Request for Proposal- T054341

Proposal Due Date
Wednesday, September 16, 2015

Air Charter Services
**REQUEST FOR PROPOSAL**

**ATTENTION:** This is not an order. Read all instructions and terms and conditions carefully.

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<th>INVITATION NO.:</th>
<th>RETURN ALL COPIES OF PROPOSALS TO:</th>
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<td>T054341</td>
<td>THE UNIVERSITY OF ALABAMA</td>
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<td>PURCHASING DEPARTMENT</td>
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<td></td>
<td>(Street Address) 1101 Jackson Ave Suite 3000</td>
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<td></td>
<td>Tuscaloosa, Alabama 35401</td>
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<td>(Mailing Address) Box 870130</td>
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<td></td>
<td>Tuscaloosa, Alabama 35487</td>
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<td>PHONE: (205)348-5230 FAX: (205) 348-8706</td>
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**Proposal Responses may NOT be faxed or emailed.**

**IMPORTANT:** PROPOSALS MUST BE RECEIVED BY **Wednesday, September 16, 2015 @ 2:00 P.M. CST TIME**

Proposal number and opening date must be clearly marked on the outside of all proposal packages.

| 1. | Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted there under sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the University reserves the right to enter into negotiations within thirty (30) days of the proposal opening. |
| 2. | The University's General Terms and Conditions and Instructions to Bidders, viewable at [http://www.purchasing.ua.edu/purchbidinfo.html](http://www.purchasing.ua.edu/purchbidinfo.html) apply to this Solicitation and shall become a part of any contract issued hereunder. |
| 3. | For purposes of this Solicitation, the Solicitation documents shall consist of the following components: a) Request for Proposal and any Addenda; b) General Terms and Conditions; c) Instructions to Bidders. In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern. |
| 4. | This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles. |

**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 in Alabama. By submitting a response to this solicitation, 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 University of Alabama may declare the contract void if the certification is false.

**DISCLOSURE STATEMENT**

1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.
2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.
3. By accepting payments agreed to in any purchase order resulting from this proposal, Contractor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
2. The contents of the proposal or proposals have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the proposal or proposals and will not be communicated to any such person prior to the official opening of the proposal or proposals;
3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.
4. I have fully informed myself regarding the accuracy of the statement made above.

**THIS AREA MUST BE COMPLETED**

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Typed/Printed Name of Signor

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the information requested in the spaces provided.
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THE UNIVERSITY OF ALABAMA
REQUEST FOR PROPOSAL

1.0 INTENT AND SCOPE

The University of Alabama is seeking sealed proposals from experienced, financially sound, safe and responsible contractors to provide Charter Air Services for various groups, teams and organizations on an as needed basis.

Due to the various needs and sizes of Charter Air Transportation, the University intends to qualify more than one contractor based on their ability to meet the specifications as stated in this proposal. The award of this contract will be based on each contractor’s individual capabilities, not price.

Each qualified contractor will later be invited to provide pricing per trip on an as needed basis once they have proven they meet the requirements stated in this RFP. Pricing as well as the ability to provide the services requested by each group will determine the award of each individual trip. Qualifying under this contract does not guarantee any purchase of service at any time.

The general and technical specifications, together with the related information and any addenda, comprise the requirements for this request. The Contractor must begin providing services on the date stated in the Special Conditions and the execution of a contract or purchase order.

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

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

2.0 INFORMATION AND EXPECTATIONS

The University of Alabama, the State of Alabama’s oldest public university located in Tuscaloosa, is a senior comprehensive doctoral level institution. The University was established by constitutional provision under statutory mandates and authorizations. Its mission is to advance the intellectual and social condition of the State through quality programs of teaching, research, and service. As one of the major residential campuses in the State, the University enhances the academic and personal growth of its approximately 35,000 students and workforce of 6,000 through its on-campus environment. The University’s research, creative activities, and instructional programs form a foundation for extensive service activities, establishing a number of partnerships with business, non-profit organizations, and government through applications of new knowledge. These relationships often extend beyond the bounds of the State as the University assists developmental efforts at regional, national, and international levels.

The University maintains a philosophy of excellence in all of its programs. The University expects its Contractors to provide and adhere to the same standard of excellence and the products and/or services provided must be reflective of this quality. The University expects the Contractor to provide the customer service, time, resources and personnel necessary to provide excellent products and/or services.

The University has various groups, teams and organizations on campus that utilize charter air services. The majority of the air charters are needed to transport passengers to and from Tuscaloosa, AL within the Continental U.S. on an as needed basis. The University anticipates that this qualifying contract will be the sole source to procure Charter Air Services.
3.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Alabama prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

The terms "offer" or "proposal" means the Respondent(s) response to this Request for Proposal.

The term "Respondent" means a person, company, corporation or other the entity group submitting a proposal.

The term "Contract" shall mean the contract awarded to a Contractor pursuant to this Solicitation.

The term "Contractor" means the entity receiving a contract award.

The term "Subcontractor" means the Air Carrier or Service Provider acting on behalf of the Contractor whom received a contract award.


The term "Purchasing" means The University of Alabama, Purchasing Department, Room 1101 Jackson Ave, Suite 3000, South Lawn Office Building, Tuscaloosa, AL 35401.

The term "Purchasing Officer" means The University of Alabama’s appointed contracting representative.

The term "Responsible Respondent" means a Respondent who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means The University of Alabama.

The term "Premises" means University facilities located in Tuscaloosa, AL.

The term "Facilities" means existing University real properties and any improvements thereon or those acquired after award of the RFP.


4.0 GENERAL SPECIFICATIONS

4.1 Contract Term

The initial term of the Contract Award for this RFP shall be for a one (1) year period beginning on the effective date stated in section 4.2. Qualifications for this contract must be met for the duration of the contract period.

Upon mutual agreement between the successful Contractor(s) and the University, this contract may be renewed annually, up to a period of ten (10) years with the same qualifications and under the current terms and conditions if it is in the best interest of the University. Annual renewal will be contingent upon the University’s satisfaction with the Contractor’s performance and compliance with the RFP requirements. The successful Contractor(s) should furnish the written agreement to The University of Alabama ninety (90) days prior to the renewal year.

If a Contractor has interest in qualifying after the award of this contract, they should submit a written request to the University Purchasing Department. If it is in the best interest of the University, the Contractor will be permitted to submit a response to this RFP for potential qualification at the following annual term. However, the University reserves the right to add additional qualified Contractors as needed throughout the contract term(s) if deemed to be in the best interest of the University, as solely determined by The University of Alabama.

4.2 Effective Date

The effective date of the contract shall tentatively be October 1, 2015 or the date upon which the parties execute the contract and all appropriate approvals have been received, whichever is later.

4.3 Entire Contract

The issuance of a University Purchase Order (P#) or a signed contract document is required to constitute a contract between the successful Contractor and the University which shall bind the successful Contractor to provide the services ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation. No services are to be performed for The University of Alabama without the issuance of a Purchase Order (P#). (Respondents are not to accept or provide services against a requisition number “R” #.)

The terms and conditions included in this Solicitation along with any addenda, any University contract and/or University purchase order(s) issued referencing this Solicitation, the University’s General Terms and Conditions, Instructions to Bidders shall constitute the entire and exclusive Contract between the University and the successful Respondent.

4.4 Technical Specifications - Required

Contractor(s) must meet or exceed all of the requirements below to be considered in the RFP award process.

Any services that the successful Contractor(s) or department(s) would like to have added to this contract must be approved by the Procurement Department.

4.4.1 AIR CHARTER SERVICE REQUIREMENTS:

1. All Charter aircraft provided for University trips MUST be in excellent condition and meet all Federal Aviation Administration (FAA), Department of Transportation (DOT), State of Alabama and any other federal and state rules, regulations and requirements regarding the airworthiness and safe air travel. It is the responsibility of the Air Carrier/Operator to be familiar with and in compliance with any of these regulations. If the status of a certification shall change, the Contractor must notify the University immediately.
2. All Air Carriers must meet or exceed the qualifications and legal requirements as outlined by the regulations of their respective FAA Part 121 or 135 Air Carrier Certificate; whichever is appropriate for the size of aircraft being requested and quoted upon.

3. The University prefers an ARGUS safety rating of Gold Plus or Higher.

4. The University of Alabama group, team or organization must arrive at the scheduled event on time. All penalties, fines, or charges incurred by The University because of mechanical malfunctions, breakdowns, or due to the negligence of the pilot(s), the charter company, its agents, employees or subcontractors, will be the responsibility of the contractor, with the exception of acts of God, or other events and circumstances beyond the control of the contractor. However, the contractor should always take into consideration weather conditions that may affect transportation and communicate this information to the appropriate University personnel in charge of the trip.

5. In the event of mechanical malfunctions or breakdowns, the contractor should supply a replacement aircraft within two (2) to four (4) hours from the time the problem is discovered for The University of Alabama group, so that they arrive at the scheduled event on time and return to the University as scheduled with all services of this contract provided. However, cost of the replacement transportation, mechanical repairs, or service will be the responsibility of the contractor. The University will pay only the original contracted price for the scheduled charter. In such event, The University of Alabama shall have no liability to Contractor for the cost of any part of the charter not used by the University, any damages, loss of profit, or any other costs or expenses.

6. Any backup aircraft used must meet the same criteria as originally required within these specifications.

7. Prior to the trip, the Contractor may not substitute aircrafts that are outside the requirements of this contract without prior approval of the designated Buyer in the Purchasing Department.

8. If the Contractor or its Service Provider is unable to provide aircraft for any of the charter flights listed on the Purchase order, by the scheduled flight time, due to mechanical malfunction or breakdown and if the Contractor is unable to resolve the issues within four (4) hours of the scheduled flight time, then The University of Alabama at its election may secure air services or another mode of transportation from other transportation providers. In such event, The University of Alabama shall have no liability to Contractor for any damages, loss of profit, or any other costs or expenses. Contractor agrees to refund to The University of Alabama the whole or a prorated portion of the charter price previously paid for either the entire charter flight or that portion of which was not provided and shall reimburse The University of Alabama for all cost and expense incurred by The University of Alabama to secure substitute air services or other transportation which exceeds the cost for either the entire charter or that portion of the scheduled charter flight which did not occur.

