ALABAMA A&M UNIVERSITY

## **INFORMATION TECHNOLOGY SERVICES**

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

# **REQUEST FOR PROPOSAL**

(NOT AN ORDER)

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all bids. If substitutions are offered, give full particulars. This proposal must be submitted no later than **Tuesday, MAY 21, 2020** @ **2:00 PM, CST** 

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

## Proposal for Internet Services - RFP# P001-2k20

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

Proposals <u>MUST</u> be received by AAMU by the due date and time set forth above. Questions regarding submission of Proposals may be directed to AAMU via email @ <u>damian.clarke@aamu.edu</u>, Richard.maxwell@aamu.edu

ISSUED BY: Dr. Damian Clarke, CIO RFP# P001-2k20

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

CHECK HERE IF YOU ATTACHED A COPY OF A VALID LICENSE.

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

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

### **REQUEST FOR PROPOSAL**

SUBJECT: Internet Services

DATE: April 7, 2020

PROPOSAL DUE DATE: May 21st, 2020

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

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

Proposals <u>MUST</u> be received by AAMU by the due date and time set forth above. Questions regarding submission of Proposals may be directed to AAMU via email to brian.shipp@aamu.edu.

## TABLE OF CONTENTS

SECTION A - ANNOUNCEMENT	4
SECTION B - SCOPE OF SERVICES	7
SECTION C - INSTRUCTIONS TO RESPONDENTS	13
SECTION D - PRICING SCHEDULE (optional)	21
SECTION E – APPENDICES- EXHIBIT A,B,C and D	23-30

**SECTION A - ANNOUNCEMENT** 

## ANNOUNCEMENT

#### Request for Proposals: Internet Services

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

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

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

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

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

## **Organizational Background**

Alabama Agricultural and Mechanical University (*AAMU*) is a historic, student-friendly and community-focused institution of higher learning. Reflecting on its heritage as a historical black college and university (HBCU) and a traditional 1890 land-grant institution, AAMU functions as a teaching, research and public service institution, including extension. Founded in 1875 by a former slave, Dr. William Hooper Councill, AAMU is a dynamic and progressive institution with a strong commitment to academic excellence. The serene, intimate campus is situated on "The Hill," only a short distance from downtown Huntsville, the site of the school's founding.

Alabama Agricultural and Mechanical University provides more than 60 undergraduate, graduate and certificate programs and concentrations, a diverse international faculty, 50 plus student organizations, and an extensive alumni network comprised of politicians, educators, entrepreneurs, doctors, lawyers, engineers, scientists, authors, artist, and more, many of whom are change agents on the local, national and international stage.

## **OBJECTIVE**

We are currently in early phases of implementing a 288 + 144 strand OS2 Single-Mode Fiber Ring around the campus to allow for redundant connectivity between the core in the current data center (DC1) located in Carver Complex, and a new data center (DC2) located in the New Residence Hall. This new fiber will provide a direct connection from each data center to the 59 academic, administrative, and research locations across the campus as well as other physical security devices. By replacing the existing OM1 Fiber with OS2, we remove a foundational "bottleneck" by increasing backbone throughput capabilities to greater than 100Gbps up to 2km, depending on the hardware that is interconnected. Network capacity will also be greatly increased to meet the demands of our faculty, staff, and students who depend on internet-connected technology more today than ever before. Additionally, this fiber ring will provide the ability to segment the network creating the Campus Commodity Network (AAMU-CCN), Research on the Hill (AAMU-RotH) Science DMZ, and the Residential Network (AAMU-ResNet).

#### 1. Network Security

In an effort to keep up to date and ahead of the ever increasing risks present in the world of "CyberWarfare" and information security, we are changing the model upon which the "campus network" was traditionally built. It is no longer good enough to simply protect the perimeter of the network and implement Role based Access Controls (RBAC) and assume that the inside network is safe. We have to adapt to the ever-increasing threat of BYOD and compromised devices connecting via legitimate means, but wreaking havoc on unsuspecting users and systems. We are obligated to find new and innovative ways to protect the users who depend on the network while still providing the academic freedoms that are so critical to research and education environments such as ours.

