REQUEST FOR PROPOSALS
T052899
Television News Editing & Playback System
ADDENDUM # 3
August 28, 2012

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

IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY September 6, 2012 @
2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Request for Proposal.

The following questions have been received and answers are provided below and shall become part of the RFP.

Question: I never received an Appendix B or Appendix C in the “Original” RFP

Answer: Please see attached:
Appendix B - Immigration Law Compliance and E-Verify Documents
Appendix C - Disclosure Statement
These documents should be submitted with your RFP response.
THE UNIVERSITY OF ALABAMA

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

**Company Name:**

**Company ID Number:**

**Doing Business As (DBA)**

**Name:**

**DUNS Number:**

## Physical Location:

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## Additional Information:

**Employer Identification Number:**

**Total Number of Employees:**

**Parent Organization:**

**Administrator:**

**Organization Designation:**

**Employer Category:**

**Federal Contractor Category:**

**Employees being verified:**

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<td>Total Points of Contact:</td>
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[View MOU](#)
DISCLOSURE STATEMENT

1. Contract/Purchase Order No. _________________________________

2. Name of Contract/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
REQUEST FOR PROPOSALS

T052899

Television News Editing & Playback System

ADDENDUM # 1

August 17, 2012

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

IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY September 6, 2012 @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Request for Proposal.

The following questions have been received and answers are provided below and shall become part of the RFP.

Question 1. System should be capable of providing an online asset management system archive. Does this mean that no near line archive will be permitted?

Answer: The system should have both a short time and extended-time (archive) managed server.

Question 2. Control Room Playout computer will require Windows 7 Professional with 19” Monitor, keyboard and mouse and software installed prior to delivery and should include a control panel with play and jog/shuttle control and GPI inputs for external control for four channels of playout. Please clarify that the Control Room Playout computer is vendor supplied?

Answer: Yes. The Control Room Playout computer is supplied by the vendor.

Question 3. High Speed Edit storage should be capable of storing at least 250 hours of raw content, rejects, and pre-produced production elements at 25 mbps HD. What is the 25 mbps HD Codec?

Answer: MXF XDCAM 25 although this spec is meant mainly to quantify the storage space. Any equivalent quality broadcast standard file format will work.

Question 4. Contractor shall provide four (4) Standard Edit Stations with video/audio baseband Input/Output in addition to filed-based editing and six (6) file-based (SD card) only edit stations with licensing. Do we supply the PC’s too?

Answer: Yes, for the ten (10) edit stations. Provide software only for 15 additional stations.
Question 5. Licensing for integration into the system should be included for at least 15 additional University provided edit stations. System should be compatible with existing University owned Edius, Final Cut Pro 7, and Premier editing software. Software allows the edit stations to push content off to the servers and be inserted into the rundown script. Is this in addition to the PC’s listed in Technical Spec#17?

Answer: The vendor should supply the 10 edit stations complete with hardware and software and also provide software for 15 additional stations.

Question 6. Server should be capable of hosting software. What does this mean exactly? What will the server be hosting?

Answer: The server should have the capacity to host the software the vendor is quoting.

Question 7. Server should provide archiving and optional clip sharing functionality that is attached to archive array(s) for storage. Please clarify. Does this mean that you need selected clipped based restore?

Answer: Some clips will be stored in long term archive, some will not. The system should provide database management so that clips can be assigned to long term storage and include metadata so that the clip can be located and retrieved at a later date.

Question 8. Archive storage should be able to hold at least 2750 hours of HD content at 25 mbps. Do you currently have a tape or NAS/SAN storage device to store this content on?

Answer: No.

Question 9. System must be able to sustain heavy use volume at peak times. Is there a metric for what heavy use means?

Answer: No. TV news typically experiences peak use of the equipment just before a newscast is to air.

Question 10. News stories from other suppliers (such as CNN) should be able to record, play, and archive. Do you have other feeds besides CNN? If so, what ones?

Answer: Just CNN as of now.

Question 11. Pricing should be based on 25 in-house concurrent users and 10 remote concurrent users. Please clarify. Will these 25 in house and 10 remote users need to edit stories?

Answer: Yes.

Question 12. How are they connected to the video network? (Question 11 continued)

Answer: In house is connected to the local network. Remote is via internet.

Question 13. What functionality will be required for these users? (Question 11 continued)

Answer: The system that can be accessed by any remote user on a Java-based device (up to 10 concurrent sessions) to contribute stories back to the station via a WAN accelerator tool. With six levels of user rights, remote contribution provides students, stringers, trusted employees and outside contractors with the appropriate level of visibility and interaction, providing maximum flexibility and security. Submitted files are delivered directly into the webpage and can also be attached directly to the rundown for play out.
Question 14: Remote data should be received from computers and other Java-enabled devices Please clarify what remote data your referring to. Please be specific of the Java based devices that will be used?