9. If the Contractor or its Service Provider cancels the entire charter flight or a portion of the charter flight due to any of the following reasons, the Contractor shall refund the University all monies previously paid by the University for the canceled portion of the scheduled flight and for the expense(s) and cost of securing substitute transportation which exceed the charter price of the canceled flight.

   a) Aircraft Availability
   b) Contractor’s failure to make payment for a charter flight by the due date specified in its contract with its Service Provider.
   c) Crew unavailability
   d) Breakdown or Mechanical Malfunction

10. The University reserves the right to make flight changes within one (1) day of departure.
11. Contractor is responsible for communicating the contract requirements to their subcontractor prior to each trip.

12. The University of Alabama may require direct contact with the air carrier representative in charge of chartered flights to notify them of any changes and to confirm schedule status, if requested.

13. Flight Scheduling – Contractor(s) and Air Carrier(s) will be responsible for all flight-scheduling, airport arrangements, and compliance with all runway restrictions and codes of the indicated destinations. All confirmed air carrier scheduling must be furnished to The University of Alabama at least thirty (30) days prior to each departure.

14. The point of origin for charters is typically the Tuscaloosa Municipal Airport, Tuscaloosa, Alabama. However, a situation may occur that requires the origin be the Birmingham Airport (BHM) in Birmingham, Alabama or other locations, as needed.

15. Aircraft must be on-site for boarding at least one (1) hour prior to flight time.

16. Contractor/ Air Carrier will furnish The University of Alabama with manifest forms for each trip which they are providing pilots.

17. The University of Alabama will furnish the contractor or air carrier with the number of passengers, their names, weight, date of birth and the weight of cargo.

18. Contractor must have twenty-four (24) hour dispatch for emergencies and unexpected schedule changes which may occur.

19. Contractor must immediately notify authorized University representative, if re-routing of aircraft is deemed necessary and the reason for the re-routing.

20. Contractor guarantees that if any health-related information is obtained by any method or manner of delivery and in any form or medium, this information will not be shared with other persons causing a violation of the individual’s privacy. The contractor further agrees that the University is authorized to terminate any contract without penalty or liability if the University, in its sole discretion, reasonably suspects that the contractor has violated this requirement.

21. Contractor agrees to designate in advance airport personnel that will be the point of contact for The University of Alabama travel group. These personnel will assist with all services necessary for boarding and deplaning including, but not limited to: passenger service, ramp service, in-flight services, air cargo, catering, cabin services and baggage services.

22. Contractor/ Air Carrier agrees to notify Ms. Tara Fuhrman, tfuhrman@fa.ua.edu or 205-348-5035 and Ms. Jennifer Patrick, jpatrick@fa.ua.edu or 205-348-5026 of any incident within twenty-four (24) hours of the incident.

23. Contractor must act as a contractual agent for the air carrier it is quoting and act on their behalf in the sale of air transportation to The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama.

24. Contractor is responsible for communicating the contract requirements to their pilot(s), flight crew and subcontractors prior to a trip. The Contractor will be penalized financially if the pilot, flight crew or subcontractor(s) fails to perform and does not fulfill the contract obligations as described in this document and/ or in the contract specifications. The amount of penalty will be at the discretion of the University and will be determined by the severity of lack in performance.
25. If a subcontractor is utilized, The University must approve the subcontractor prior to services being provided and the University must be made aware of any changes in the subcontractor or air carrier provider.

26. Contractor is responsible for contacting the person in charge of the group upon receipt of the purchase order and again within thirty (30) days prior to departure to confirm date, time and all itinerary details. The Contact person will be provided on the Purchase Order.

27. The University of Alabama expects all of the aircraft systems to be in excellent working order. It is expected that the quality of the aircraft(s) contracted have fully functioning equipment to maintain passenger comfort and pleasure. If the air-conditioning/heating system, or any other aircraft system ceases to function at a comfortable or acceptable level during the trip, the University will impose a penalty of up to fifteen percent (15%) of the trip total. The University Purchasing department will determine the exact penalty based on the circumstances.

4.4.2 PILOT REQUIREMENTS:

1. Two (2) Pilots are required for each trip; One (1) Chief Pilot and One (1) Co-Pilot

2. Pilots must meet or exceed the qualifications, standards and legal requirements as outlined by the regulations of their respective FAA Air Carrier Certificates, and the Department of Transportation Charter Aircraft Division.

3. Both pilots must be licensed to fly the type of aircraft being furnished and a current ATP License must be furnished to The University of Alabama prior to departure of any Air Charter Service to confirm compliance with the FAA.

4. Pilots should have successfully completed a Ground and Flight school approved by the aircraft manufacturer in the make & model aircraft being flown within the preceding twelve (12) months of the flight.

5. Pilot service is critical to this contract. The pilots must remain with the aircraft until all University personnel are completely boarded or deplaned from the aircraft.

6. The minimum qualifications of the pilots must be as specified by the Federal Aviation Administration and the Department of Transportation Charter Aircraft Division.

7. Pilots must be dressed in a professional uniform and wear appropriate designations at all times.

4.4.3 FLIGHT ATTENDANT REQUIREMENTS:

1. The Air Carrier will provide a minimum of one (1) flight attendant for all trips up to fifty (50) passengers. Trips with more than fifty passengers will require one flight attendant for every fifty or the number of passengers between fifty increments.

2. All flight attendants shall wear a professional company uniform and name tag. Street clothes are unacceptable.

3. All flight attendants shall have completed specific training in charter services.

4. The minimum qualifications of the flight attendants must be as specified by the Federal Aviation Administration and the Department of Transportation Charter Aircraft Division.

5. Flight attendants are expected to have a pleasant, encouraging attitude and provide excellent professional service. Conduct that is not acceptable includes but is not limited to: General rudeness, offensive language, offensive or distasteful comments related to age, race, ethnic
background or sex, evidence of alcohol or drug influence, refusal to provide services requested and refusal to make arrangements for additional services needed.

4.4.4 AIRCRAFT REQUIREMENTS:

1. Seating capacity will vary from five (5) to three hundred (300) passengers and will be specified on the Quotation Sheet at the time of a request for service.

2. The University of Alabama requires all aircrafts be multi-engine turboprop, turbine or jet aircraft. No single engine or multi-engine piston aircraft will be accepted for travel by any University group, team or organization.

3. Each Aircraft being used by a University group must be no older than twenty-five (25) years unless pre-approved by The University of Alabama Purchasing Department.

4. The restroom facility must be completely functioning and clean. Restrooms must be serviced as often as necessary to avoid offensive odors and to ensure it is sufficiently stocked with standard restroom products such as soap and paper products.

5. The air-conditioning and heating must be in excellent working condition.

6. The charter aircraft must have exterior and interior storage compartments for luggage and equipment.

7. The exterior of the aircraft should be in excellent condition and the interior of the aircraft should be clean with upholstery & flooring in excellent condition.

8. If an inspection of the aircraft(s) is requested by The University of Alabama, the inspection shall take place prior to departure of a scheduled trip. The records for the aircraft(s) must be with the aircraft at the time of the inspection. Failure to provide these records may eliminate your proposal from consideration.

9. All charter aircrafts provided for scheduled trips MUST be in excellent condition and be certified by and meet all of the Department of Transportation (DOT) and Federal Aviation Administration (FAA) rules, regulations and guidelines. All maintenance records for the aircraft to be provided must be available to The University of Alabama for review, if requested.

10. If the specified aircraft is prohibited from flying into and out of the airport listed in a request, due to the size of the aircraft, the Contractor is responsible for bringing this to the attention of The University of Alabama Purchasing Department.

4.4.5 SECURITY CHECKS AND FIXED BASE OPERATION

1. Contractor/ Air Carrier are required to have a fixed base operation in all origin/destination locations.

2. All security checks must take place inside a fixed base operation. This cannot be performed outside.
4.4.6 **TRIP CONFIRMATION POLICY:**

1. Contractor(s) are required to confirm a charter upon receipt of a University purchase order for the charter trip(s) indicated on the purchase order. All charters must be confirmed within twenty-four (24) hours of receipt of a University purchase order. Please fax confirmation or notice to decline charter to (205) 348-8706 or e-mail tfuhrman@fa.ua.edu. Failure to notify the University of the unavailability of a charter aircraft will result in the contractor reimbursing the University any additional expense incurred in obtaining aircraft from another contractor. This may also result in the removal of the contractor from the University's list of responsible contractors. CONTRACTORS MUST RECEIVE A PURCHASE ORDER NUMBER FROM A PURCHASING DEPARTMENT REPRESENTATIVE OR A HARD COPY OF THE PURCHASE ORDER BEFORE RESERVING AN AIRCRAFT. NO OTHER DEPARTMENT IS AUTHORIZED TO NOTIFY A CONTRACTOR OF AN AWARD. THE UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED DUE TO FAILURE TO FOLLOW THIS PROCEDURE.

4.5 **Technical Specifications - Preferred**

1. The University of Alabama requests to board and deplane directly.

2. The ability to provide catering services, if required for flight. Catering services will include beverage service, snacks and a full hot meal.

4.6 **Technical Specifications - Optional**

Satellite TV and Wi-Fi are optional depending on the group's needs. This will be specified on the quotation sheet sent out as a group's charter need arises. (See Section 8.0 Sample Quotation Sheet)

4.7 **Financial Specifications**

1. It is the Respondent's responsibility to verify any information, or obtain any clarifications prior to submitting their proposal. The University is not liable for any errors or misinterpretations made by the Respondent in response to this solicitation.

2. As stated in section 1.0, the intent of this RFP is to **qualify** contractors based on their ability to meet the service needs described in this request as it pertains to Air Charters. **Though pricing is not reflected in this RFP it will be a criterion of award for each individual trip requested by all groups.**

3. Prices quoted on the quotation sheet (which will be sent out to qualified contractors as charter needs arise) must include all expenses associated with the air charter(s) services required by this RFP. Prices must include but are not limited to: all equipment, pilots, services, insurance, fuel, taxes, fees, flight personnel and crew, and any other expense for each trip. The University will not incur any additional cost above the contractor’s stated price on the quotation sheet unless requested by the University. (See Section 8.0, Sample Quotation Sheet for reference only) All prices quoted must remain firm for the duration of each charter.

