful vendor without expense to the University. Upon entering of a judgment of bankruptcy or insolvency by or against the Vendor, the University may terminate the contract for cause.

G. Delays

When delay occurs due to reasonable causes beyond the control of the Contractor, including but not limited to acts of God, acts of government or any governmental agency, war or war conditions, riot or civil conditions, sabotage, strikes, lockouts, accident, fire, flood, typhoons, hurricanes, explosion, damage to equipment, or facilities, the time for performance and completion of work may be adjusted and extended as required to accommodate those delays and their effect. Upon written receipt of a request and justification for an extension from the Contractor, the University Contracting Officer may extend the time for performance of the Contract or delivery of work herein specified at the University Contracting Officer's sole discretion. The Contractor shall use reasonable diligence to remove or overcome any such causes as expeditiously as possible.

H. Site Investigation and Conditions Affecting the Work

The Contractor agrees that to the fullest practical extent it has satisfied itself by its own investigation and research regarding all conditions affecting the work to be performed, labor needed, and that its decision to execute the work is based on such investigation

and research in addition to the estimate of the quantities or other information presented herein.

I. Termination

If either party shall be in material breach of a provision of this agreement and such breach shall not be cured within sixty (60) days after receipt of written notice thereof, then, in addition to all other remedies available to it, the non-breaching party may elect to terminate this agreement. Notwithstanding the foregoing, neither party shall be considered to have breached a provision hereof if a performance is prevented or delayed by act of God or other circumstance beyond a party's reasonable control.

J. Contract Rights Upon Termination

In the event of a termination of this proposal by the University, Vendor shall have ninety (90) days from the date of termination to transfer all data stored in their systems to Alabama A&M University.

K. Conduct on Premises

The Vendor agrees that all persons working for or on its behalf 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.

The Vendor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damages to property located on University premises caused by its employees and agents. Accordingly, the Vendor agrees to take all necessary measures to prevent such injury and damage. The Vendor shall promptly repair, to the specifications of the University's Facilities Director, any damage that it, or its employees or agents may cause to the University's premises or equipment. In the event the Vendor fails to do so, the University may repair such damage and the Vendor shall reimburse the University promptly for the cost of the repair.

The Vendor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Vendor will immediately notify the Director of Human Resources, and thereafter furnish a full written report of such accident.

L. Contractor Responsibilities

The Contractor shall be completely responsible for supervising and directing the work under the Contract and all Subcontractors that it may utilize, using adequate skill and attention. Subcontractors who perform work under the Contract shall be responsible to the prime Contractor. The Contractor agrees that it is fully responsible for the acts and omissions of its Subcontractors and of persons employed by the Contractor as it is for the acts and omissions of its own employees.

M. Subcontracting

In the event that the Contractor desires to subcontract any part of the work specified herein, the Contractor shall identify in the proposal, the names, qualifications, and experience of the proposed Subcontractors. Any changes in Subcontractors after award of the Contract shall be subject to approval by the University.

No portion of the work shall be subcontracted without prior written consent of the University, and any Subcontractors must be identified as per the paragraph above.

The Contractor shall submit to the University for approval and attachment to the Contract, a list of Subcontractors and their required signed certifications and contact information. During the period of performance, the Contractor shall not substitute Subcontractors and/or key personnel without the written approval of the University. The Contractor shall notify the University within five (5) calendar days after the occurrence of any of these events and provide information as to the circumstances necessitating the proposed change, new Subcontractor information and other information as requested.

Proposed substitutions must have comparable qualifications and experience to those being replaced. The University will notify the Contractor within ten calendar days after the receipt of all required information if this change is approved and the University and the Contractor shall subsequently amend the required Contract documents.

N. Contractor Licenses and Permits

Without additional cost to the University, the Contractor shall be responsible for obtaining, and maintaining, any and all necessary licenses and permits, and complying with all applicable Federal, State, and Local laws in connection with the performance of this work.