Answer: Computers or computer-like devices.

Question 15: What functionality needs to be provided for the received data? (Question 14 continued)

Answer: The files should be capable of loading directly into the system for playback on air.

Question 16: Do all PC’s and Servers need to be supplied by the contractor or will the University entertain the option that some PC’s be customer supplies with the vendor providing the proper specification?

Answer: The vendor should supply the 10 edit stations complete with hardware and software and also provide software for 15 additional stations.
The University of Alabama

Request for Proposals

T052899

Television News Editing & Playback System

Addendum #2

August 23, 2012

Attention: This is not an order. Read all instructions, terms and conditions carefully.

Important: Response to RFP must be received by September 6, 2012 @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Request for Proposal.

The following questions have been received and answers are provided below and shall become part of the RFP.

Question 1. Regarding Section 4.4 Item 7: The editors in Item 6 will be iSCSI connected clients with dedicated SAN bandwidth for edit-in-place functionality. For the workstations in Item 7 the vendor is assuming that they will be CIFS/FTP connected in order to retrieve clips to the local workstations from the SAN and push clips back to the SAN for play back. Please verify that this assumption is accurate.

Answer: All editors should interface with the storage/playback in the same manner regardless of the provider.

Question 2. Regarding Section 4.4 Item 13: How many Record and Playback Channels do you want connected to the Shared Storage (For direct ingesting and playback to and from the SAN)?

Answer: Four.

Question 3. Regarding Section 4.4 Item 18: Can you explain what remote data would be delivered?

Answer: Media files.

Question 4. Regarding Section 4.4 Item 21: When you refer to “files” are you talking about media files?

Answer: Yes.

Question 5. Should our proposal include racks to house all of the required equipment?

Answer: No.
Question 6. If so, is sufficient space available for qty. 3 x 36" deep IT style racks? (Question 5 continued)

Answer: N/A

Question 7. Should our proposal include UPS units for the servers?

Answer: No.

Question 8. Will this equipment be installed into an existing datacenter or broadcast equipment room?

Answer: Yes.

Question 9. Is the area on computer floor?

Answer: No.

Question 10. Will the system need to control the plant audio/video router for routing of baseband feeds for ingest?

Answer: No.

Question 11. What is the manufacturer and model of the router? (Question 9 continued)

Answer: N/A

Question 12. Will the system need to control any video tape recorders for ingest?

Answer: No.

Question 13. What is the manufacturer and model of these recorders? (Question 11 continued)

Answer: N/A

Question 14. How is audio handled in the facility (i.e. analog, discrete AES, embedded)?

Answer: Embedded; however, playback channels will need to provide analog output.

Question 15. Will the system be interfaced to an existing broadcast automation system?

Answer: No. The system should provide its own computer for control of playback playlist and receive playlist from enps scripts as per specifications. The system should provide gpi trigger input to roll clips and interface to Ross vision switcher for trigger.

Question 16. If so, what is the manufacturer and model of the automation system?

Answer: The Ross Video Switcher will provide standard Sony RS 422 protocol for controlling playback.

Question 17. Please describe the existing network infrastructure.

Answer: This system should utilize a new private network. The University network system is managed and controlled by the University Office of Information Technology and is not conducive to broadcast environment.

Question 18. What file format is used for current acquisition using the JVC cameras?

Answer: Please See: http://pro.jvc.com/prof/attributes/tech_desc.jsp?model_id=MDL101921&feature_id=02
Question 19: Please confirm the required installation date (when work on-site can commence)

Answer: The exact date to be determined. Respondents are expected to submit a timeline for system setup and configuration.

Question 20: Please confirm the required on-air date

Answer: The exact date to be determined.

Question 21: Please confirm the intended playout video format (1080i, 720p)

Answer: 1080i.
Request for Proposal – T052899

Proposal Due Date – September 6, 2012

Television News Editing & Playback System
ATTENTION: This is not an order. Read all instructions and terms and conditions carefully.

Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted thereunder shall govern 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.

The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.purchasing.ua.edu/vendors apply to this Solicitation and shall become a part of any contract issued hereunder.

For purposes of this Solicitation, the Solicitation documents shall consist of the following components:

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 thereunder shall govern 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 www.purchasing.ua.edu/vendors 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:
   - Request for Proposal and any Addenda
   - General Terms and Conditions
   - 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.

Proposal Responses may NOT be faxed or emailed.