4. The University will not pay any additional charges for positioning and re-positioning the aircraft.

5. Pricing **must** be calculated on the fuel base rate listed on the quotation sheet. If fuel prices exceed the dollar amount listed on the quotation sheet, the contractor must provide published documentation that the air carrier paid more for the fuel. The contractor at any point can only bill for fuel surcharges for the trip from Tuscaloosa to the group's destination and return to Tuscaloosa.

6. All service requests must be confirmed by a University Representative. The University will not be responsible for any charter service(s) provided without obtaining a University purchase order prior to take off and a confirmation by a University representative upon completion of the charter service.
7. Quoted price(s) must include all travel expenses associated with the services required by this RFP.

8. Itemized invoice(s) showing net pricing for each trip contracted must be submitted to the University in order for payment to be made. Statements will not substitute as an invoice. Purchase Order Numbers (P00XXXXX) MUST BE LISTED ON ALL INVOICES. Failure to do so may delay payment.

5.0 PROPOSAL GENERAL REQUIREMENTS

5.1 Key Event Dates

Although subject to change, the University expects to adhere to the following time and event schedule relative to this RFP Process.

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<tbody>
<tr>
<td>Tuesday, August 18, 2015</td>
<td>Request for Proposal Issued</td>
</tr>
<tr>
<td>Tuesday, September 1, 2015, 10:00AM CST</td>
<td>Deadline to Submit Questions</td>
</tr>
<tr>
<td><strong>Wednesday, September 16, 2015 2:00PM CST</strong></td>
<td>Proposals Due</td>
</tr>
<tr>
<td>Wednesday, September 23, 2015</td>
<td>Tentative - Contract Finalization</td>
</tr>
<tr>
<td>Thursday, October 1, 2015</td>
<td>Contract in Place</td>
</tr>
</tbody>
</table>

*Dates are approximate

5.2 Issuing Department

The Purchasing Department at the University of Alabama is the issuing department for this RFP and all subsequent addenda relating to it. The reference number for the Proposal is defined on the Purchasing Department RFP cover sheet. This number must be referenced on all proposals, correspondence, and documentation relating to RFP inquiries.

5.3 Respondent Communication

To ensure that the RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the Respondent’s firm, each Respondent who intends to participate in this RFP is to provide the following information to the Purchasing Officer. Prompt, thorough compliance is in the best interest of the Respondent. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Respondent. Without the prompt information, any communication shortfall shall reside with the Respondent.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Additional contact persons with same information provided as primary contact

This contact information, intent to propose and questions may be transmitted via fax or e-mail to:

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>University</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tara Fuhrman</td>
<td>Purchasing</td>
<td>The University of Alabama</td>
<td>Box 870130 Tuscaloosa, AL 35487-0130</td>
<td>(205) 348-5035</td>
<td>(205) 348-8706</td>
<td><a href="mailto:tfuhrman@fa.ua.edu">tfuhrman@fa.ua.edu</a></td>
</tr>
<tr>
<td>Jennifer Patrick</td>
<td>Purchasing</td>
<td>The University of Alabama</td>
<td>Or 1101 Jackson Ave Suite 3000 Tuscaloosa, AL 35401</td>
<td>(205) 348-5026</td>
<td></td>
<td><a href="mailto:jpatrick@fa.ua.edu">jpatrick@fa.ua.edu</a></td>
</tr>
</tbody>
</table>

All communication with the University regarding this RFP shall only be directed to the University Purchasing Officer listed above.
5.4 Preparation of Offers

Respondent is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Respondent will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Respondent’s capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be submitted in a single volume except as otherwise specified.

An electronic version of University’s General Terms and Conditions and Instructions to Respondents are available through The University of Alabama Purchasing website:

https://finance-estus.fa.ua.edu/financepub/procpub/Purchasing/General_Terms_and_Conditions.pdf

https://finance-estus.fa.ua.edu/financepub/procpub/Purchasing/instructions-to-bidders.pdf

In the event of any conflict between any provision of this RFP and any provision of the above referenced General Terms and Conditions and Instructions to Bidders, the provisions of this RFP will control and shall be contracting and binding on the parties.

5.5 Proposed Deviations from the Request for Proposal

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined in accordance with the Transmittal Letter, Section 6.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Respondents shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

If the original terms of acceptance are revised by the successful Contractor after the University has awarded any resulting contract, and The University of Alabama cannot accept the terms as altered, the University reserves the right to revoke and cancel the contract by written notice to the successful Contractor within thirty (30) days of becoming aware of such revision without any penalty to The University of Alabama.

5.6 Proposal Submission and Deadline

Respondents must provide an original copy of this proposal with original signatures along with one (1) additional copy and one (1) electronic copy saved to a jump drive. All proposals and copies should be received by the Purchasing Office in a sealed envelope, prior to 2:00 P.M. CST on the date as specified in Section 5.1 Key Event Dates and addressed to the Purchasing Officer as listed Section 5.3 Respondent Communication. The Purchasing Department accepts deliveries Monday – Friday, 8:00 AM – 4:45 PM CST.

Respondents must retain a copy of their proposal for their records and use.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or email are not acceptable.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show the closing time and date specified, the solicitation number, and the name and address of the Respondent on the face of the envelope.
Due to imaging requirements, responses and additional data must not be permanently bound. Proposals may be stapled, in folders, three-ring binders or clipped. No shiny or slick paper.

5.7 **Addenda**

Any addenda or instructions issued by the Purchasing Department prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

5.8 **Financial Statements**

If requested by the University, a copy of the Respondent’s audited financial statement for the previous accounting year shall be sent by overnight delivery to the requesting Purchasing Officer within seventy-two (72) hours of request.

Confidential/proprietary information such as company’s financial statements must be placed in a separate envelope and marked confidential. This information can only be kept confidential “to the extent permitted by law”. Co-mingling of confidential/proprietary information is NOT acceptable. The response is not confidential and is a matter of public record. Neither a proposal response in its entirety, nor proposed pricing will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

5.9 **Respondent Presentations**

All Respondents whose proposals are judged acceptable for award may be required to make a Respondent presentation to the evaluation committee.

5.10 **Disclosure of Respondent's Response**

The Request for Proposal specifies the format, required information, and general content of proposals submitted in response to this RFP. The Purchasing Department will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Department, the University’s administrative staff, representatives of the State or Federal Government, if required, and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Respondents in response to this RFP as a matter of public record.

Any submitted proposal shall remain a valid proposal for six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

5.11 **Restrictions on Communications with University Staff**

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

- The Purchasing Department representative, any University Purchasing Officer representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Respondent presentations.

If violation of this provision occurs, the University reserves the right to reject the Respondent’s response to this Solicitation.
5.12 **Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Respondents. The University of Alabama will provide no reimbursement for such costs.

5.13 **Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference. All proposals are subject to an open records request.

5.14 **Alternate Proposals**

Respondents may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

5.15 **Oral Representation and Past Practice**

Respondents should not base any portion of their proposal on any oral representations or actual/perceived past practices not specifically identified within this RFP or subsequent official addenda.

5.16 **Section Titles in the RFP**

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

5.17 **No Contingent Fees**

No person or selling agency shall be employed, retained, or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Respondent or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

5.18 **Proposals Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University Purchasing Department, signed by the Respondent. Unless requested by the University, the University will not accept revisions, or alterations to proposals after the proposal due date.

5.19 **Errors/Omissions**

The University of Alabama is not liable for any errors, omissions or misinterpretations in responding to the RFP.

5.20 **Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The Contractor shall fully cooperate with such other Contractors and University employees and carefully fit its work to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by University employees. This clause shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The University shall equitably enforce this clause to all Contractors, to prevent the imposition of unreasonable burdens on any Contractor.
5.21 **Entire Agreement**

The Request for Proposal (RFP) and any subsequent addenda issued by the Purchasing Department shall be incorporated into any resulting Contract. The resulting contract, including the RFP and those portions of the Respondent’s response accepted by the University shall be the entire agreement between the parties.

5.22 **Governing Law**

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, the State of Alabama, and all other local governments, public authorities, boards or offices relating to the services provided, the property or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The Contract shall be governed by Alabama law without regard to its conflict of law provisions.

The University does not consent to binding arbitration. Exclusive jurisdiction and venue of any claims which are not barred by immunity, nor required to be filed before the State Board of Adjustment, shall lie in the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa), or the Circuit Court of Tuscaloosa County, Alabama

5.23 **Taxes**

Contractor shall bill and collect sales taxes, if applicable, on all services for which Contractor collects revenue from customers.

Contractor shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of the Agreement.

5.24 **Reports and Auditing**

The University or the University’s designated representative shall have the right to conduct quality audits of Contractor operations throughout the term of this contract. The results of said quality audit shall be shared with Contractor and used for setting operating and financial goals.

Contractor providing financial services under any Contract shall maintain accurate accounting records for all services provided there under, and shall retain all such records for a period of at least seven (7) years following termination of the Contract. Upon providing a ten (10) calendar day notice and during normal business hours the University, or any of its duly authorized representatives, shall have access to and the right to audit any records or documents pertaining to the Contract. It is expected that a room with a table and chairs along with requested records will be made available to the auditors. The University of Alabama will not be responsible for any expenses you incur as a result of such audit. The University's audit rights shall extend throughout the term of the Contract and for a period of at least seven (7) years thereafter.

Contractor shall submit (if requested) operating statements to the University for each accounting period and maintain books and records in accordance with generally accepted accounting principles.

5.25 **Termination for Convenience**

The University of Alabama, Purchasing Department, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of “notice of termination”, the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).
5.26 **Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the Contractor or Contractors is (are) solely responsible for fulfillment of the contract with the University.

5.27 **Assignment**

Contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.