Acknowledging the ever-growing dependence on mobile/wireless technology, AAMU seeks to improve wireless internet services across the campus in the residential dormitories, common areas, and classrooms. AAMU currently provides up to 3559 beds in 1394 Units, and services up to 7000 transient users in common areas. We are seeking a partner to provide managed wireless internet services and support for our students, allowing them to experience the high-quality internet, streaming, and gaming performance they demand along with the advanced services they need to excel in an academic environment.

To help in securing the network, we need to implement a Network Access Control solution that requires the onboarding / registration of every user and device that requests access. This will aide in the development of policies that will guide the AAMU-ITS dept. in micro-segmenting the4 network and analyzing the applications and resources needed to allow user to function without compromising the integrity of the network or its resources. It is our goal to move towards implementing the eduroam® platform which allows users to move from location to location around the world, and connect to the internet and resources needed by authenticating against their "home" location. This will allow us to segment our protected data systems and transition them to a zero-trust model, while maintaining the flexibility our users require on network segments that are secure, but less restricted so as not to interfere with their research and educational needs.

#### 2. Network Segmentation

- <u>AAMU-ResNET</u> The AAMU Residential Network will be a hybrid of a physically and virtually segmented network that provides high-speed internet, residential WiFi coverage, IPTV streaming services, and collaborative gaming services to our student body in the residence halls and common areas of the campus. With the introduction of the AAMU-ResNet, we will transition from our existing 2 ISPs to a total of (3) 10x10Gbps business class circuits utilizing diverse pathways and entry points for our overall campus internet service.
- <u>AAMU-RotH</u> The AAMU Research on the Hill Network will be the universities Science DMZ network. This will be a high-speed, low-latency network directly connected to Internet2 to facilitate the data transfer needs of both faculty and students performing research granting them access to resources outside our campus and otherwise outside their grasp.
- <u>AAMU-CCN</u> The AAMU Campus Commodity Network will be our protected network that will house all of the sensitive data that is governed by regulatory compliance and is essential to how this university functions. This will be further micro-segmented utilizing our existing NGFW to filter all traffic between segments in a zero-trust model of access control. Utilizing this methodology, in compliance with NIST guidelines, reduces our compliance burden by reducing the attack surface of any one system, drastically decreasing the scope of any attack or potential breech.

#### 3. Network Stability

Routing between AAMU-CCN, AAMU-RotH, and AAMU-ResNet will occur at the outside edge of the campus network, separating

traffic according to pre-defined routing tables in the BGP routers. By utilizing multiple diverse redundant internet circuits to provide access to all three major network segments, network stability and up-time are exponentially increased a the end-user level. This multi-tiered system of access provides fail-over capabilities that allow the university to come as close to achieving the "five 9's" of up-time commonly required by most corporate environments without restricting our end-users and exposing ourselves to excessive liability.

#### **CURRENT SOLUTION**

The current AAMU campus fiber plant consists mainly of OM1 Multi-Mode fiber installed on University owned utility poles spanning across the campus to each location originating from the Carver Complex North (Hollins Wing) Data Center location. This network of fiber optic cables has grown over the years and has been installed by multiple vendors using differing terminating procedures and techniques. The fiber itself, having been exposed to environmental factors has experienced damage/repairs in numerous locations caused by UV exposure, storm damage, automobile accidents, and other mitigating factors. The fiber optic cables themselves are 62.5/125 glass and are classified as OM1 fiber, which means at 850nm (wavelength of the light source), they have a bandwidth of 200 MHz-km, maximum attenuation of 3dB/km, and a typical maximum distance of 300 meters (at 100mbps). At a wavelength of 1300nm, they have a bandwidth of 500 MHz-km, max attenuation of 1dB/km, and typical max distance of 2km (at 100mbps).

The AAMU campus network is currently a hybrid between the traditional "Three-tier Hierarchical Network Model" and a dual spoke and hub topology. We are actively working to push routing out away from the core of the network to each individual building allowing us more flexibility and stability with redundant connections and fail-over capabilities in the event there is an outage in parts of the campus. We are currently a multi-homed network running External Border Gateway Protocol (eBGP) on the edge, and Open Shortest Path First (OSPF) protocol internally, to route traffic between our 2 ISP's. Our primary ISP connection provides 5x5Gbps business class service to the internet. Our secondary ISP provides 500Mbps education class service to the Internet2 network and related peers. The current core layer of the network consists of 4 Layer 3 capable switches stacked together in pairs located in each of 2 diverse datacenter locations. The majority of the routing for the network is centralized in the core (DC1\_Core) (See Decentralization). The entry point into most of the buildings act as layer 2 switches, though we have begun deploying layer 3 capable routers to priority locations.