Proposals MUST BE RECEIVED BY 09-06-12 @ 2:00 P.M. CST TIME

Disclosures and Conflict of Interest:

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; and 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 of 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 contractor 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 respondent or its employees or agents to any person not an employee or agent of the respondent 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 respondent 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 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.
Please Note New Bid Specification and Requirements Indicated Below

State of Alabama Immigration Law (Act 2011-535)

The successful respondent will be required to provide written certification they are in compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535) by submitting 1) the Certification of Compliance and affidavit forms included with this solicitation and, 2) successful respondent's one-page E-verify Employment Eligibility Verification form (see example included in Appendix B). The two required documents must be submitted prior to issuance of a University contract or purchase order. To expedite the ordering process, forms may be submitted with the bid response.

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

Log onto www.uscis.gov/everify

Click “Getting Started” for information about the program, requirements, and enrollment process.

Click “Enroll in E-Verify” and begin enrollment process.

A copy of the one-page Employment Eligibility Verification form is the required document that must be submitted prior to a contract or purchase order being issued.

For further assistance please consult the E-Verify Quick Reference Guide.

IMMIGRATION LAW COMPLIANCE

1. 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.

2. Example of E-Verify Employment Eligibility Verification Form is attached to Appendix B
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9.1 Technical Compliance of Proposed Software and System
1.0 INTENT AND SCOPE

The University of Alabama is seeking sealed proposals for an university hosted comprehensive solution to facilitate the WVUA newsroom workflow. Content is acquired on the station’s JVC cameras on the SD card medium, or other video sources. Remote access should be available via the internet. System should have integrating and archiving capabilities through utilization of the host server.

Pricing should include the cost of licensing and maintaining/support for all software required to operate the system in the manner described in this document as well as all related implementation and configuration services. Proposals should include details concerning the implementation schedule and project milestones with realistic completion dates during the implementation process.

Respondents are requested to submit proposals that address each of the requirements as stated in this solicitation, in the order presented, and to include sufficient information to allow the University and WVUA staff to evaluate the solution proposed and determine its appropriateness as per general and technical specifications.

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

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 30,000 students and workforce of 5,000 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.

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 “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 awarded by this RFP shall be for one of the following three pricing options:

Option 1 - period of three years (36 months); or Option 2 – alternate plan proposed by your company commencing on the effective date shown in Section 4.2 below. Pricing for this Contract must be firm for the Initial Term unless otherwise agreed in writing by both of the parties. However, upon mutual agreement between the successful contractor and the University, this Contract may be renewed for two (2) twelve-month periods; at the original bid price quoted on the attached Quotation Sheets. All other terms, conditions, delivery, etc. will remain the same as the original bid. The successful contractor should furnish the written renewal request to the University sixty days prior to the expiration of the current contract year.

4.2 Effective Date

The effective date of the Contract shall be September 18, 2012 or the date upon which the University executes 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 Respondent and the University which shall bind the successful Respondent to furnish and deliver the commodities and/or services ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation as well as the terms and conditions of the University’s Purchase Order or Contract. No shipments are to be made to the University without the issuance of a Purchase Order (P#). (Respondents are not to accept or ship items 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, and Instructions to Bidders are incorporated into the Contract by reference and shall constitute the entire and non-exclusive contract between the University and the Contractor.

4.4 Technical Specifications

1. System will provide for editing news stories, playing the edited news stories to air, and archiving edited stories for later use.
2. System should be capable of providing an online asset management system archive.
3. Control Room Playout computer will require Windows 7 Professional with 19” Monitor, keyboard and mouse and software installed prior to delivery and should include a control panel with play and jog/shuttle control and GPI inputs for external control for four channels of playout.
4. Content database server should be capable of managing 7 days of finished content based on average for smaller markets with 2.5 hours of newscasts Monday-Friday and 30 minutes on weekends.
5. High Speed Edit storage should be capable of storing at least 250 hours of raw content, projects, and pre-produced production elements at 25 mbps HD.
6. Contractor shall provide four (4) Standard Edit Stations with video/audio baseband Input/Output in addition to filed-based editing and six (6) file-based (SD card) only edit stations with licensing.
7. Licensing for integration into the system should be included for at least 15 additional University provided edit stations. System should be compatible with existing University owned Edius, Final Cut Pro 7, and Premier editing software. Software allows the edit stations to push content off to the servers and be inserted into the rundown script.

8. Server should be capable of hosting software.

9. Server should provide archiving and optional clip sharing functionality that is attached to archive array(s) for storage.