O. Care of Property

The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of the contract or purchased by it for the contract and will reimburse Alabama A&M University for loss of damage of such property.

P. Compliance with Law

The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Q. Non-discrimination

Operator agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to the agreement, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age,

disability, or handicap. The equal opportunity clauses required under Executive Order 11246 and regulations issued thereunder are made a part of the agreement by reference.

R. Insurance

The Vendor is only responsible for general property risks of accidental loss to the building, and/or other equipment or furnishings owned by the University and provided to the Vendor under the contract, except when caused by Vendor negligence.

S. Entire Agreement

This proposal and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the Vendor's proposal are incorporated by reference as though set forth verbatim.

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

T. Invoicing and Payment

Contractor shall submit invoices at the end of each monthly billing period. Invoice amounts shall be based on the Contractor's services rendered. Contractor shall offer the University credit terms of Net 30 for each invoice. Hardcopy invoices should be sent via USPS mail to:

Alabama A&M University
Accounts Payable
Patton Hall, Room 105
Normal, AL 35762

Or electronically by email to accounts.payable@amu.edu

U. Amendments

This proposal may be amended only by written amendments executed by Alabama A&M University.

V. Request for Proposal

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



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

GENERAL CONDITIONS & GUIDELINES

1. **Requirements:** Alabama Agricultural and Mechanical University (“AAMU”, “the Awarding Authority”) must receive each vendor’s proposal package by mail or hand delivered no later than 2:00 P.M. Central Time on the proposal submission deadline, which will also be the date and time of the proposal opening. Unless otherwise noted, the proposal opening will take place at:

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

All proposals received must be provided in a sealed envelope. (Ala. Code § 41-16-54 (b)) A faxed or emailed proposal does not meet the requirements of the statute because it is not sealed, and all such proposals will be deemed ineligible for award. (Attorney General’s Opinion # 91-016)

Mailed sealed proposals sent to the Purchasing Department by logistics carriers FedEx, DHL, or Airborne Express must be sent to the following address:

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

Mailed, sealed proposals sent to the Purchasing Department by the United States Postal Service (USPS) must be sent to the following address:

Alabama A&M University
Purchasing Department
P.O. Box 1627
Normal, AL 35762

2. **Proposal Preparation:** Alabama Agricultural and Mechanical University proposal forms must be completed and returned as a part of the bid quote/proposal. Proposals should be as thorough and detailed as possible so that AAMU may be able to properly evaluate a bidder's capabilities to provide the required products or services. All bidders must send descriptive literature and/or manufacturer's specifications along with any supplemental specifications necessary to compare the items proposal with the requirements set forth in the proposal form. **All proposals must be submitted within a sealed package with the bid number, opening date and time, and bidder's name and address clearly indicated on the envelope.** Bidders are required to submit all items required in the proposal package.

An authorized representative of the Bidding Agency shall sign RFP documents. All information requested must be submitted. Failure to submit all information requested may result in rejection of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All supporting documentation submitted with the proposal should be bound in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to AAMU and be subject to public review.

3. **Oral Presentation:** Bidders who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Awarding Authority. This will provide an opportunity for the Bidding Agency to clarify or elaborate on the proposal but will in no way change the original proposal. If an oral presentation is to be required, the Awarding Authority will schedule the time and location of these presentations. Oral presentations are an option of the Awarding Authority and may not be required to be conducted.
4. **Bid Bonds:** It may be required for any contract exceeding \$10,000 that the bidder submit with his or her bid a bid bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base proposal to not exceed \$10,000. Bid bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit, or U.S. Treasury Notes in lieu of a bid bond. No personal checks or company checks will be accepted. If a bid bond, when required, is not included in a bid package, the bidder's bid package will not receive further consideration. **For this RFP, a bid bond will not be required.**
5. **Award:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") reserves the right to accept or to reject any or all proposals and is not bound to accept the lowest bid if that bid is contrary to the best interests of the University. In making an award, intangible factors such as a bidder's service, integrity, conformity with specifications, transportation charges, terms of delivery, facilities, equipment, reputation, and past performance history will be weighed along with the quality displayed in the samples submitted (Ala. Code § 41-16-57 (a)). Bids may be awarded either item by item,