The current wireless internet system consists of several generations of wireless technologies that have been deployed over the years on an "as-needed" basis. Most all existing wireless access points are currently connected to the network via Cat5/5e cabling which limits the bandwidth to the AP at 100Mbps. The wireless access points themselves consist of a mix of Foundry Ironpoint 200, Aruba AP105, Aerohive AP150W, AP250, AP550, and Ruckus R730 totaling roughly 665 WAPs.

The approximately (100) Foundry Ironpoint APs are stand alone un-managed devices to which we no longer have the ability to control or authenticate from a management perspective. The (340) Aruba AP105 APs are controlled by an on-site Aruba 6000 wireless controller located in our primary data center, and does not have any current licensing or maintenance coverage in place. The (283) Aerohive (10) AP150w, (253) AP250, & (20) AP550 devices are controlled by the new Extreme CloudIQ System, and does not have any current licensing or maintenance coverage in place. The (25) Ruckus R730 APs are managed by a Ruckus Virtual Smartzone appliance, and does have current licensing and maintenance coverage in place.

We have purchased two Ruckus data plane appliances and appropriate licensing for Cloudpath Network Access Control, but have decided to forgo the installation and configuration of these platforms in favor of seeking qualified support and management of said platform as part of this RFP due to lack of resources available among our own IT staff.

#### **Submission of Proposals**

Proposals will be accepted until 2:00 P.M. on May, 21st, 2020. PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED. One (1) original, one (1) USB (with Proposal formatted into a single pdf file), and five (5) copies of your Proposal must be submitted. AAMU expects to award a contract to the successful contractor not later than June 30th 2020. AAMU RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF AAMU, AND TO REJECT ANY AND ALL PROPOSALS AT ANY TIME PRIOR TO AWARD.

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

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

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

Inquiries for information regarding procurement procedures, Proposal submission requirements or other administrative concerns may be directed to the Department of Purchasing Services via email at jeffrey.robinson1@aamu.edu.

Thank you for your participation.

Jeffrey Robinson, Director Department of Purchasing Services **SECTION B - SCOPE OF SERVICES** 

#### SCOPE OF SERVICES

### **Internet Services**

#### 1.1 THE SERVICES.

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

#### Campus Internet Services

- The Offeror shall provide Bulk Internet Services and Bulk Wireless Services to the AAMU Residence Halls and Common Areas as defined in Appendix B AAMU-ResNET Locations.
- The Offeror shall provide Bulk Internet Services to the Academic and Administrative areas as defined in Appendix C AAMU-CCN Locations.
- The Offerer shall provide at least (3) diverse 10,000 x 10,000 internet circuits to be utilized by both the vendor and the organization as the backbone of the services to be provided in the locations designated in Appendix B AAMU-ResNET Locations and Appendix C AAMU-CCN Locations
- Offeror must operate its own nationwide redundant MPLS Network with presence in at least 25 data centers or colocation facilities across the United States
- The Offeror must provide two (2) diverse long haul connections, originating at each data center, to each location capable of providing 40,000x40,000 internet service to each location.
- Offerer shall provide monitoring of all traffic to identify and shutdown any Illegal activities
- Offeror must support the use of other IP based devices such as video cameras, fire monitoring, security, HVAC control or other predicted future IOT, life safety, building automation services as required by AAMU
- The Offerer shall install and manage necessary network routing equipment to connect a comprehensive OS2 fiber optic installation connecting roughly 59 locations across the entire campus in a ring topology.
- Offeror must provide AAMU-ITS with a reporting dashboard showing real time property bandwidth, building bandwidth, individual bandwidth, property stats, building stats, user stats, tickets, ticket stats

#### **Residential Network Services**

The Offerer shall provide Bulk Internet Services and Bulk Wireless Services in residence halls, residence hall lounges/lobbies, academic buildings, and other common areas as requested. The Offeror shall be responsible for providing any required surveys, designs, network equipment, network cabling, licensing, and paying appropriate maintenance/programming fees as may be required.