10. Archive storage should be able to hold at least 2750 hours of HD content at 25 mbps.

11. System must be able to sustain heavy use volume at peak times.

12. System should provide an environment that has the necessary security, redundancy, and back-up capabilities. Drive arrays should operate in RAID 5 configuration.

13. Media encoder (recorder) should support four channels of simultaneous encoding, two of which are capable of playing back within ten seconds of record start time.

14. Contractor should commit to remaining current on operating systems and dependent software components (e.g. Database, Java). The University prefers that contractors remain within N-1 of the latest release of the operating system and all dependent components.

15. News stories from other suppliers (such as CNN) should be able to record, play, and archive.

16. System should integrate with existing workflow (AP ENPS) for integrating edited stories into the script rundown and similar features.

17. Pricing should be based on 25 in-house concurrent users and 10 remote concurrent users.

18. Remote data should be received from computers and other Java-enabled devices.

19. Software should interface to Associated Press ENPS.

20. Edited video should be stored on the system's server until it is played to air or archived.

21. Files should be password protected and database permissions/rights should be manageable.

22. Some media files will be stored until the story has aired; others will be retained for the life of the system.

23. System should be capable of handling broadcast quality video files in the 720p and 1080i formats.
5.0 QUALIFICATIONS AND STANDARDS

5.1 The Respondent must provide, in writing, a statement that the Respondent has been continually engaged in business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, or services required in this Solicitation. 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. This bond will be used to secure the completion of the project should the successful Respondent to whom the Contract is awarded default for any reason. Failure to comply with this requirement may eliminate your bid response from consideration.

5.2 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. The bond must be furnished to the 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 to whom the Contract is awarded. Failure to provide the bond letter or bond may eliminate your bid from consideration in the bid award.

6.0 PROPOSAL GENERAL REQUIREMENTS

6.1 Key Event Dates

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

- Tuesday, August 7, 2012: RFP Issued and Available on the Purchasing Department website
- Tuesday, August 21, 2012: Deadline to Submit Questions
- Thursday, September 6, 2012: Proposals Due
- Thursday, September 27, 2012: Contract Finalized
- Monday, October 1, 2012: Contract Commences

6.2 Issuing Department

Purchasing 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 RFP cover sheet. This number must be referenced on all proposals, correspondence, and documentation relating to RFP inquiries.

6.3 Respondent Communication

To insure that 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 Respondent receiving inaccurate, incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Respondent. Respondent assumes all liability and loss resulting from any inaccurate, incomplete, or delayed communications.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address 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:

**Mail To:**

Melinda Wallace
Purchasing Department
The University of Alabama
Box 870130
Tuscaloosa, AL 35487-0130

Or

1101 Jackson Ave Suite 3000
Tuscaloosa, AL 35401

**Phone:** (205) 348-5019
**Fax:** (205) 348-8706
**E-mail:** mwallace@fa.ua.edu

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

6.4 **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’s Purchasing website:

[http://purchasing.ua.edu/vendors/General_Terms_and_Conditions.pdf](http://purchasing.ua.edu/vendors/General_Terms_and_Conditions.pdf)

[http://purchasing.ua.edu/vendors/instructions-to-bidders.pdf](http://purchasing.ua.edu/vendors/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.

6.5 **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 or exceptions therefrom must be specifically defined in accordance with the Transmittal Letter pursuant to Section 7.3(d). If accepted by the University, the deviations or exceptions shall become part of the Contract, but such deviations or exceptions 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.

6.6 **Proposal Submission and Deadline**

Respondent must provide three (3) printed copies, one ((1) USB flash drive of each proposal in a sealed cover, prior to 2:00 P.M. CST on date as specified in Section 6.1 Key Event Dates and addressed to the Purchasing Officer as listed Section 6.3 Respondent Communication. Purchasing accepts deliveries Monday – Friday, 8:00 AM – 4:45 PM.
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. Proposals received via fax or emails 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.

6.7 **Addenda**

Any addenda or instructions issued by Purchasing 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.

6.8 **Financial Statements**

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

Any other confidential/proprietary information must be placed in a separate envelope and marked confidential. This information may or may not be kept confidential depending upon applicable law and whether or not it is a required term or condition of the Proposal. Co-mingling of confidential/proprietary information with non-confidential information is NOT acceptable. The proposal or offer is not confidential and is a matter of public record. Neither a proposal 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.

6.9 **Respondent Presentations**

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

6.10 **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. Purchasing will not disclose any portions of the proposals prior to contract award to anyone outside Purchasing, 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, except as permitted by Section 6.8 above.

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.

6.11 **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 Officer, any other Purchasing administrator representing the University administration, or others authorized in writing by the Purchasing Officer; 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.