in product groups, or all or none, whichever appears to be in the best interests of the University. Selection shall be made of one bidder deemed to be fully qualified and best suited among those Bidders that submitted proposals on the basis of the evaluation factors included in this RFP. Financial criteria shall be considered, but will not be the sole determining factor. After reviews have been conducted, the Awarding Authority shall select the Bidding Agency which has made the best proposal and shall award the proposal to that Bidding Agency. The Awarding Authority may cancel this RFP or reject any and all proposals at any time prior to an award.

A proposal accepted in error as the lowest responsible proposal is null and void and AAMU, upon discovery of the error, may accept the lowest proposal and award the contract to that bidder. (Attorney General's Opinion # 2002-071)

Under Ala. Code § 41-16-57 (c), the Awarding Authority may consider lifecycle costs in making its determination of the lowest responsible bidder.

Under Ala. Code § 41-16-57 (b), the Awarding Authority shall give preference to commodities produced in Alabama or sold by Alabama companies provided there is not a loss in price or quality. However, when the lowest bidder is a foreign entity, meaning that the vendor does not have a place of business within the State of Alabama, AAMU may award the contract to an "in-state" responsible bidder if his or her proposal is within ten percent (10%) of the foreign entity's lowest responsible proposal. AAMU may also award the contract to any of the following "in-state" responsible Bidders that are within ten percent (10%) of the foreign entity lowest bidder:

- A. A woman-owned enterprise
- B. A small business enterprise
- C. A minority-owned business enterprise
- D. A veteran-owned business enterprise
- E. A disadvantaged-owned business enterprise

If an "in-state" vendor is not within ten percent (10%) of the foreign entity lowest responsible bidder, the contract will be awarded to the foreign entity.

All Proposals must remain valid for a minimum period of ninety (90) days after the proposed Proposal Due Date. No Proposal may be modified or withdrawn by the Proposer during this period unless prior written permission is granted by the University.

The University reserves the right to request additional information from the Proposer at any time during the selection process. The University also reserves the right to extend by thirty (30) days the Proposal of any Proposer, at no additional cost to the University, to allow for the completion of the final contract documents. If the notification of selection of a Proposer or request for time extension has not been made by the University after ninety (90) days, Proposers may, at their discretion, withdraw their Proposals or provide the University with written extensions of time.

The Purchasing Department of the University is the only agency authorized to award a contract for the proposed purchases. All pertinent State of Alabama purchasing codes and University policies and procedures apply.

6. **Second Lowest Responsible Bidder:** An Awarding Authority can award the proposal to the second lowest responsible bidder if the lowest responsible bidder defaults on the contract after the award has been made, but only under any of the following circumstances:
 - A. The lowest responsible bidder notifies the Awarding Authority in writing that he or she will no longer comply with the contract's terms.
 - B. The Awarding Authority documents the default in writing.

The second lowest responsible bidder shall only receive the award given that he or she agrees to all the terms and conditions in the original proposal.

7. **Proposal Withdrawal:** No proposals may be withdrawn without approval from Alabama Agricultural and Mechanical University's Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after the proposal opening date with justification or reason for the withdrawal. More than two (2) such requests could result in removal from our proposal list. No proposal may be withdrawn after the issuance of a purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to "Default of Contractor."

Alabama Agricultural and Mechanical University may remove any vendor from the Bidders List after a vendor fails to respond to three consecutive Invitation to Bid or RFP requests.

8. **Proposal Rejection:** The University expressly reserves the right to reject any or all proposals or any part of a proposal, and to resolicit the services in question, if such action is deemed to be in the best interest of the University.

Proposals which fail to meet the solicitation requirements, or which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind or in which errors occur, or which contain abnormally high or abnormally low prices, for any class or item of work, may be rejected as invalid at the University's discretion.