5.28 **Employees**

**Personnel Obligations**

Each party hereto shall be solely responsible for all personnel actions regarding employees on its respective payroll. Each party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and shall file all required documents and forms.

**Background checks/drug testing**

Contractor shall conduct a thorough background check on all employees providing service to the University, which shall include drug testing.

**Employee Conduct**

Contractor employees must conduct themselves at all times in a pleasant, courteous manner toward the public, providing excellent customer service. Operations shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others.

Contractor and its employees will comply with all applicable ethical standards.

**Contractor Personnel Responsibilities**

Contractor shall be responsible for the acts of its employees and agents while performing services for The University of Alabama. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the University's premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by the Contractor or any of its agents or employees. The University may choose to repair any damage that it or its employees or agents may cause to the University's premises or equipment.

When the University makes a repair to such damage, the Contractor shall reimburse the University promptly for the cost of the repair.

**Contractor must provide The University of Alabama with a written procedure on how the Contractor handles personnel complaints.** The Contractor's supervisors upon notification by The University of Alabama will handle any complaint, deemed by The University of Alabama to be of serious nature. Contractor's supervisors will provide a written response of the outcome of the complaint to The University of Alabama within a reasonable amount of time.

The University shall have the right to review and advise Contractor, in writing, regarding the employment and retention of Contractor's personnel for the implementation of this Agreement. The Contractor acknowledges that it has sufficient personnel to transfer to the University on an as-needed basis to fulfill the obligations of this agreement. Notwithstanding the above, the University may submit written requests to remove or reassign personnel for good cause and Contractor shall comply. As well, Contractor must have standard documented disciplinary procedure.
5.29 **Customer Surveys after Contract Award**

The University prior to survey administration shall approve all customer survey instruments and collection processes. Survey results shall be shared in writing with the University along with the survey instrument and data collection process. Contractor shall conduct customer surveys at least one time each academic year.

5.30 **Patents, Copyrights and Trademarks**

Contractor shall protect the University from all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

5.31 **University Visual Identity**

Contractor must adhere to all University of Alabama Visual Identity Guides. The University Visual Guide is maintained by the University Public Relations Department and can be viewed at [http://visualid.ua.edu/](http://visualid.ua.edu/).

5.32 **Supplier License**

Any contractor providing products to the University that includes a University logo or insignia must obtain an Internal Campus Supplier License from Collegiate Licensing. For information regarding how to obtain an Internal Campus Supplier License, please go to the University of Alabama Licensing Division website: [http://www.rolltide.com/licensing/home.html](http://www.rolltide.com/licensing/home.html).

5.33 **Availability of Funds**

All terms and conditions of the contract are contingent upon the availability of funds and the University reserves the right to increase or decrease service as conditions and availability of funds dictate.

5.34 **Non-Exclusive Contract**

The contract resulting from this RFP is a non-exclusive and the contractor acknowledges that nothing in this contract shall prohibit the University from entering into contracts similar to this one for other areas of the University.

5.35 **PCI Compliance/Safeguarding Obligations**

To the extent the contract which may be awarded by this RFP will allow the Contractor to have access to customer information, as that term is defined in 16 C.F.R. §314.2(b), which is required to be protected under the Gramm-Leach-Bliley Act (15 U.S.C. §6801-6809) as well as credit card information received in the course of business by the University, then the Contractor agrees to comply with and adhere to the terms and provisions described in General Terms and Conditions No. 33 which shall form a material part of the awarded contract.

Safeguarding Rules of the Gramm-Leach-Bliley Act may be viewed: [http://www.purchasing.ua.edu/purchbidinfo.html](http://www.purchasing.ua.edu/purchbidinfo.html) Click on: General Terms and Conditions, No. 37

5.36 **Insurance**

See **Appendix - Insurance Requirements**

The Air Carrier providing services for any University group will be required to furnish an Insurance certificate to The University Purchasing Department within 48 hours upon request.

The University reserves the right to terminate any resulting contract, if the Air Carrier(s) fail to keep these policies in place for the required amounts or for the duration of the contract period.

The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.
5.37 Child Protection Policy

In order to ensure the safety and well-being of children, vendors and their employees, representatives or volunteers that contract for use of University facilities, with responsibilities that involve interaction with children must carefully review and abide by the following policy regarding abuse. The attached form (Appendix – Child Protection Addendum To Contract) must be completed and signed prior to award of this contract.

5.38 Non-disclosure Agreement

The successful contractor will be required to sign a non-disclosure agreement (to be completed after award of RFP). See Appendix – Non Disclosure Agreement

5.39 State Of Alabama Immigration Law Compliance

Contractor must provide written certification they are in compliance with Section 9 of the Immigration Law (Act 2011-535) by submitting 1) the Certification of Compliance or 2) successful Contractor’s one-page E-verify Employment Eligibility Verification form.

6.0 PROPOSAL FORMAT AND CONTENT

6.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Respondents should read it carefully and address it completely and in the order listed to facilitate the University’s review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Respondents use the same numbers for the following content as are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form.
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Respondent Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Payments
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information
- Criteria 6 – Attachments to be included with proposal
- Appendix - Insurance Requirements
- Appendix – Child Protection Addendum to Contract
- Appendix - Non-Disclosure Agreement
- Appendix – Certification of Compliance with Immigration Law
- Appendix – E-Verify
- Appendix – Disclosure Statement

Please note: All Appendices require a response as specified in each. All Attachments are for informational purposes only.

6.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

Contractor(s) shall sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other
changes. An offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the Purchasing Department. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that, the signer is authorized to bind the principal Respondent.

6.3 **Transmittal Letter**

   The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Respondent. It shall include:

   1. A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Respondent. If no addenda have been received, a statement to that effect should be included.

   2. A statement that the Respondent’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

   3. A statement that the Respondent will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

   4. A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

   5. A statement that identifies the Confidential Information such as Financial Statements

   6. A statement of compliance with all requirements of the RFP specifications

   **Note:** Respondents shall not submit your standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

6.4 **Executive Summary and Proposal Overview**

   The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

6.5 **Criteria 1 - Respondent Qualifications**

   The purpose of the Respondent Qualifications section is to determine the ability of the Respondent to perform the requirements of this Request for Proposal. Respondents must describe and offer evidence of their ability to meet each of the qualifications listed below.

   1. Respondent must provide, in writing, a statement that the Respondent has been regularly and continually engaged in the Air Charter business for a minimum of three (3) years, including but not limited to furnishing and delivering the Air Charter Services required in this Solicitation.

   2. In lieu of the minimum number of years in business, a performance bond may be submitted in the amount of one hundred (100 %) percent of the Contract price, if required. This bond will be used to secure the completion of the project should the successful Respondent default for any reason. Each Respondent required to provide a bond, shall submit a letter from a bonding agent licensed to do business in the State of Alabama stating that if the bidding company is the successful Respondent, said bonding agent will furnish a 100% performance and payment bond covering and including products and service for the duration of the Contract period. Said bond shall be subject to the approval and acceptance of The University of Alabama. The bond must be furnished to the University Purchasing Department within forty-eight (48) hours after receipt of the purchase order.
The premium of the bond shall be paid by the successful Respondent. Failure to provide the bond letter or bond may eliminate your proposal from consideration in the qualifying contract award.

3. Respondent’s proposal shall provide evidence of technical experience, facilities, organization, and support staff that will be assigned to the University to provide the services outlined within the RFP specifications.

4. Respondent shall provide an organizational chart and proposed management team for this account.

5. Respondent shall provide a statement of compliance with all requirements of the RFP specifications.

6. Respondent shall provide the company’s legal name, corporate officers, national and regional office addresses, and phone and fax numbers.

7. Respondent shall provide information related to Respondent’s size and financial stability.

8. Respondent shall provide a brief history of the company and any affiliation that you have with other companies including industry strategic and/or certified partnerships and the nature and duration of each relationship.

6.6 Criteria 2 – Services Defined

The University of Alabama is seeking sealed proposals from experienced, financially sound, safe and responsible contractors to provide Charter Air Services for various groups, teams and organizations on an as needed basis.

Due to the various needs and sizes of Charter Air Transportation, the University intends to qualify more than one contractor based on their ability to meet the specifications as stated in this proposal. The award of this contract will be based on each contractor’s individual capabilities, service experience, compliance with DOT, FAA and all applicable State and Federal laws and regulations; not price.

Each Contractor whom qualifies under this RFP will later be invited to provide pricing per trip on an as needed basis. Pricing as well as the ability to provide the services requested by each group will determine the award of each individual trip. Qualifying under this contract does not guarantee any purchase of service at any time.

Respondents are expected to review service requirements in Section 4.0 and describe in detail how the Respondent will fulfill these requirements including, but not limited to products and services to be provided and personnel to be assigned to the University. Responses must clearly demonstrate the Respondent understands the requirements and specifications detailed in this RFP. Respondent must also meet or exceed all the required specifications in section 4.0 to be considered in the RFP award process.

1. Respondent Compliance

If a respondent plans to utilize a Subcontractor to fulfill any portion of the responsibilities outlined within this RFP then they should be identified on the Subcontractor Information Form (section 9.0). However, additional Subcontractor(s) may be added throughout the contract period if in the best interest of the University. The qualifications described within this RFP must be outlined within the proposal submitted and the exact role the Subcontractor(s) is to play in the performance of the contract that may result from this RFP must also be detailed within the proposal.

Proposals will be considered only from companies that can prove to the University that they are capable of fulfilling the requirements of the RFP. The burden is on each respondent to submit proof of its qualifications and the quality of the product and services that it is offering if its proposal is to be considered by the University. The Contractor and Air Carrier must be willing to comply with the Immigration Law and all other requirements of this RFP.
The requirements should be answered in the order in which they are listed and followed by the responses to the questions listed below. References to websites, URLs, or documents not included in the Proposal are not acceptable responses. Any additional detail or information you wish to be included, which is not required should be included in Additional Information.