6.12 **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 will provide no reimbursement for such costs.

6.13 **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.

6.14 **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.

6.15 **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.

6.16 **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.

6.17 **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.

6.18 **Proposal 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.

6.19 **Errors/Omissions**

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

6.20 **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.

6.21 **Entire Agreement**

The Request for Proposal (RFP), those documents referenced in Section 4.3 above, and any subsequent addenda issued by the Purchasing Department shall be incorporated by reference 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.

6.22 **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 products and/or 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 laws 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.

6.23 **Taxes**

Contractor shall bill and collect sales taxes, if applicable, on all services for which Contractor collects revenue from customers. Contractor at its sole cost and expense shall obtain all licenses, permits, or other permissions required or applicable to the services and activities required by the Contract.

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.

6.24 **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.

6.25 **Termination for Convenience**

The University of Alabama, Purchasing Department, reserves the right to terminate the resulting Contract without cause with a thirty (30) day advance 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).

6.26 **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.

6.27 **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.

6.28 **Premises, Equipment and Maintenance**

6.28.1 **Premises and Equipment**
Contractor shall take reasonable and proper care of any Premises and equipment furnished to the Contractor by the University and return them to University at termination of the Agreement.

Any modifications to the existing Premises must receive prior written authorization from the Assistant Vice President for Construction and be in compliance with all applicable State and Federal codes as well as University policies. All modifications by Contractor shall be at its sole cost and expense and the title thereto shall vest in the University without additional compensation to Contractor unless otherwise agreed to in writing.

6.28.2 Condition of Premises and Equipment

Premises and equipment provided by University for Contractor use shall be in good condition and maintained by University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). University agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of University and shall be at the University's expense. This provision shall survive the termination of this Agreement.

6.28.3 Utilities, Sanitation and Janitorial Service

The responsibilities of the parties with respect to the usual and customary cleaning and sanitation of the Premises shall be as follows:

6.28.4 Contractor's Responsibilities:

Contractor shall be responsible for housekeeping and sanitation for Premises. When Contractor provides services in non-Premise locations, Contractor shall be responsible for housekeeping and sanitation of service areas. During operating hours, Contractor shall continuously clean area as per standard health sanitation requirements.

6.28.5 University's Responsibilities:

University will provide electricity, phone lines, internet service connection to contractors own private provider network, gas, sewer, water, and trash removal for Premises. The University will further pay the costs associated with Contractor's usage of said utilities and services during the term of the Contract. University will not be held responsible for any disruption of utility services beyond University's control, including but not limited to, Acts of God, accidents, or repairs. University shall be responsible for housekeeping and sanitation in customer traffic areas and the cleaning of all floors, windows, walls, ceilings, ceiling fixtures, drapes, fixtures, air ducts and hood vent systems (per local ordinance). University shall provide and maintain adequate fire extinguishing equipment for the Premises, and pest control. University shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Contractor.

6.28.6 Maintenance of Premises and Equipment

University shall provide maintenance personnel and outside maintenance services, parts and supplies required to maintain the Premises and University-owned equipment at the University's expense. Equipment repairs by vendor other than the Contractor require a purchase order, in advance of the repair. Repairs over $7500 are subject to the State of Alabama bid law. When any maintenance or repair is due to Contractor or Contractor's employee negligence, acts or omissions, the University shall bill Contractor for the expense of any repairs or replacements.

6.29 Employees

6.29.1 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.

6.29.2 Background checks/ drug testing

Contractor shall conduct a thorough criminal background check on all employees providing service to the University, which shall include drug testing. If a Contractor employee’s background check reveals any convictions or there is a positive finding of drug use on the drug test, Contractor shall not assign that employee to work on the Premises or University campus, unless otherwise agreed to in advance by the University.

6.29.3 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’s employees shall comply with and adhere to applicable University policies which address such matters as sexual harassment and other matters. The policies can be found at: http://policies.ua.edu/.

6.29.4 Contractor Personnel Responsibilities

Contractor shall be responsible for the acts of its employees and agents while performing services for the University. 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 or replace 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 or replacement of such damage, the Contractor shall reimburse the University promptly for the cost of the repair or replacement.

Contractor must provide the University with a written procedure on how the Contractor handles personnel complaints. The Contractor’s supervisors upon notification by the University will handle any complaint, deemed by the University to require action by the Contractor. Contractor’s supervisors will provide a written response of the outcome of the complaint to the University within a reasonable amount of time. If the allegations of the complaint are deemed serious by the University, at the University’s request the Contractor shall remove the employee from the Premises or re-assign to other duties pending the outcome of the complaint.