- The Offeror shall be responsible for the installation, maintenance, and upgrades of both the existing and installed systems to include structured cabling and customer service to the individual room connection, distribution of special equipment for residents, and installation/repair of equipment in the locations defined in Appendix B ResNet Locations. All equipment used must be equal to or better than existing network equipment provided by AAMU. All existing equipment used during the transition period will remain property of AAMU.
- Offeror must comply with all AAMU Structured Cabling Standards for new cable installations where required as defined in Appendix D AAMU Structured Cabling Standard.
- Offerer must provide 10,000x10,000 fiber backbone within each location from the MDF to each IDF in order to support up to 1000x1000 to each dorm room included in the scope of work.
- Offerer must provide Wireless 802.11ac Wave 2 OR 802.11ax coverage in all residence halls and common areas capable of supporting up to 10 ip addresses per user as described in Appendix B AAMU-ResNET Locations.
- Offerer must provide Network Access Control (NAC) Registration of all devices/users to secure and protect resident, guest, and transient users of the system.
- Offeror must provide Move-In support at the beginning of each school year

• Offeror must provide Event support for student events across campus.

#### TECHNICAL SUPPORT

An online ticketing system should be made available to students that is available 24x7x365 and provides a means to submit issues related to their internet related services while in the AAMU-ResNET areas. Additionally, an online "Knowledgebase" with answers to Frequently Asked Questions (FAQ), tutorials, and other such information should be provided so that students can resolve the majority of issues themselves. In the event that a resident needs further assistance, they should be provided a "Tech Support" number where they can call and receive assistance on an 8x5x52 basis.

In the event of an unscheduled outage, or other major issue, AAMU-ITS dept. will expect to be able to receive assistance from the Offeror via phone anytime, 24x7x365. We understand that most problems that would rise to this level will likely be beyond either of our control, but in the event a technician needs to be dispatched to resolve an issue caused by the Offeror, the Offeror's equipment, or the Offeror's system, we expect the issue to be resolved in no more than 4 hours.

All maintenance that may result in an outage needs to be coordinated with AAMU-ITS dept. no less than 2 weeks in advance so that we can properly schedule and communicate the maintenance window with AAMU Faculty, Staff, and Students to ensure loss of service does not interrupt other important school related services (e.g. testing, finals, etc.)

- Offeror must be headquartered, or have a physical presence, within the State of Alabama.
- Offerer shall provide AAMU-ITS Ticketed support 24x7x365 with an SLA of less than 4 hours.
- Offeror must provide an online student support portal that is available 24x7x365
- Offeror must provide a telephone support center that is available 8x5x52
- Offeror must provide Students Ticketed incident response time of less than 24 hours.

#### **REGULATORY COMPLIANCE**

Vendors must be able to provide documentation demonstrating compliance with all regulations that are relevant to this market. Moreover, vendors should have a plan in place to ensure that they stay up to date on any relevant regulatory changes. Specific regulations affecting the organization include the following:

- CCPA California Consumer Privacy Act
- CIPA/COPPA Children's Internet Protection Act / Children's Online Privacy Protection Act
- EUGDPR European Union General Data Protection Regulation
- FERPA Family Educational Rights and Privacy Act
- GDPR General Data Protection Regulation
- GLBA Gramm-Leach-Bliley Act
- HIPAA Health Insurance Portability and Accountability Act
- IDEA Individuals with Disabilities Education Act
- NIST National Institute of Standards and Technology Cybersecurity Framework
- NSLA National Summer Learning Association
- PCI-DSS Payment Card Industry Data Security Standard
- **PPRA** Protection of Pupil Rights Amendment

#### **Selection Criteria**

Selected provider must possess the ability to perform the full scope of work and must adhere to all provisions as laid out below:

- Offeror must be able to provide on-site support within 4 hours if needed.
- Offeror must operate its own nationwide redundant MPLS Network with presence in Atlanta, GA., Chicago, IL., and Dallas, TX. with ability to provide cross-connect access to SoX or Internet2.

- Offeror must have the ability to take over all campus wireless internet and provide managed wireless as a service (WaaS) with 24x7x365 customer support.
- Offeror must have the ability of assuming responsibility for all Advanced Internet Routing Protocols such as MPLS, BGP, & OSPF for campus internet services.
- Offerer must have the capability to provide IPTV/Streaming services as needed.
- Offerer must have the capability to provide Video Gaming Network Services as needed.
- Offerer must have the capability of providing Virtual Private Network (VPN) services as needed
- Offerer will assign a dedicated representative(s) to work with the University and describe additional modes of communication that may be used. Excellent customer service and rapid response to urgent needs will be provided. The dedicated representative will meet with University administration as necessary. In your submitted proposal, please identify and introduce who will be assigned as AAMU's representative and specifically describe their services.
- The Offerer will provide services to be billed annually based on AAMU's fiscal year.