2. Services

Respondents shall include with the proposal a detailed description of the following items. The information provided for each item will be evaluated by the University and will be a consideration in the award of the contract:

6.6.1 Required Services

1. State your minimum and maximum seating capacity.

2. Describe how your company will address backup or replacement aircraft when needed due to mechanical malfunctions and breakdowns. Also describe your emergency procedures for in flight mechanical malfunction. Include procedures for abandoning the aircraft and procedures on how the University would get in contact with a corporate official if needed.

3. Provide a list of potential air carriers intended to be utilized under a resulting contract on the Subcontractor Information Form.

4. Additional air carriers not listed on the Subcontractor Information Form at the time of award of this RFP will be considered when a quotation sheet is submitted and all prevalent information is included, as requested.

5. Describe how your company will communicate to the University Group Leader if poor weather conditions may affect scheduled transportation.

6. Describe how you would handle the malfunction of the air condition/ heating unit(s) during a charter flight.

7. Include a list of the personnel and procedures used to ensure that the aircraft(s) are in compliance with the FAA and are safe and well-maintained.

8. Attach a report showing your company has a minimum rating of Gold Plus by ARGUS (if applicable). Also include a copy of any violations received between January, 2014 and August, 2015.

9. If maintenance records for an aircraft are requested for review, or an aircraft needs to be inspected at any time due to safety concerns, state your company’s process to request and obtain these documents and inspections.

10. Describe your refund policy as related to flight cancelation due to any reason stated in section 4.4.1.

11. What is your company’s Trip Confirmation Policy? Include time frames and payment schedule(s).

12. What is your company’s Cancellation Policy? Include time frames and percentage of penalty. If you do not include a Cancellation Policy within your response it will be assumed that there is no penalty for cancellation.
13. Upon receipt of the purchase order, what is your procedure(s) and time frame for contacting the person(s) in charge of a charter group to request itinerary details, manifest forms and any other additional information needed prior to departure?

14. Provide your procedure(s) and timeframe for relaying to the air carrier and crew the contract requirements and itinerary details prior to departing.

15. Describe your security measures for passengers and luggage at the time of pre-boarding. If security measures vary depending on the number of passengers on an aircraft, please state this and describe in detail the procedures for each.

### 6.6.2 Optional Services

1. Describe your company’s ability to accommodate disabled and special needs passengers.

2. Describe your company’s procedures on providing catering services, if required for a flight. Can you provide beverage service, snacks and/or a full hot meal if needed?

3. Provide a list of any additional services your company can offer.

### 6.6.3 Additional Services

1. List the characteristics that set your company apart. Describe unique examples of services or added value.

2. Describe your customer service system, response and problem resolution procedures.

3. Will your company solicit customer feedback of your performance? If so, please state how and provide sample(s) of your company’s customer satisfaction surveys.

4. Provide name(s) of contact(s) for:
   a) Customer service problems
   b) Escalation procedures in the event of unresolved issues
   c) List of individuals who may be contacted after normal business hours in the event of an emergency

5. Describe any branding opportunities offered to the University.

6. What is your company’s policy on loading/unloading and securing baggage?

### 6.7 Criteria 3 – Payments

1. Please explain your preferred method of Payment.

2. Respondents should be creative in presenting various alternatives for providing services at the least possible cost to the University. The University will select the financial option that best meets the overall needs of faculty, staff, and students.

3. The University of Alabama does not provide prepayments, however, it is agreed that in some instances it is necessary. In the event a deposit is required, The University prefers the following schedule: a 50% deposit (50% of the total amount for all scheduled air charters) paid thirty (30) days or less prior to the first air charter; the balance of each scheduled trip will be paid ten (10) days prior to each individual air charter departure. If this payment schedule is necessary, then a separate invoice must be submitted for each trip’s deposit and each trip’s balance.
6.8 **Criteria 4- Evidence of Successful Performance and Implementation Schedule**

1. Respondent(s) shall provide at least five (5) business references, preferably from the management of other higher education customers for whom the contractor has provided products and services similar to those outlined within the RFP specifications. The Respondent must grant permission to the University to contact the references. If prior permission is required of the Reference in order to provide this information the vendor must obtain permission to include this information with the proposal. For each reference, include:

   - Company Name
   - Principal in charge
   - Address, phone number and email addresses of the Reference
   - Type of facility
   - Length of time services have been used
   - Size and brief description of work performed

2. Provide references to or attach copies of any unsolicited industry press, which demonstrate your firm’s commitment to continuous product development, and a proven record of accomplishment of customer satisfaction. This information may include but is not limited to trade publication articles, third party reviews, awards, citations, case studies, or benchmark reviews by research organizations.

6.9 **Criteria 5- Other Additional Information**

1. Please provide any additional information that the Respondent feels should be considered when evaluating their proposal.

2. Respondent may present any creative approaches that might be appropriate. The Respondent may also provide supporting documentation that would be pertinent to this RFP.

6.10 **Criteria 6 – Attachments Included with Response**

   - Certificate of PCI Compliance (if you are collecting credit card payments for the University from individuals that are paying the University)
   - Insurance certificate
   - Certificate of Compliance or E-Verify document
   - Disclosure Statement
   - DOT Certificate (if applicable)
   - Five (5) references (see section 7.2 for requirements)
   - 9.0 Subcontractor Information Form
   - 10.0 Technical Compliance Form
   - DO85 (if applicable)
7.0 PROPOSAL EVALUATION PROCESS AND AWARD

7.1 Proposal Evaluation Criteria

The criteria to be used for evaluating proposals include, but are not limited to the following. Each of these criteria is addressed elsewhere in the RFP document and shall be addressed under the relative RFP specification number.

- **Qualifications**, experience and past performance of Respondent as determined by Respondent’s background information and references.

- Ability to meet specifications as described herein and compliance with terms and conditions.

- Responses to questions found throughout the RFP.

- Service proposal.

- Proposal preparation, compliance with steps and procedures utilized in the completion and submission of the proposal

- Technical Compliance Response

7.2 Evaluation Process

The University intends to qualify Respondents submitting the best overall proposal based on an evaluation of all qualified proposal responses. Enhancements to the minimum requirements will be considered. Respondent bears sole responsibility for the items included or not included in the response submitted. Exceptions to the terms and specifications contained within this request may result in disqualification.

If required, Proposers will be selected for detailed review and evaluation, including oral presentation. The University reserves the right to be the sole judge as to the overall acceptability of any proposal and compliance with the specifications/requirements of this RFP.

The University shall make such investigation, as it deems necessary to determine the ability of the Respondent to provide the specified service, equipment and/or perform the requirements of this contract in an excellent manner.

The University of Alabama reserves the right to accept in whole or in part the proposal or reject any or all proposal responses received as a result of this Request for Proposal and to waive any informalities in the evaluation award process, whichever it deems, in its sole discretion, to be in the best interest of the University.

A waiver of a requirement is at the University's option and if granted, will be granted to all Respondents. Additionally, the changing of any specification within this RFP will be provided to all Respondents equally.

Any award made based on responses to this Request for Proposal is contingent upon available funding.

7.3 Competitive Negotiation

After all qualified proposals that are submitted have been evaluated, the University will negotiate with the Respondent(s) that the University feels has provided the most attractive proposal(s).

All Respondents should note that the University reserves the right to request necessary modifications, accept or reject any or all proposals submitted and to make a contract award to the Respondent that the
The University determines, in its sole discretion, has provided the proposal that best meets the University's needs. The University also reserves the right to waive informalities in the proposal's evaluation process. All responders should review carefully the RFP requirements and develop a proposal that, at a minimum, meets the expectations outlined herein.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Respondent from full compliance with the RFP specifications and other contract requirements if the Respondent is awarded the contract.

7.4 Appearance Before Committee

Any, all or no Respondents may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Respondent(s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

7.5 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

7.6 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this Request for Proposal. No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the Director of Purchasing, and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

7.7 Rejection

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

1. Failure of a proposal to conform to the essential requirements of the Request for Proposal.
2. Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Respondent's liability to the University on the contract awarded on the basis of such solicitation.
3. Receipt of proposal received after the closing date and time specified in the RFP.

8.0 SAMPLE QUOTATION SHEET (FOR REFERENCE ONLY)

As stated throughout this RFP, a Price Quotation Sheet will be sent to all qualified Contractors when the need for Air Charter Service arises. The Quotation Sheet must be completed in full and returned to the Purchasing Buyer no later than the due date specified at the time of the request. Any quotations received after the due date specified will not be considered in the award of those trips listed on the Quotation Sheet.
# Sample Quotation Sheet

**THE UNIVERSITY OF ALABAMA**

**SAMPLE PRICE QUOTATION SHEET FOR CHARTER AIRCRAFT SERVICES**

You must provide all the requested information and documents in this request for price quotation for your response to be considered. Failure to provide all required information and documents may eliminate your response from consideration.

**Quotation Due Date:** _________________________________

**Contract Vendor Information:** *(respondent filling out price quotation)*

<table>
<thead>
<tr>
<th>Company:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td><em>(Direct Line)</em></td>
</tr>
<tr>
<td>Contact Email Address:</td>
<td></td>
</tr>
<tr>
<td>Company Web Address:</td>
<td></td>
</tr>
</tbody>
</table>

**TEAM OR GROUP NAME**

All information requested below must be completed or your response may be eliminated.