The receipt of more than one proposal from the same Proposer, whether or not the same or different names appear on the signature page, shall result in none of the Proposer's proposal(s) being considered.

The Awarding Authority may reject any proposal if the price is deemed excessive or the quality of the product inferior. (Ala. Code § 41-16-57 (c)) In the event only one bidder responds to an invitation to proposal, the Awarding Authority may reject the proposal and

negotiate the purchase or contract, provided that the negotiated price is lower than the proposal price and there are no change in specifications. (Ala Code § 41-16-50 (a) and Attorney General's Opinion # 98-140). In the event only one bidder responds to an invitation to proposal, the Awarding Authority may also advertise for and seek other competitive proposals. Where only one responsible and responsive proposal is received, AAMU may only negotiate for a price lower than the single proposal received.

9. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in the proposal evaluation any cash discount of less than thirty (30) days of duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your proposal response. Proposals containing "payment in advance" or "cash on delivery (COD)" requirements may be rejected.
10. **Applicable Law:** It is agreed that this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Bidder 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 the date of this proposal.

The furnishing of materials, supplies, equipment, or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for proposals, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of an pertinent regulations promulgated 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."

11. **Non-Collusion:** Any agreement or collusion among Bidders or prospective Bidders 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 Bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this proposal.
12. **New Products:** Unless specifically called for in the proposal, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured or refurbished, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the proposal. The manufacturer's standard warranty will apply unless otherwise specified in the proposal. All requests should be supplied complete, ready to be installed, including all cabling and connectors, where applicable.
13. **Bonds:** Bid bond and/or performance security bond, when required will be indicated.

14. **Proposal Submission:** Failure to submit a proposal on the official Alabama Agricultural and Mechanical form provided for that purpose shall be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, AAMU 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.

All information shall be typewritten or handwritten in the appropriate spaces on the forms. Mistakes may be crossed out and corrections inserted before submission of your proposal. Corrections shall be initialed in ink by the person signing the proposal.

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

All proposals must be signed. Failure to do so will result in rejection of the proposal.

The University reserves the right to ask any Proposer to clarify its offer.

15. **Indemnification:** Vendor agrees to indemnify and hold harmless Alabama A&M University, its officers, agents, servants, employees, successors, and/or assigned 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 of damage arising out of or as a consequence of its acts or omissions in performing under this Agreement, its presence on the University's premises, or the existence of this Agreement 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.

16. **Delivery:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding proposals. Specify earliest possible delivery after receipt of order. Failure to deliver within the time the vendor specified in the proposal will constitute a default and may cause cancellation of the contract. Refer to "Default of Contractor."

All prices quoted are to include Free on Board (F.O.B.) shipping to Alabama Agricultural and Mechanical University, Central Receiving Building, 453 Buchanan Way, Normal, AL 35762 (unless another F.O.B. point is stated by the University on the proposal form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated in the proposal requirements. If you are not quoting a delivered price, you must indicate your shipping provider / logistics carrier and all related transportation costs itemized in your proposal for evaluation purposes.

17. **Proposal Terms:** Bidders must show unit prices, extensions, and total price, where applicable. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Proposals shall remain firm for a minimum of thirty (30) days from the date of proposal opening and any exceptions must be clearly stated.
18. **Proposal Opening:** Bidders may attend the proposal opening, but no information or opinions concerning the ultimate award will be given at the proposal opening or during the evaluation process. After the public opening of this proposal, the results will not be available to Bidders not attending the opening until after an award is made.
19. **Proposals are Public Record:** All proposals become a matter of public record at proposal award. Alabama Agricultural and Mechanical University accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.
20. **Standards of Quality:** When a material, article, or piece of equipment is identified in these specifications by reference to manufacturer's or vendor's name, trade name, catalog, and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable AAMU to determine if the product offered meets the requirements of the RFP. Normally 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 non-responsive. 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. References to manufacturers, suppliers, catalog numbers, etc. are intended to establish quality standards and does not exclude proposals from others as long as quality standards are met. Offers of equal items must state the brand and quality standard. Alabama Agricultural and Mechanical University will be the sole judge of Equal items offered.

21. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this proposal request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.
22. **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.

23. **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.
24. **Contract Cancellation:** The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the agreed upon contract duration; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the State; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.
25. **Warranties:** Should merchandise described on this proposal contain a manufacturer's warranty, Bidders must state the warranty terms in the space provided on the proposal. Proposals offered for merchandise when no warranty applies must clearly state: "NO WARRANTY COVERAGE." Warranty information may be criteria in making this award. Failure of Bidders to furnish this data may cause rejection of the complete proposal as being non-responsive.
26. **Disclosure Statement:** The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University.
27. **Protest of Award:** Any protest by a Proposer must be timely and in conformance with applicable procurement regulations. The fifteen (15) day protest period for responsive Proposers shall begin on the day following the University's written notification to all responding Proposers of the awarded vendor. Protests must be written and include the name and address of the protestor and the number assigned to this RFP by the University and a statement of the grounds for the protest.

The protest must be delivered to:

Alabama A&M University
4900 Meridian Street
Purchasing Department
ATTN: Timothy Thornton
Patton Hall, Room 305
Normal, AL 35762



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

Certification Pursuant To Act No. 2006-557

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama.

By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

Contractor's E-Verify Clause and Affidavit

Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012.

E-VERIFY – NOTICE (RFP)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. ***A response to this RFP/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.***

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

E-Verify Affidavit

Compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is required for Alabama A&M University contracts as a condition of the contract performance. Please provide a duly executed and notarized affidavit in the appropriate form as describe below.

AFFIDAVIT 1

I, _____, a duly authorized officer or agent of _____(contractor), do execute this affidavit on behalf of _____(contractor) and by executing this affidavit, the undersigned contractor verifies that it is a sole proprietorship, partnership, corporation or other business entity (circle one) that has no employees.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

Name of Contractor

Signature of Authorized Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

Notary Public
My commission Expires:_____

OR

AFFIDAVIT 2

I, _____, a duly authorized officer or agent of _____(contractor), do execute this affidavit on behalf of _____(contractor) and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (*Code of Alabama (1975) § 31-13-9*), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Name of Contractor

Signature of Authorized Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

Notary Public

My commission Expires: _____

Proof of Citizenship Demonstration and Declaration

(To be provided with Affidavit Form 1)

In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or a sole member of a single member limited liability company, who is a U.S. Citizen to receive a public benefit or conduct a business transaction with Alabama A&M University, each such citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a copy of a valid form of picture identification, and if the presented item does not show the person's current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

- Driver's license or non-driver's identification card** (issued by Alabama *or* the division of motor vehicles or the equivalent governmental agency of another state within the United States *if* the agency indicates on the applicant's driver's license or non-driver's identification card that the person has provided satisfactory proof of United States citizenship).
- Birth certificate**
- Pertinent pages of a United States valid or expired passport** (identifying the applicant and the applicant's passport number),
- United States naturalization documents or the number of the certificate of naturalization.** (If only the number of the certificate of naturalization is provided, the applicant shall not be awarded any contract until the number of the certificate of naturalization is verified with the United States Bureau of Citizenship and Immigration Services by the designated City Official, pursuant to 8 U.S.C. § 1373(c)).
- Other documents or methods of proof of United States citizenship** (issued by the federal government pursuant to the Immigration and Nationality Act of 1952, and amendments thereto).
- Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.**
- Consular report of birth abroad of a citizen of the United States of America.**
- Certificate of citizenship** (issued by the United States Citizenship and Immigration Services).
- Certification of report of birth** (issued by the United States Department of State).
- American Indian card, with KIC classification,** (issued by the United States Department of Homeland Security).
- Final adoption decree** (showing the applicant's name and United States birthplace).
- Official United States military record of service** (showing the applicant's place of birth in the United States).
- Extract from a United States hospital record of birth** (created at the time of the applicant's birth indicating the applicant's place of birth in the United States).