#### Interested offerors should include information on the services they can provide including:

- Ethernet speeds / wireless coverage / optional services
- Support desk procedures and hours of operations / On-Site Coordinator
- Promotion and communication of ResNet services, including user surveys
- Technical Support / Customer Support / User Account Creation/Billing
- SD-WAN / Co-location / Cross-connect / Disaster Recovery capabilities
- Security Tools and Anti-Malware Programs available to users

If awarded by the University, the successful Offeror of this RFP will be responsible for providing internet and wireless services to AAMU-ResNET for the length of this contract. If implemented correctly and favorable feedback is received from University staff and residents, AAMU may look to expand this service to AAMU-CCN as well. The University reserves the right to renegotiate prices and services should this service be expanded to cover other locations on campus.

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

**3.0 DURATION OF THE AGREEMENT.** The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto provided that the maximum duration of the Agreement shall not exceed five (5) years. The Agreement shall also contain a provision granting to AAMU the right to terminate the Agreement, with or without cause, upon thirty (30) days' notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the "Agreement Term"). The contract must also meet these additional terms and conditions:

- Billing will be annual with the effective billing dates coinciding with our Fiscal Year.
- The organization, at its sole discretion, will have the option to renew annually by agreement of both parties.
- Annual renewal will be contingent upon the University's needs and satisfaction with the services performed and the overall performance of the Contractor.
- The University reserves the right to renegotiate any term and/or condition as may be necessary to meet requirements for any renewal period. The Successful Offeror will be advised of any proposed revisions prior to the renewal period.

#### • If the University chooses not to renew the contract, all data history will be provided to the University

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

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

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

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

a. A brief description of the history and mission of the Respondent, including the Respondent's background and mission statement, the length of time the Respondent has been in business, a description of the Respondent's organizational structure and a description of the Respondent's customer make-up;

b. Disclosure of the Respondent's Dunn and Bradstreet number;

c. References of the Respondent, including at least three (3) other clients for whom the Respondent has provided services similar to the Services (with preference given to clients comparable to AAMU) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;

d. Disclosure of the volume of sales the Respondent has had in each of its past two fiscal years;

e. A description of the number and qualifications of the Respondent's employees who will participate in the performance of the Services, including the total number of employees at the Respondent's Huntsville location, the names and titles of key employees who will be assigned to provide the Services, a description of the role to be filled by each such key employee and a resume of each such key employee;

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

g. A description of the business design of the Respondent, including the number and locations of facilities and offices of the Respondent and specification of the location of the home office of the Respondent;

h. A statement of whether the Respondent has been certified by any certification agency as a minority business enterprise or any other type of business qualified for an allowable preference;

- i. A description of the methods used by the Respondent to measure the satisfaction of its clients;
- j. Any other relevant information about the capabilities of the Respondent deemed to be material.

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

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

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

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

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

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

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

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

• Performance Bond required by successful bidder

7.0 QUESTIONS REGARDING THIS RFP. Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to jeffery.robinson1@aamu.edu, and must be received by AAMU no later than 2:00 PM/CST on May 8th, 2020. Questions should include a return e-mail address and should specifically reference the section of the RFP to which the question pertains. All questions must be submitted in writing. IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. All questions and answers will be posted on facilities' website at the end of the business day on May 15th, 2020. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and will lead to disqualification.

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

#### INSTRUCTIONS TO RESPONDENTS

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

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

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

#### **3.0 PRE-PROPOSAL CONFERENCE.** None

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

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

#### 6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS.

6.1 <u>General Requirements</u>. In order to be considered for selection, successful Respondents must submit a complete response to this RFP. One (1) original, one (1) USB (with Proposal formatted into a single pdf file) and five (5) copies of each Proposal, including all attachments, forms and other related documents, must be submitted to AAMU at the place and in the manner indicated below. No other distribution of the Proposal shall be made by the Respondent. Proposals submitted by telegraphic or facsimile will not be considered.