<table>
<thead>
<tr>
<th>Type of Aircraft (Turbo Prop or Jet):</th>
<th>30 PAX TURBO PROP AIRCRAFT</th>
<th>30 PAX TURBO PROP AIRCRAFT</th>
<th>30 PAX JET AIRCRAFT</th>
<th>30 PAX JET AIRCRAFT</th>
<th>50 PAX AIRCRAFT (Coach Seats)</th>
<th>50 PAX AIRCRAFT (Coach+First Class)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Carrier Name:</td>
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<td></td>
</tr>
<tr>
<td>Model &amp; Type of Aircraft:</td>
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<tr>
<td>No. of Passengers:</td>
<td></td>
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<tr>
<td>Does aircraft have 1st Class seats?</td>
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<tr>
<td>Cabin Dimensions:</td>
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<tr>
<td>Cabin Height:</td>
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<tr>
<td>Seat Pitch:</td>
<td></td>
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<tr>
<td>Total Maximum Payload (lbs.):</td>
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<tr>
<td>Does your Aircraft have Satellite TV or DVD? Please specify</td>
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</tr>
</tbody>
</table>
# 8.0 Sample Quotation Sheet (reference only)

**Fuel Rate:** Quote prices based on $4.00 per gallon.

<table>
<thead>
<tr>
<th>Passengers + cargo</th>
<th>Passengers + cargo</th>
<th>Passengers + cargo</th>
<th>Passengers + cargo</th>
<th>Passengers + cargo</th>
<th>Passengers + cargo</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Trip Description</strong></th>
<th><strong>30 Pax Turbo Prop Aircraft</strong></th>
<th><strong>30 Pax Turbo Prop Aircraft</strong></th>
<th><strong>30 Pax Jet Aircraft</strong></th>
<th><strong>30 Pax Jet Aircraft</strong></th>
<th><strong>50 Pax Aircraft</strong> (Coach Seats)</th>
<th><strong>50 Pax Aircraft</strong> (Coach+First Class)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trip 1: Option 1</strong></td>
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<tr>
<td>Event: AL vs. Texas A&amp;M - <strong>ROUNDTRIP (ONE DAY)</strong></td>
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</tr>
<tr>
<td>Destination: College Station, TX</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Depart: Friday, MM/DD/YY, Time TBD</td>
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<tr>
<td>Return: Friday, MM/DD/YY, Time TBD</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Roundtrip Flight to/from Tuscaloosa, AL to College Station, TX</td>
<td>If yes, where is Fuel Stop?</td>
<td>If yes, where is Fuel Stop?</td>
<td>List complete flight time including fuel stop if applicable:</td>
<td>If yes, where is Fuel Stop?</td>
<td>If yes, where is Fuel Stop?</td>
<td>List complete flight time including fuel stop if applicable:</td>
</tr>
<tr>
<td><strong>Trip 1: Option 2</strong></td>
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</tr>
<tr>
<td>Event: AL vs. Texas A&amp;M - <strong>ONE WAY</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Destination: Tuscaloosa, AL</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Depart: Friday, MM/DD/YY, Time TBD</td>
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<tr>
<td>Return: N/A</td>
<td>If yes, where is Fuel Stop?</td>
<td>If yes, where is Fuel Stop?</td>
<td>List complete flight time including fuel stop if applicable:</td>
<td>If yes, where is Fuel Stop?</td>
<td>If yes, where is Fuel Stop?</td>
<td>List complete flight time including fuel stop if applicable:</td>
</tr>
<tr>
<td><strong>Trip 2:</strong></td>
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<tr>
<td>Event: AL vs. Arkansas - <strong>ROUNDTRIP</strong></td>
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<tr>
<td>Destination: Fayetteville, AR</td>
<td>$</td>
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<td>Depart: Thursday, MM/DD/YY, Time TBD</td>
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<tr>
<td>Return: Saturday MM/DD/YY, Following Game</td>
<td>If yes, where is Fuel Stop?</td>
<td>If yes, where is Fuel Stop?</td>
<td>List complete flight time including fuel stop if applicable:</td>
<td>If yes, where is Fuel Stop?</td>
<td>If yes, where is Fuel Stop?</td>
<td>List complete flight time including fuel stop if applicable:</td>
</tr>
</tbody>
</table>

The total price for the charter must include: Charter Cost, Domestic Segment Fee and Federal Excise Tax and any other charges per trip.

Prices Valid Until ______________ (MM/DD/YY)  
Deadline to Confirm Charter Flight Reservation ______________ (MM/DD/YY)
8.0 Sample Quotation Sheet (reference only)

OPTIONAL FOOD SERVICE: *Subject to change*

If requested by the chartering group, team or organization, the Charter Aircraft Company will provide a box meal for each person on the flight(s) to and from the destination. The boxes will be distributed by University personnel.
Each box will contain: Two (2) large sandwiches - choices should include ham, turkey, or roast beef; Two (2) lettuce and sliced tomato wrapped separately; Three (3) packets of mustard; Three (3) packets of mayonnaise; One (1) apple; One (1) package of chips; One (1) package of cookies.
In addition, large quantities of fruit juices, soft drinks and bottled water are to be available.
NO ALCOHOLIC BEVERAGES ARE TO BE SERVED.

Note: Any changes in food service must be approved by The University of Alabama Purchasing Department.

Quote your price per person for the food service(s) detailed above: $_________/per person

AIR CARRIER AND SUBCONTRACTING COMPANIES:

If you are using another company to provide charter aircraft for any trip on this Price Quotation Request, the Service Provider will be a Subcontractor and must meet all requirements of Bid T0XXXXX and the Subcontractor must be approved by The University of Alabama Athletic Department and Purchasing Department prior to the award of any trips listed within this quotation.

If you are using a subcontractor, then you are required to identify with your quotation sheet, the Air Carrier that your company is subcontracting as well as the following information: FAILURE TO PROVIDE ALL REQUIRED INFORMATION AND DOCUMENTS MAY ELIMINATE YOUR PROPOSAL FROM CONSIDERATION.

Please respond to the following:

<table>
<thead>
<tr>
<th>Air Carrier or Subcontractors Name:</th>
</tr>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Air Carrier or Subcontractors Contact Person Name and Email:</th>
</tr>
</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Air Carrier or Subcontractors Physical Address:</th>
</tr>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Air Carrier or Subcontractors Phone Number:</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Accidents, Incidents or Enforcement actions within the last 5 years or currently pending: (Attach documentation)</th>
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</table>

THE FOLLOWING INFORMATION WILL BE REQUIRED TO BE ON FILE WITH THE UNIVERSITY OF ALABAMA PURCHASING DEPARTMENT FOR THE COMPANY SUBMITTING THE RESPONSE AND ANY AIR CARRIER THAT IS BEING SUBCONTRACTED FOR THE TRIPS LISTED WITHIN THIS PRICE QUOTATION:

1. Subcontractor Information Form (Request this form from Tara Fuhrman, tfuhrman@fa.ua.edu)
2. Insurance Certificate (requirements can be found on the UA Risk Management site): http://riskmanagement.ua.edu/information/UA%20General%20Insurance%20Requirements.pdf
3. All FAA, DOT and State of Alabama Certificates and Licenses required to operate the Air Craft(s) quoted.
4. Air Carrier Certificate & DO85
5. Pilots ATP License
9.0: Subcontractor Information Form
To be completed annually by all qualified Contractors

Please identify all Subcontractors and/or Air Carriers your company plans to utilize under the award of this RFP.

*Additional Subcontractors may be added throughout the contract period if in the best interest of the University.*

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Contact</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>15</td>
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</tbody>
</table>
The University of Alabama has established minimum requirements for Air Charter Services in order to meet the University's needs. Please follow the instructions below for completing the Technical Compliance form for Air Charter Services.

1) Respond on this Compliance Sheet
Respondents are to mark the correct column with an "X" indicating that the Contractor "Complies", "Partially Complies" or "Does Not Comply" to each statement. Do **NOT** add any explanation to the compliance sheet.

2) Explanation of Answers
Attach separate documentation sheets which explain each of your answers below and address in detail your compliance of each specification listed on this compliance sheet. Your explanations should be in numerical order of the specifications in which they are listed below. You may use the number of the specification to reference your explanation, it is not necessary to repeat the specification language.

References to websites, URLs or documents not included in the proposal are not acceptable responses.

<table>
<thead>
<tr>
<th>Technical Specifications</th>
<th>Complies</th>
<th>Partially Complies</th>
<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. All Charter Aircraft(s) provided for University trips MUST be in excellent condition and meet all Federal Aviation Administration (FAA), Department of Transportation (DOT), State of Alabama and any other federal and state rules, regulations and requirements regarding the airworthiness and safe air travel.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2. All Air Carriers must meet or exceed the qualifications and legal requirements as outlined by the regulations of their respective FAA Part 121 or 135 Air Carrier Certificate.</td>
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<tr>
<td>3. The University prefers an ARGUS Safety Rating of Gold Plus or Higher. *Attach documentation of rating.</td>
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</tr>
<tr>
<td>4. In the event of mechanical malfunctions or breakdowns, the contractor should supply a replacement aircraft within two (2) to four (4) hours from the time the problem is discovered.</td>
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<tr>
<td>5. Contractor/ Air Carrier will be expected to furnish The University of Alabama with manifest forms for each trip which they are providing pilots.</td>
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<tr>
<td>6. Contractor must have twenty-four (24) hour dispatch for emergencies and unexpected schedule changes.</td>
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<tr>
<td>7. Contractor guarantees that if any health-related information is obtained by any method or manner of delivery and in any form or medium, this information will not be shared with other persons causing a violation of the individual's privacy.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8. Contractor must act as a contractual agent for the air carrier it is quoting and act on their behalf in the sale of air transportation to The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama.</td>
<td></td>
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</tr>
<tr>
<td>9. Contractor is responsible for communicating the contract requirements to their pilot(s), flight crew and subcontractors prior to a trip.</td>
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<tr>
<td>10. The University of Alabama expects all of the aircraft systems to be in excellent working order.</td>
<td></td>
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<tr>
<td>11. Two (2) Pilots are required for each trip: One (1) Chief Pilot and One (1) Co-Pilot</td>
<td></td>
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</tr>
<tr>
<td>12. Pilots must meet or exceed the qualifications, standards and legal requirements as outlined by the regulations of their respective FAA Air Carrier Certificates, and the Department of Transportation Charter Aircraft Division.</td>
<td></td>
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</tr>
<tr>
<td>13. Both pilots must be licensed to fly the type of aircraft being furnished and an ATP License must be furnished to The University of Alabama prior to departure of any Air Charter Services.</td>
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<tr>
<td>14. The Pilots should have successfully completed a Ground and Flight school approved by the aircraft manufacture in the make &amp; model aircraft being flown within the preceding 12 months of the flight.</td>
<td></td>
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<tr>
<td>15. Pilots must be dressed in a professional uniform and wear appropriate designations at all times.</td>
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<tr>
<td>16. Air carrier will provide a minimum of one (1) flight attendant for all trips up to fifty (50) passengers. Trips with more than fifty passengers will require one flight attendant for every fifty or the number of passengers between fifty increments.</td>
<td></td>
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<tr>
<td>17. All flight attendants shall wear a professional company uniform and name tag.</td>
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<tr>
<td>18. All flight attendants shall have completed specific training in charter services.</td>
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<tr>
<td>19. Flight attendants are expected to have a pleasant, encouraging attitude and provide excellent professional service.</td>
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<tr>
<td>20. The University of Alabama requires all aircrafts be multi-engine turboprop, turbine or jet aircraft.</td>
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<tr>
<td>21. Each Aircraft being used by a University group must be no older than twenty-five (25) years unless pre-approved by The University of Alabama Purchasing Department.</td>
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<tr>
<td>22. Capable of providing aircraft that seats five (5) to nineteen (19) passengers</td>
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<tr>
<td>23. Capable of providing aircraft that seats thirty (30) to three hundred (300) passengers</td>
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<tr>
<td>24. The charter aircraft must have exterior and interior storage compartments for luggage and equipment.</td>
<td></td>
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<tr>
<td>25. Contractor/ Air Carrier are required to have a fixed base operation in all origin/destination locations.</td>
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<tr>
<td>26. All security checks must take place inside a fixed base operation. This cannot be performed outside.</td>
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<tr>
<td>27. The University of Alabama requests to board and deplane directly.</td>
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<tr>
<td>28. It is preferred that the Contractor or Subcontractor have the ability to provide catering services.</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
The University has established minimum requirements for Air Charter Services in order to meet the University’s needs. Please follow the instructions below for completing the Technical Compliance form for Air Charter Services.