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.

6.30 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.
6.31 Advertisement of Service

Contractor will be responsible for advertising products and/or services to the University campus. Advertisement must be reviewed by the University Purchasing Department and approved prior to distribution (paper or electronic). All costs will be at the Contractor’s expense.

6.32 Parking

Contractor’s full-time and part-time staff members will be required to purchase a faculty and staff parking permit. Permits are available through Transportation Services located in Student Services Center, Room 103, Monday – Friday, 7:45 a.m. until 4:30 p.m.

6.33 Patents, Copyrights and Trademarks

Contractor shall protect, hold harmless, and indemnify the University from all damages or liability arising from alleged infringements of patents, copyrights or trademarks. Contractor shall make no use of University trademarks or other indicia without the prior written consent of the University.

6.34 University Visual Identity

The Contractor must adhere to all University of Alabama Visual Identity Guide. University Visual Guide is maintained by the University Public Relations Department and can be viewed at [http://visualid.ua.edu/](http://visualid.ua.edu/). Non-adherence to the standards can have a penalty up to and including Contract cancellation. Only the Assistant to the President/Assistant Vice President for University Relations or designee can approve exceptions to the University standards. See General Terms and Conditions No. 16, 17, 18 and 19 [www.purchasing.ua.edu/vendors/General_Terms_and_Conditions.pdf](http://www.purchasing.ua.edu/vendors/General_Terms_and_Conditions.pdf)

6.35 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.

6.36 PCI Compliance/Safeguarding Obligations

If the successful Contractor accepts credit cards for products and services in this RFP, the successful Contractor agrees to comply with all applicable Payment Card Industry Data Security Standards (“PCI Standards”) and Contractor shall defend and hold The Board of Trustees of the University of Alabama, its designated representatives and their officers, agents and employees, harmless from all claims, liabilities, damages, or judgments involving a third party, including costs and attorney fees, which arise as a result of a Contractor’s failure to meet any of its obligations under such PCI Standards. Contractor shall fully cooperate with UA in all reasonable requests related to PCI Standards compliance. Contractor shall submit a copy of its certification of PCI compliance.

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://purchasing.ua.edu/purchvendinfo.html](http://purchasing.ua.edu/purchvendinfo.html)
Click on: General Terms and Conditions, No. 33

6.37 Non-Exclusive Contract

The Contract resulting from this RFP is a non-exclusive, and Contractor acknowledges that nothing in the Contract shall prohibit the University from entering into contracts similar to this one for other areas of the University.
6.38 **Insurance**

- See Appendix A for Insurance Requirements
- The successful Respondent shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the Appendix A.
- The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request and prior to a purchase order or Contract being issued.
- The University reserves the right to terminate any resulting Contract, if the Respondent fails to keep these policies in force for the above 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.

6.40 **Immigration Law Compliance**

The 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 and affidavit form included with this solicitation and, 2) successful respondent’s one-page E-verify Employment Eligibility Verification form, examples of which are included in Appendix C. The two required documents must be submitted prior to issuance of a University contract or purchase order. To expedite the ordering process, forms may be submitted with the bid response.

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

Log onto [www.uscis.gov/everify](http://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.

A copy of the one-page Employment Eligibility Verification form is the required document that must be submitted prior to a contract or purchase order being issued.

See APPENDIX B
7.0 PROPOSAL FORMAT AND CONTENT

7.1 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 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information
- Appendix A
- Appendix B
- Appendix C

Please note: All Appendices require a response as specified in each.

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

The Respondent will 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.

7.3 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:

a) 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.

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

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

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

e) A statement that identifies the Confidential Information sent separately such as Financial Statements

f) 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.

7.4 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.

7.5 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 business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, or 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. 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 bid from consideration in the bid 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 products and 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, phone and fax numbers.

7. Respondent shall provide the names, positions and technical experience of the company representatives that will be involved in the installation, training and implementation of the system at The University of Alabama.

8. Respondent shall provide information related to Respondent's size and financial stability.

9. 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.

10. State the total number of your firm's full time employees as well as the breakdown of employees dedicated to:
   a. Total number of full time employees
   b. System development/Research
   c. Software support
   d. Help desk support

11. Specify whether the system proposed was developed internally or acquired from another contractor.
12. Is the system you propose developed and maintained by your staff or are you a system integrator who uses a system developed by another developer? If so, whose system do you propose to use?

7.6 Criteria 2 – Product/Services Defined

Respondents are expected to review product and service requirements in Section 4.0 and describe in detail how Respondent will fulfill these requirements including, but not limited to services to be provided and personnel to be assigned to the University.