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

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

6.1.3 <u>Binding</u>. Each copy of the Proposal should be bound or contained in a single 1" volume. All documentation submitted with the Proposal should be contained in that single volume.

6.2 <u>Place and Time for Submission</u>. Proposals will be received by AAMU at its Purchasing Services office located at 305 Patton Hall, 4900 Meridian Street, Normal, Alabama 35762, until **2:00 P.M. LOCAL TIME ON May 21st, 2020 (THE "SUBMISSION DEADLINE"). PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.** 

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

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

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

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

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

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

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

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

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

#### 7.0 CHANGES TO THE SPECIFICATIONS.

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

#### 8.0 EVALUATION PROCESS.

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

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

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

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

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

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

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

8.2.1.5 The price for which the Services are offered; and

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

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

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

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

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

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

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

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

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

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

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

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

#### 10.0 GENERAL TERMS AND CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 10.22 Minimum Insurance Requirements.

- 10.22.1 Commercial General Liability- \$1,000,000(each occurrence and aggregate).
- 10.22.2 Comprehensive Auto Liability Bodily Injury- \$1,000,000(each occurrence and aggregate)
- 10.22.3 Excess/Umbrella Coverage- \$1,000,000(each occurrence and aggregate).
- 10.22.4 Property Damage Coverage- \$1,000,000(each occurrence and aggregate).
- 10.22.5 Worker's Compensation limits per state requirements. (Shall cover all employees)

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

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

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

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

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

## **SECTION D - PRICING SCHEDULE**

### PRICING SCHEDULE(Optional)

Internet Services

**SECTION E – APPENDICES- Exhibit A** 

#### <u>Appendix A</u> Terms and Definitions

- "AAMU", "Alabama A&M", "Alabama A&M University" shall mean Alabama Agricultural and Mechanical University
- "AAMU-CCN" The Alabama A&M University Campus Commodity Network is a highly secured, zero-trust network used to facilitate the business communication needs of the University. This network houses the data and systems that are essential to the University and are frequently subjected to regulatory or compliance audits for information security.
- "AAMU-ResNet" The Alabama A&M University Residential Network is the general internet services provided to the student body for academic and personal use. This network is a secured network, but generally provides only standard residential security measures to ensure that the end user is provided the freedom and flexibility to access resources needed for learning.
- "AAMU-RotH" The Alabama A&M University Research on the Hill network is the campus Science DMZ which is used for Research and Education collaboration among researchers, faculty and students. This network is a high-speed, low-latency network that is used to facilitate large data transfers with direct and unfiltered access to Internet2.
- "Academic Year" The nine (9) calendar months beginning mid-August of each year and ending mid-May of the following year.
- "Appendix", or "Appendices" are written or graphic instructions issued by Alabama A&M University prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletion, clarification, or correction.
- "Border Gateway Protocol" or "BGP" A standardized exterior gateway protocol designed to exchange routing and reachability information among autonomous systems (AS) on the Internet.
- "Bulk Internet Services" Internet access services provided by Offerer.
- "Bulk Wireless Services" Wireless Internet Services provided by the Offerer.
- "Competitive Negotiation" The method authorized in Article 3 of The Code of Alabama 1975 Title 41 Chapter 16 Section 50
- "Contract" and "Resulting Contract" are used interchangeably and are defined as the official agreement and contract award resulting from the Successful Offeror's response to this Request for Proposal.
- "Cross-connect" Physical cables that connect two different networks within a data center providing services such as dark fiber, wavelength, MPLS, or other point-to-point services are available with a single cross connect.
- "Contractor", "Vendor" or "Offerer" is defined as a person, company, or corporation with the capability in all respects to perform fully the contract requirements and with the integrity and reliability ensuring good faith performance.
- "Demilitarized Zone" or "DMZ" A physical or logical sub-network that contains and exposes an organization's externalfacing services to an un-trusted network, usually a larger network such as the Internet.
- "FCC" Federal Communications Commission
- "Fiscal Year" when used herein is defined as the twelve (12) calendar months beginning October 1 of each year and ending on September 30 of the following year.