### 1) Respond on this Compliance Sheet

Respondents are to mark the correct column with an "X" indicating that the Contractor "Complies", "Partially Complies" or "Does Not Comply" to each statement. Do **NOT** add any explanation to the compliance sheet.

### 2) Explanation of Answers

Attach separate documentation sheets which explain each of your answers below and address in detail your compliance of each specification listed on this compliance sheet. Your explanations should be in numerical order of the specifications in which they are listed below. You may use the number of the specification to reference your explanation, it is not necessary to repeat the specification language.

References to websites, URLs or documents not included in the proposal are not acceptable responses.

<table>
<thead>
<tr>
<th>Technical Specifications</th>
<th>Complies</th>
<th>Partially Complies</th>
<th>Does Not Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>29 Contractor shall conduct a thorough background check on all employees providing service to the University, which shall include drug testing.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by the Contractor or any of its agents or employees.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31 In order to ensure the safety and well-being of children, vendors and their employees, representatives or volunteers that contract for use of University facilities, with responsibilities that involve interaction with children must carefully review and abide by the following policy regarding abuse. The attached form (Appendix – Child Protection Addendum To Contract) must be completed and signed prior to award of this contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
THE UNIVERSITY OF ALABAMA

INSURANCE REQUIREMENTS

The Air Carrier shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities and contractual obligations undertaken in this Contract. Air Carrier shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred in association with this agreement. It is the Air Carrier’s responsibility to verify compliance of their company’s insurance coverage with the following requirements and to obtain pricing to meet these requirements prior to submitting the solicitation response. These insurance policies must be with insurers acceptable to the University. Insurance requirements may be modified in the Insurance Requirements section of any solicitation document. In such cases, the requirements of the solicitation shall prevail.

Air Carrier shall assume all risk of loss or damage for property loaned, leased, rented to, or in possession of the University. This includes the loss of value due to the damage or other financial loss resulting from an inability to use the property for future endeavors. Air Carrier has the option to purchase property insurance on property, loaned, leased or rented to the University and the cost of insurance shall be the obligation of the Air Carrier.

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis. An Air Carrier with a desire to self-insure part or all of insurance requirements outlined above must provide audited financials for the most recent fiscal year for review and acceptance by the University. If the Air Carrier is owned by a parent company and the financials are in the name of the parent, the University requires a parental guarantee contract for the obligations accepted by the Air Carrier. The University reserves the right to review and revoke self-insure status, if the Air Carrier’s financial ratings with Standard & Poor and/or Fitch ratings drop below investment grade, there is a material change in the audited financials, or Air Carrier entity is acquired or there is any change in the ownership structure.
<table>
<thead>
<tr>
<th>TYPES OF INSURANCE</th>
<th>BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation (Coverage A)</td>
<td>Statutory – Alabama (or state of residence)</td>
</tr>
<tr>
<td>Employers Liability (Coverage B) – Per Occurrence</td>
<td>$500,000</td>
</tr>
<tr>
<td>Commercial General Liability:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence – Premise/Operation</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td></td>
</tr>
<tr>
<td>Commercial Business Automobile Liability</td>
<td>Not Required</td>
</tr>
<tr>
<td>Aviation Liability:</td>
<td></td>
</tr>
<tr>
<td>Charter Aircraft:</td>
<td></td>
</tr>
<tr>
<td>Under 10 Passengers</td>
<td>$20,000,000 Per Accident</td>
</tr>
<tr>
<td>11-20 Passengers</td>
<td>$30,000,000 Per Accident</td>
</tr>
<tr>
<td>21-30 Passengers</td>
<td>$40,000,000 Per Accident</td>
</tr>
<tr>
<td>31-40 Passengers</td>
<td>$50,000,000 Per Accident</td>
</tr>
<tr>
<td>41-50 Passengers</td>
<td>$60,000,000 Per Accident</td>
</tr>
<tr>
<td>Over 50 Passengers</td>
<td>$60,000,000 Per Accident Plus $1,000,000 Per Passenger Above 50 Subject to a Maximum of $250,000,000</td>
</tr>
<tr>
<td>Leased/Rented or Owned Aircraft</td>
<td></td>
</tr>
<tr>
<td>Under 2 Passengers</td>
<td>$5,000,000 Per Accident</td>
</tr>
<tr>
<td>3-4 Passengers</td>
<td>$10,000,000 Per Accident</td>
</tr>
<tr>
<td>5-6 Passengers</td>
<td>$15,000,000 Per Accident</td>
</tr>
<tr>
<td>7-8 Passengers</td>
<td>$20,000,000 Per Accident</td>
</tr>
<tr>
<td>9-10 Passengers</td>
<td>$25,000,000 Per Accident</td>
</tr>
<tr>
<td>Over 10 Passengers</td>
<td>$25,000,000 Per Accident Plus $2,500,000 Per Passenger Above 10</td>
</tr>
</tbody>
</table>

The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives must be included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University.

The insurance policies shall be issued by an insurance company licensed to do business in the State of Alabama carrying an AM Best’s rating of A- VII or better, and the certificate must be signed by an authorized agent.

The general and excess/umbrella liability must extend additional insured provisions and must include the following language on the certificate of insurance:

*The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives are included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the*
right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives.

The certificate holder will be: The University of Alabama, c/o Purchasing Dept., Box 870130, Tuscaloosa, AL 35487-0130, ATTN: (Buyer Listed in Solicitation). A fax copy of the certificate may be sent for a verbal purchase order, but the original certificate of insurance must be received by the University prior to the purchase order being mailed to the Contractor or payment being made.

In the event the insurance program required by the University were to have any pending claims, either at the time the certificate of insurance was produced or to later come to the attention of the Air Carrier, which may limit or exhaust any aggregate limits by more than 20%, the University shall be notified within 30 days. The University may require additional insurance or a reinstatement of the limits of liability, as necessary to protect the financial interest of the University.

In the event the Air Carrier was to cancel, alter, non-renew or allow the required insurance program to be modified to a material degree, the Air Carrier must provide immediate written notice to the University explaining the situation. Failure to maintain the required insurance program may result in cancellation or suspension of the Contract until a replacement certificate of insurance evidencing coverage in compliance with the University’s insurance requirements is provided. The Air Carrier may elect to change insurance carriers without prior approval, but any replacement policy(s) must provide equal coverage and the insurance company must meet the minimum financial rating (A.M. Best’s A-) established by the University.

For additional information regarding Insurance Requirements please visit the following Link: http://riskmanagement.ua.edu/information/UA%20Aviation%20Ins%20Requirements.pdf
("Vendor") and The Board of Trustees of the University of Alabama, who are parties to the contract identified above ("the Contract"), agree that this Child Protection Addendum is part of the Contract and both will abide by its terms.

The Board of Trustees of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, for and on behalf of its member campus, The University of Alabama (collectively "the University") is committed to maintaining a supportive and safe educational environment, one which seeks to enhance the well-being of all members of its community. This commitment reflects the institution’s adherence to its mission, to its various policies supporting its mission, and to relevant state and federal laws. Within that commitment, the University places importance on creating a secure environment for children.

**CHILD PROTECTION POLICY AND LAW**

Vendor, its subsidiaries, affiliates, assignees, subcontractors, and the agents, representatives, volunteers, and employees of those entities (collectively "the Program") agree to strictly comply with the University's Child Protection Policy and Alabama law (ALA. CODE § 26-14-1 et seq.) relating to the prevention and reporting of child abuse and neglect. The terms of the University's Child Protection Policy are incorporated herein by reference.

Vendor agrees to confirm that each of the Program's employees, representatives, agents, and volunteers involved in or associated with the event or service governed by the Contract receives a copy of the University's Child Protection Policy and has completed the University's required training on child protection prior to the start of that individual's involvement in the event or service that is the subject of the Contract.¹

Vendor acknowledges and agrees that the University retains the right, in the University’s sole discretion, to immediately eject and bar from University property any individual associated with the Program at any time for just cause. Vendor also understand and agrees that the University's Child Protection Policy may be changed, withdrawn, added to or interpreted at any time at the University's sole discretion and without prior notice to Vendor.