CITIZENSHIP DECLARATION

Under penalty of perjury, I, _____, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.

(Declarant's Signature and Date)

Verification, Demonstration, and Declaration of Lawfully Present Alien

(To be provided with Affidavit Form 1)

- A. SAVE Verification.** In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction with the City, the City must verify, using the Systematic Alien Verification of Entitlement (SAVE) Program, that such alien is lawfully present in the United States. In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number**, which is as follows: _____; and (2) **a copy of non-citizen immigration documents**.
- B. Presumptive Lawful Presence.** In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a valid form of picture identification, and if the presented item does not show the person's current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

- A valid, unexpired Alabama driver's license.**
- A valid, unexpired Alabama non-driver identification card.**
- A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer's admission to the United States).
- A foreign passport issued by a visa waiver country** (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer's admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, _____, (print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien in the United States of America.

(Declarant's Signature and Date)

Section 41-4-116

Taxation on sales and leases of tangible personal property to state agency.

(a) For the purpose of this division, the following terms shall have the respective meanings ascribed by this section:

(1) AFFILIATE. A related party as defined in subsection (b) of Section 40-23-190 as that provision exists on January 1, 2004.

(2) STATE DEPARTMENT or AGENCY. Every state office, department, division, bureau, board, or commission of the State of Alabama.

(b) A state department or agency may not contract for the purchase or lease of tangible personal property from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama, state, and local sales, use, and lease tax, as provided for by Chapter 12, Article 4, and Chapter 23, Articles 1 and 2 of Title 40 or by any local act or ordinance.

(c) Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency shall be required to certify that the vendor or affiliate is appropriately registered to collect and remit sales, use, and lease tax as required by this section and submit to that state department or agency certification required by the Alabama Department of Revenue.

(d) Every bid submitted and contract executed by the state shall contain a certification by the bidder or contractor that the bidder or contractor is not barred from bidding for or entering into a contract under this section and that the bidder or contractor acknowledges that the contracting state agency may declare the contract void if the certification completed is false.

(e) Each vendor or contractor that sells or leases tangible personal property to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales, use, or lease tax on all its sales and leases into the state.

(Act 2006-557, p. 1281, §1.)

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

Please indicate your company classification by circling the appropriate initial: 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).

| | | |
|--|---------------------|---------------------------|
| F.O.B. Point | TERMS | WARRANTY |
| AAMU DESTINATION ESTIMATED DELIVERY | YOUR REFERENCE NO.* | QUOTATION EFFECTIVE UNTIL |

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

Certification Pursuant To Act No. 2006-557

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

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SIGNATURE

DATE

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

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

Alabama Agricultural and Mechanical University will not accept faxed bids.

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

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A & M University is an instrumentality of the State and is federal, state and local tax exempt.

SPECIAL NOTE:

Manufacturer's published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

| STATE AGENCY/DEPARTMENT | TYPE OF GOODS/SERVICES | AMOUNT RECEIVED |
|-------------------------|------------------------|-----------------|
| | | |
| | | |
| | | |

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

| STATE AGENCY/DEPARTMENT | DATE GRANT AWARDED | AMOUNT OF GRANT |
|-------------------------|--------------------|-----------------|
| | | |
| | | |
| | | |

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

| NAME OF PUBLIC OFFICIAL/EMPLOYEE | ADDRESS | STATE DEPARTMENT/AGENCY |
|----------------------------------|---------|-------------------------|
| | | |
| | | |
| | | |

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

| NAME OF FAMILY MEMBER | ADDRESS | NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE | STATE DEPARTMENT/ AGENCY WHERE EMPLOYED |
|-----------------------|---------|---|--|
| | | | |
| | | | |

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

| NAME OF PAID CONSULTANT/LOBBYIST | ADDRESS |
|----------------------------------|---------|
| | |
| | |

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. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) | |
| | Requester's name and address (optional) | |
| | 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |

or

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.