A. Respondent Compliance

1. If a respondent plans to utilize a subcontractor(s) to fulfill any portion of the responsibilities outlined within the RFP, each subcontractor must be identified and the qualifications of each firm must be outlined within the proposal submitted. The exact role the subcontractor(s) is to play in the performance of the Contract that may result from this RFP should 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 scheduling and data collection/tracking software that it is offering if its proposal is to be considered by the University. The subcontractor must be willing to comply with the Immigration Law.

2. The University has established minimum technical requirements for the proposed products and services in order to meet the needs. For each requirement listed in Section 4.4 Technical Specifications, explain how the system proposed “Complies Fully”, “Complies Partially” or “Does Not Comply”. Respond on 9.1 Quotation Sheet – Technical Compliance of Proposed System and address in detail compliance of each requirement in your proposal. To obtain quotation sheets, email Melinda Wallace mwallace@fa.ua.edu for the Excel sheets to be completed. Handwritten spreadsheets are not acceptable. Spreadsheets are to be submitted in hard copy and USB flash drive.

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.

B. Hardware and Equipment

1. All proposals shall identify in detail all appropriate hardware devices required for the complete implementation and operation of the system. An itemized cost for each device shall be included on the Quotation Sheets in Section 9.0. Devices should not duplicate existing University owned equipment.

C. Software and System

1. Are there any performance issues evident, if the University houses the virtual application/terminal and interface servers on site and remotely accesses the University database server at another site?

2. Besides connectivity issues, would remote access to the application/terminal server, interface server and database server cause a drop in performance?

3. List the number of University employees you propose to train and indicate if training proposed will be on-site at the University or by webcam.

4. List any resources you would require the University to provide in order to conduct training on campus, including extra software, licenses, etc.
5. Describe your training methodology for system administrators, approvers, and users for both the initial implementation and ongoing training.

6. Provide a list of training centers.

7. Provide a list of training agendas.

8. Will training materials customized for the University be provided? Can the materials be copied for use by the University personnel subsequent to the initial training?

9. Can other system manuals and documentation be copied for use by University personnel?

10. Is additional on-line training available at the customer's convenience or through webinars?

11. Data regarding actual usage of the system by University staff should be available for review by administrative staff to assist in determining the overall effectiveness of the system across the programs and whether there is need for additional training or changes in implementation, billing, etc.

12. Are there multiple levels of support available? (5x8, 7x8, 7x24, etc.) Describe the support available for the proposed solution. What is the model of support recommended by your company for the University?

13. Include a chart of the escalation procedures for continuing or critical issues. Issues should not remain unresolved at Tier 1 more than six (6) hours and should not remain unresolved at Tier 2 more than three (3) days.

14. What are your hours of operation for support during Central Standard Time?

15. What are your guaranteed and documented response times for support turnaround?

16. Will the University be assigned dedicated support personnel familiar with our requirements and installation?

17. Describe your methods for providing system documentation.

18. How often are version updates to your software typically released?

19. Are version updates included at no additional charge to customers?

20. What is the methodology utilized to apply version updates?

21. How is the system affected by version updates to the software?

22. What responsibilities for software upgrades are assumed by the University?

23. How many versions of your software are you currently supporting?

24. Supply a copy of your upgrade and development calendar.

25. Are there limitations to the number of University staff who can contact technical support? If so, how many University staff can contact support? Who do you recommend be University contacts?

26. Where is the location of your disaster recovery site, and what are your disaster recovery plans?

27. Is there a user group for the system that your company is proposing? Please describe.

28. Does the product license allow for the installation of test and development instances without additional cost?

29. Describe your implementation process and include a Gantt chart showing the time frame involved.
30. Provide an implementation timeline for system setup and configuration.

31. Provide a sample implementation checklist.

32. What is the method for assigning implementation consultants to a customer account?

33. Describe the customization options of the system your company is proposing for the University.

34. Does your company require access to UA Network 365/24/7? How frequently are updates, patches, etc normally performed? Please explain.

35. Provide a Statement of Work outlining tasks to be performed by the respondent and the University.

36. Provide system requirements for University currently owned desktops.

7.7 Criteria 3 – Financial Proposal

1. The Financial Summary shall contain complete financial offer made to the University fully describing all aspects of the proposal including the equipment, software license and support/maintenance per year, customization and modifications, system manuals and documentation, training as well as professional services to be provided by Contractor beyond those listed in this RFP. Describe in detail the financial proposal you are offering the University for the Products and Services to be provided in Section 4.0. All costs associated with the initial purchase, installation, training and implementation must be included as well as any third party services and the cost associated with the use of those services.