**INDEMNIFICATION**

¹ Any University of Alabama employee who is involved with Vendor or the Program in a volunteer or paid position that is unrelated to and/or outside the scope of his or her employment with the University can provide the completed Certification and Acknowledgment associated with the Child Protection training received as a University employee, but such training must have been completed within the last twelve (12) months. Nothing herein alters Vendor and/or Program’s responsibility for that University employee during the time said employee is performing functions on behalf of the Vendor or Program.
Vendor shall indemnify, hold and save harmless the University, its affiliates, and subsidiaries and their past, present, and future trustees, officers, agents, and employees from all losses, claims, liabilities, suits, actions, settlements, judgments, expenses, damages, costs (including attorney fees of attorneys of the University’s choice and court costs) expenses, and all liability of any nature or kind arising out of or relating to the Program’s failure to meet any obligations under this Addendum.

The University does not assume any responsibility, obligation, or liability for any damages, losses, settlement payments, legal fees, or expenses relating to any claims or allegations arising from any actions or inactions of the Program relating to any obligations under this Addendum. Vendor assumes full responsibility for any and all damages, losses, legal fees, expenses, and settlement payments relating to any and all claims or allegations arising from Program’s failure to meet any obligation under this Addendum.

Vendor’s indemnification obligations and responsibility for any and all damages, losses, settlement payments, legal fees, or expenses as provided for under this provision exist even if coverage for these items and/or the conduct from which they arise is excluded under any of the Vendor’s policies of insurance or reinsurance or if coverage under these policies has been exhausted.

This provision shall survive the termination or expiration of the Contract.

**IMMUNITY**

No term or condition in this Addendum shall be deemed or construed as a waiver of the sovereign immunity of the University under Article I, section 14 of the Alabama Constitution, the Eleventh Amendment to the United States Constitution or any other applicable provision of law or equity and the University hereby expressly reserves the right to assert such immunity as a defense to any action or proceeding brought that relates to the Contract or this Addendum.

**COUNTERPARTS & SIGNATURE AUTHORITY**

This Addendum may be executed in multiple counterparts and facsimile (no one of which need contain the signatures of more than one party hereto so long as each party hereto executes at least one such counterpart), each of which shall be deemed an original and all of which, when taken together, shall constitute and be one and the same instrument. The representative of the University in executing the Agreements represents that he/she signs as a properly authorized representative of University and does not assume any personal liability for compliance with the terms and conditions of the Agreements. The Vendor representative who executes this Addendum represents and warrants that he/she is the duly appointed agent and representative of the Vendor, with full authority to execute this Addendum, without any further requirements or approvals.

**DISTRIBUTION**

An executed copy of this Addendum shall be attached to the Contract. Another copy of the executed Addendum shall be forwarded to Box 870364, Tuscaloosa, Alabama 35487.

---

**VENDOR**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
THE UNIVERSITY OF ALABAMA

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is by and between The Board of Trustees of The University of Alabama for and on behalf of its component institution, The University of Alabama ("UNIVERSITY"), located at 800 University Boulevard, Tuscaloosa, Alabama 35487 and _______________ ("COMPANY"), a corporation duly established and organized under the laws of the State of ___________, having a business address at ________________________.

WHEREAS, COMPANY is the vendor selected to provide certain services for the UNIVERSITY pursuant to the terms of Bid No. _____________ and in the course of performance of such services may have access to or obtain certain information regarding the treatment of UNIVERSITY student athletes; and

WHEREAS, such information of UNIVERSITY is not public knowledge but is confidential and will be disclosed only under the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The effective date of this Agreement ("Effective Date") is __________________________.

2. The confidential information disclosed by a party ("Disclosing Party") under this Agreement ("Confidential Information") is described as: any and all information, whether oral, in writing or obtained by visual observation relating to the treatment and therapies provided to UNIVERSITY student athletes.

3. This Agreement controls only Confidential Information disclosed between the Effective Date and ________________________ ("Termination Date").

4. COMPANY shall protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, as the COMPANY uses to protects its own similar confidential information, and to prevent any use not authorized herein, dissemination to any employee of COMPANY without a need to know, communication to any third party or publication of Confidential Information.

5. The COMPANY agrees to hold in confidence any and all Confidential Information and further agrees not to disclose Confidential Information to third parties or use Confidential Information for four (4) years from the Termination Date of this Agreement. However, either party may disclose Confidential Information to any of its own employees and officers which are assisting that party in making an evaluation, provided that such employees and officers shall have agreed to be bound by the terms of this Agreement or have entered into an agreement of similar scope and obligations with his or her employer to protect Confidential Information of the employer or the confidential information of third parties in the employer's possession.

6. Nothing in this Agreement shall be interpreted as placing any obligation of confidentiality and nonuse on the COMPANY with respect to Confidential Information that:

   A. can be demonstrated to have been in the public domain as of the effective date of this Agreement or comes into the public domain during the term of this Agreement through no fault of the COMPANY;

   B. can be demonstrated to have been known to the COMPANY prior to execution of this Agreement and was not acquired, directly or indirectly under a continuing obligation of confidentiality or limited use;

   C. can be demonstrated to have been rightfully received by the COMPANY after disclosure under this Agreement from a third party who did not require the COMPANY to hold it in confidence or limit its use and who did not acquire it, directly or indirectly, from the UNIVERSITY under a continuing obligation of confidentiality;
D. can be demonstrated to have been disclosed by UNIVERSITY to a third party without a duty of confidentiality on the third party.

E. is released in writing from the confidentiality provisions of this Agreement by the UNIVERSITY.

7. The validity and interpretation of this Agreement, and legal relations of the parties to it, shall be governed by the laws of the State of Alabama with venue in Tuscaloosa County, Alabama. If one portion of this Agreement is held invalid and unenforceable, such holding shall not affect the validity of the other portions of the Agreement.

8. This Agreement is not assignable and states the entire agreement between the parties as to its subject matter and merges and supersedes all previous communications with respect to their obligations of confidentiality and no addition to or modification of this Agreement will be binding on either party, unless reduced to writing and signed by each party.

[The rest of this page is intentionally left blank]

THE BOARD OF TRUSTEES OF UNIVERSITY OF ALABAMA,
FOR AND ON BEHALF OF THE UNIVERSITY OF ALABAMA

Authorized Signature

By: ________________________________
   Name: ________________________________
   Title: ________________________________
   Date: ________________________________

COMPANY

Authorized Signature

By: ________________________________
   Name: ________________________________
   Title: ________________________________
   Date: ________________________________
Compliance Notice.

By submitting a proposal to this RFP, a Respondent agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535), as amended. A Respondent also shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any on-going work, and shall remain enrolled throughout the entire course of its performance of the contract awarded pursuant to this RFP. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.” To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the University from any and all losses, consequential damages, expenses (including but not limited to, attorneys’ fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor’s failure to fulfill its obligations contained in this paragraph or contained in the Alabama Immigration Law (Act 2011-535), as amended.

State of Alabama Immigration Law (Act 2011-535)

The successful contractor will be required to provide written certification they are in compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535).

One of the two required documents must be submitted prior to issuance of a University contract or purchase order. Please complete and submit the form or document that applies to your company.

Complete this document only, if your company is not located in Alabama and your company does not have employees or subcontractors that work in the State of Alabama.

- Certification of Compliance and affidavit forms included with this solicitation (see Appendix – Certification of Compliance)

Complete the E-Verify document online, if your company is located in Alabama or your company has employees working in Alabama

- Contractor’s one-page E-verify Employment Eligibility Verification form (see example included in Appendix - E-Verify).

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

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

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

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

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

________________________
SIGNATURE OF COMPANY OFFICER

________________________
PRINT COMPANY NAME

________________________
PRINT NAME OF COMPANY OFFICER

________________________
PRINT TITLE OF COMPANY OFFICER

________________________
DATE
## Company Information

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company ID Number:</td>
<td></td>
</tr>
<tr>
<td>Doing Business As (DBA)</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>DUNS Number:</td>
<td></td>
</tr>
</tbody>
</table>

### Physical Location:

<table>
<thead>
<tr>
<th>Address 1:</th>
<th>Address 1:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address 2:</td>
<td>Address 2:</td>
</tr>
<tr>
<td>City:</td>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
<td>State:</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>County:</td>
<td>County:</td>
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</tbody>
</table>

### Mailing Address:

<table>
<thead>
<tr>
<th>Address 1:</th>
<th>Address 1:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address 2:</td>
<td>Address 2:</td>
</tr>
<tr>
<td>City:</td>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
<td>State:</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>Zip Code:</td>
</tr>
</tbody>
</table>

### Additional Information:

- **Employer Identification Number:**
- **Total Number of Employees:**
- **Parent Organization:**
- **Administrator:**
- **Organization Designation:**
- **Employer Category:**
- **Federal Contractor Category:**
- **Employees being verified:**

### NAICS Code:

<table>
<thead>
<tr>
<th>View/Edit</th>
</tr>
</thead>
</table>

### Total Hiring Sites:

<table>
<thead>
<tr>
<th>View/Edit</th>
</tr>
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</table>

### Total Points of Contact:

<table>
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<tr>
<th>View/Edit</th>
</tr>
</thead>
</table>

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View MOU
DISCLOSURE STATEMENT

1. Contract/Purchase Order No. ________________________________

2. Name of Contractor/Grantee: ________________________________
   Address: ____________________________________________
   Telephone: ________________________________
   Fax: ________________________________

3. Nature of Contract/Grant: ________________________________
   ____________________________________________
   ____________________________________________

4. Does the contractor/grantee have any relationships with any employee or official of
   the University, or a family member of such employee or official, that will enable
   such employee or official, or his/her family member, to benefit from this contract? If
   so, please state the names, relationships, and nature of the benefit.
   ________________________________
   ____________________________________________
   ____________________________________________
   ________________________________

   (For employees of the University, family members include spouse and dependents. For
   members of the Board of Trustees (officials), family members include spouse, dependents, adult
   children and their spouses, parents, in-laws, siblings and their spouses.)

This Disclosure Form will be available for public inspection upon request. The
above information is true and accurate, to the best of my knowledge.

________________________________________________________________________
Signature of Authorized Agent of Contractor/Grantee

Date: ________________________________

RETURN FORM TO: The University of Alabama
Purchasing Dept.
Box 870130
Tuscaloosa, AL 35487-0130
Ph: (205) 348-5230
Fax: (205) 348-8706
www.purchasing.ua.edu