- "Governing Law" The contract and all of the rights and obligations of the parties hereto will be construed, interpreted and applied in accordance with, governed by and enforced under the laws of the State of Alabama.
- "Local Area Network" or "LAN" A network spanning a small area, usually within the confines of a single facility.
- "Multi-Protocol Label Switching" or "MPLS" a mechanism for routing traffic within a telecommunications network, as data travels from one network node to the next.
- "Network Access Control" or "NAC" A platform capable of authenticating, authorizing, and accounting for each user and device that attempts connection to the attached network or networks.
- "Network Realization" The stage of network planning and design following network synthesis when the network architect tests the flow of data through the network and adjusts the physical circuit plan to produce a more cost-effective and reliable network.
- "Network Synthesis" The stage of network planning and design following topological design when the network architect decides how to route the information through the network components.
- "Offer" or "Proposal" are defined as the Offeror's response to this Request for Proposal. The term "Offeror" is defined as the individual or entity submitting a Proposal.
- "Offerer" is defined as a person, company, or corporation with the capability in all respects to perform fully the contract requirements and with the integrity and reliability ensuring good faith performance.
- "Organization" The entity issuing the RFP, being Alabama Agricultural and Mechanical University hereby known as "Alabama A&M University", or as "AAMU" and located at 4900 Meridian Street North in Huntsville, Alabama 35811
- "Price" The amount that the organization will deliver to the vendor/bidder for the product or service described in the RFP.
- "Purchasing Agency" is defined as Alabama A&M University, Division of Purchases & Stores, 4900 Meridian Street N, Huntsville, AL 35811.
- "**Purchasing Official**" is defined as Alabama A&M University's designated contracting representative. For this RFP it is the Chief Information Officer.
- "Request for Proposal" or "RFP" The request for proposal issued to solicit bids for the product or service described herein as is required in Article 3 of The Code of Alabama 1975 Title 41 Chapter 16 Section 54
- "Requester" shall mean the Alabama Agricultural and Mechanical University Information Technology Services Department
- "Services" shall mean Bulk Internet Services and Bulk Wireless Services or all services provided by the Offerer.
- "System" shall mean a system of fiber optic cable or lines, and/or other types of cable lines, and/or wired or wireless delivery system located on the Premises and used for the provision of Services.
- "Term" shall mean the period of effectiveness of this Agreement as set forth herein.
- "**Topological Design**" The stage of network planning and design when the network architect decides where to place network components and how to connect them.
- "Unit" shall mean a residential condominium or apartment dwelling unit at the Premises.

- "Video Gaming Network" A high-speed, low latency physical or logical sub-network that is used primarily for the purposes of online video gaming / competition that reduces lag and jitter experienced on traditional enterprise or residential networks.
- "Wide Area Network" or "WAN" A network spanning a large area, usually linking servers across metropolitan, regional, national or international boundaries through leased telecommunications lines.

<u>Appendix B</u>
<b>AAMU – ResNET Locations</b>

BLDG #	ABBR	Building Name	Street	City	State	Zip
80	NHSA	Normal Hills Student Apartments	115 Chase Rd NW	Huntsville	AL	35811
28	NRH	New Residence Hall	4101 Meridian St NW	Huntsville	AL	35811
26	FLLC	Foster Living Learning Complex	460 Buchanan Way NE	Huntsville	AL	35811
63	KLLC	Knight Living Learning Complex	110 Holloway Rd NE	Huntsville	AL	35811
57	TRY	Terry Residence Hall	326 Buchanan Way NE	Huntsville	AL	35811
44	PRH	Palmer Residence Hall	325 Buchanan Way NE	Huntsville	AL	35811
58	TGPN	Thigpen Residence Hall	344 Buchanan Way NE	Huntsville	AL	35811
34	HRH	Hopkins Residence Hall	410 Buchanan Way NE	Huntsville	AL	35811
42	MRH	Morris Residence Hall	440 Buchanan Way NE	Huntsville	AL	35811
56	SRH	Stephens Residence Hall	450 Buchanan Way NE	Huntsville	AL	35811
38	RLUC	Ralph Lee University Center	360 Buchanan Way NE	Huntsville	AL	35811
98	HWC	Health & Wellness Center	4011 Meridian St NW	Huntsville	AL	35811
33	НСВ	Honors Center Building	316 Buchanan Way NE	Huntsville	AL	35811
67	QUAD	The Quad (Outdoor WiFi)	4235 Akimbo Rd	Huntsville	AL	35811
128	CIH-128	Confucius Institute House	128 Chase Rd	Huntsville	AL	35811
136	CIH-136	Confucius Institute House	136 Chase Rd	Huntsville	AL	35811