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. It is the Respondent’s responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Respondent in response to this Solicitation.

4. The quoted price involving equipment must include all necessary accessories to make a complete functioning unit unless specifically stated in the Solicitation.

5. Quoted price must include all travel expense associated with the installation, training and implementation of the system.

6. Include an example of your firm’s standard software support/maintenance agreement.

7. Provide a copy of your software EULA, if applicable.

8. Include maintenance agreement pricing for a period of thirty-six (36) months.

9. Any third-party services and the associated cost the University has to pay should be disclosed in the proposal response.

10. Any third-party agreements should be attached to response.
7.8 Criteria 4 - Evidence of Successful Performance and Implementation Schedule

1. Respondent shall supply names, addresses, and telephone numbers of three (3) business references 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 business reference in order to provide this information, the respondent must obtain permission to include this information with the proposal. For each reference, include:

   - Name, address, phone number, fax number and email addresses of the Reference
   - Type of facility
   - Length of time the system has been installed
   - Number of users using the system
   - Name and contact information of the individual(s) in the reference’s OIT Department, the University can contact for further information

2. Respondent shall provide an implementation and transition schedule for the proposal submitted.

7.9 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.

7.10 Criteria 6 – Attachments to be included with proposal

1. Your company’s insurance certificate

2. Your company’s E-Verify document

3. Your company’s disclosure statement

4. All software license agreements

5. All agreements required by third party
8.0 PROPOSAL EVALUATION PROCESS AND AWARD

8.1 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, compliance with terms and conditions.
- Responses to questions found throughout the RFP
- Service and pricing proposal
- Additional financial considerations and terms of proposal financial stability
- Proposal preparation, compliance with steps and procedures utilized in the completion and submission of the proposal
- Oral Presentation

8.2 Evaluation Process

It is the intent of the University to award this Contract to the Respondent deemed to be the most qualified, cost-effective, responsible supplier submitting the best overall proposal based on an evaluation of all qualified proposal responses. Enhancements to the minimum requirements will be considered. In the initial phase of the evaluation process, all proposals received on time will be reviewed. First, non-responsive proposals (those not conforming to RFP requirements) will be eliminated. Second, the remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals, which in the judgment of the University fail to offer sufficient and substantive provisions to warrant further consideration. The Proposer bears sole responsibility for the items included or not included in the response submitted. Deviations or exceptions to the terms and specifications contained within this request, while possibly necessary in the view of a particular Proposer, may result in disqualification. At the conclusion of this initial evaluation phase, finalist Proposers will be selected for detailed review and evaluation, including oral presentation if required. The University reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge compliance with the specifications/requirements of this RFP.

At the conclusion of this initial evaluation phase, finalist Proposers will be selected for detailed review and evaluation, including oral presentation if required. The University reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers.

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. A pre-award conference will be held with the Respondent(s) prior to the final award being made.
8.3 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 University determines, in its sole discretion, has provided the proposal that best meets that 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.

Respondent(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final offer to the Purchasing Department. All information received prior to the cut-off time will be considered part of the Respondent's Best and Final offer.

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.

8.4 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.

8.5 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.

8.6 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.

8.7 Rejection

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

- Failure of a proposal to conform to the essential requirements of the Request for Proposal.
- 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.
- Failure of the Respondent to sign the University Request for Proposal, as part of the proposal. This includes the Authentication of Proposal and Statement of Non-collusion and Non-conflict of Interest statements.
- Receipt of proposal received after the closing date and time specified in the RFP.
APPENDIX A

THE UNIVERSITY OF ALABAMA

INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities and contractual obligations undertaken in this Contract. Contractor 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 Contractor'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.

Contractor 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. Contractor 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 contractor.

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis. A Contractor 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 Contractor 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 Contractor. The University reserves the right to review and revoke self-insure status, if Contractor's financial ratings with Standard & Poor and/or Fitch ratings drop below investment grade, there is a material change in the audited financials, or Contractor 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></td>
</tr>
<tr>
<td>Each Occurrence – Premise/Operation</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Commercial Business Automobile Liability</td>
<td>$1,000,000 - combined single limit</td>
</tr>
<tr>
<td></td>
<td>Must include hired and non-owned liability</td>
</tr>
<tr>
<td>Data Processing/ Software Design Errors &amp; Omissions</td>
<td></td>
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<tr>
<td>Each Occurrence or Each Claim</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
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</tbody>
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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 Contractor, 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 Contractor was to cancel, alter, non-renew or allow the required insurance program to be modified to a material degree, the Contractor 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 Contractor 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.