#### Appendix C AAMU – CCN Locations

BLDG #	ABBR	Building Name	Street	City	State	Zip
12	CCX	Carver Complex	4240 Morrison Cir NE	Huntsville	AL	35811
43	MFAB	Morrison Fine Arts Building	4119 Council Blvd	Huntsville	AL	35811
8	SOB	School of Business	4230 Morrison Cir NE	Huntsville	AL	35811
23	SOE	A. J. Bond Hall (School of Engineering)	4000 Bond Dr NE	Huntsville	AL	35811
19	DEXT	Dawson Extension Building	306 Akimbo Rd NE	Huntsville	AL	35811
24	ARC	Agricultural Research Center Building	329 Akimbo Rd NE	Huntsville	AL	35811
45	TGPB	T.R. Parker Buildings	321 Akimbo Rd NE	Huntsville	AL	35811
30	GH	Green Houses	315 Akimbo Rd NE	Huntsville	AL	35811
11	CSH	Carter Science Hall	130 Parker Dr. NE	Huntsville	AL	35811
15	VMC	V. Murray Chambers Science Building	4235 Morrison Cir NW	Huntsville	AL	35811
21	DMLRC	Drake Memorial Learning Resource Center	115 Drake Dr. NE	Huntsville	AL	35811
39	MVB	McCalep Vocational Building	375 Buchanan Way NE	Huntsville	AL	35811
4	BGH	Bibb Graves Hall	355 Buchanan Way NE	Huntsville	AL	35811
20	DDH	Drake Hall	335 Buchanan Way NE	Huntsville	AL	35811
17	WHCH	W. H. Councill Hall	315 Buchanan Way NE	Huntsville	AL	35811
1	CAMB	Crump Agricultural Mechanics Building	4103 Meridian St NW	Huntsville	AL	35811
50	PSB	Poultry Science Building	465 Buchanan Way NE	Huntsville	AL	35811
52	IWC	Dora's House	4105 Meridian St NW	Huntsville	AL	35811
18	LCS	Louis Crews Stadium	200 Bates Cir NW	Huntsville	AL	35811
73	HFH	Hobson Field House	201 Bates Cir NW	Huntsville	AL	35811
22	TMEG	T. M. Elmore Gym	4225 Davis Dr. NW	Huntsville	AL	35811
27	FLG	Frank Lewis Gym	425 Buchanan Way NE	Huntsville	AL	35811
16	СТС	Councill Training Center (Athletics / ROTC)	4107 Meridian ST NW	Huntsville	AL	35811
65	BBSB	Baseball/Softball Fields	190 Bates Cir NW	Huntsville	AL	35811
25	FIC	Foster Irradiation Center	4250 Morrison Cir NE	Huntsville	AL	35811
9	CL	Carnegie Library	345 Buchanan Way NE	Huntsville	AL	35811
40	МССВ	McCormick Building	308 Buchanan Way NE	Huntsville	AL	35811
64	SBA	State Black Archives (Wilson)	300 Buchanan Way NE	Huntsville	AL	35811
47	PHAB	Patton Hall Administration Building	4210 Morrison Cir NE	Huntsville	AL	35811
53	USB	University Services Building	453 Buchanan Way NE	Huntsville	AL	35811
37	EKMF	Eugene Kendrick Maintenance Facility	445 Buchanan Way NE	Huntsville	AL	35811
14	CCU	Councill Credit Union	441 Buchanan Way NE	Huntsville	AL	35811
54	HR	Human Resources	444 Buchanan Way NE	Huntsville	AL	35811
10	ARW	Aramark Receiving Warehouse	430 Buchanan Way NE	Huntsville	AL	35811
36	HES	Hester House	440 Buchanan Way NE	Huntsville	AL	35811
		BTS Fuel Station	443 Buchanan Way NE	Huntsville	AL	35811
		NHSA Guard Shack	114 Chase Rd	Huntsville	AL	35811
		Campus Rd. Guard Shack	467 Buchanan Way NE	Huntsville	AL	35811
		Councill Blvd Guard shack	4118 Councill Blvd	Huntsville	AL	35811
		Alumni House	116 Chase Rd	Huntsville	AL	35811
		Bates Rd Camera		Huntsville	AL	35811
		Parker Rd Camera		Huntsville	AL	35811

#### Appendix D Campus Fiber Ring

