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

IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY 10-16-2012, @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Invitation For Bid.

The following shall become part of the Invitation For Bid.

- One map shows The University of Alabama reserved tailgating tents on the Quad.
- One map shows The University of Alabama reserved tailgating tents and includes all Homecoming tents on the Quad.
- The maps are to be used as examples only, actual layouts will change for 2013.
- Currently documentation of the irrigation system installed on the Quad is not available.

The IFB may be found at http://purchasing.ua.edu/pdfs/PendingBids/T052933.pdf
Alumni Tent

HOMECOMING TENT KEY
1—Education 30x30 Tent
2—African American Alumni Network 20x20 Tent
3—Alumni Association 10x20 Tent
4—Arts & Sciences 40x80 Tent
Executive MBA Program at CBA 20x40 Tent
(located at Bidgood)
INVOICE FOR BID

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

INVITATION NO.: T052933
RETURN ALL COPIES OF BIDS TO:
Issue Date: 09/21/2012
THE UNIVERSITY OF ALABAMA
Title: UA Quad Tent and Tailgate Service
PURCHASING DEPARTMENT
Buyer: Robin Schmitt
(Street Address) 1101 Jackson Ave Suite 3000
Phone: (205) 348-5385
Tuscaloosa, Alabama 35401
Email: rschmitt@fa.ua.edu

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 10/16/2012 @ 2:00 P.M. CST TIME

Bid number and opening date must be clearly marked on the outside of all bid 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 bid opening.
2. The University’s General Terms and Conditions and Instructions to Bidders, 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) Invitation for Bid 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; 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 bid, 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 Invitation for Bids, designed to limit independent bidding or competition;
2. The contents of the bid or bids 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 bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
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

NAME OF COMPANY:
PHONE:
NAME OF COMPANY:
PHONE:
FEDERAL EMPLOYER ID NO.:
ADDRESS:
FEDERAL EMPLOYER ID NO.:
ADDRESS:
PAYMENT TERMS:
ADDRESS:
PAYMENT TERMS:
ADDRESS:
SHIPPING TERMS:
CITY, STATE & ZIP CODE:
SHIPPING TERMS:
CITY, STATE & ZIP CODE:
F.O.B. DESTINATION–PREPAID AND ALLOWED
DATE:
DATE:
QUOTE VALID UNTIL:
SIGNATURE:
Typed/Printed Name of Signor
SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

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

Invitation for Bid

The University of Alabama
Purchasing Department

Invitation No.: T052933
Issue Date: 09/21/2012
Title: UA Quad Tent and Tailgate Service

Buyer: Robin Schmitt
Phone: (205) 348-5385
Email: rschmitt@fa.ua.edu

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 10/16/2012 @ 2:00 P.M. CST TIME

Bid number and opening date must be clearly marked on the outside of all bid 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 bid opening.
2. The University’s General Terms and Conditions and Instructions to Bidders, 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) Invitation for Bid and any Addenda;
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   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.
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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; 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 bid, 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

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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 Invitation for Bids, designed to limit independent bidding or competition;
2. The contents of the bid or bids 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 bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
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

NAME OF COMPANY:
PHONE:
NAME OF COMPANY:
PHONE:
FEDERAL EMPLOYER ID NO.:
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ADDRESS:
PAYMENT TERMS:
ADDRESS:
PAYMENT TERMS:
ADDRESS:
SHIPPING TERMS:
CITY, STATE & ZIP CODE:
SHIPPING TERMS:
CITY, STATE & ZIP CODE:
F.O.B. DESTINATION–PREPAID AND ALLOWED
DATE:
DATE:
QUOTE VALID UNTIL:
SIGNATURE:
Typed/Printed Name of Signor
SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.
State of Alabama Immigration Law

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

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

If you have previously enrolled in E-Verify, follow these instructions:
- Log onto [www.uscis.gov/everify](http://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.

The following has been added to the University of Alabama’s General Terms and Conditions

35. State of Alabama Immigration Law

Pursuant to the State of Alabama Immigration Law, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
The University of Alabama requests sealed bids as per attached general and technical specifications or equal unless otherwise specified in the Special Conditions.

All Bidders submitting a bid must read all specifications carefully and respond accordingly. Failure to do so may eliminate your bid from consideration due to non-compliance.

1.0 GENERAL SPECIFICATIONS

1.1 All bid responses, technical information and any other attachments furnished to The University of Alabama in response to this request for quotation must be submitted in duplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THE ENTIRE BID RESPONSE). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of this bid.

1.2 The stated requirements appearing elsewhere in this solicitation shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined. 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 solicitation.

Note: Bidders shall not submit their standard terms and conditions or purchase order terms as exceptions to or modification of the terms and conditions of this solicitation. Each exception to or modification of a University term and condition shall be individually listed by the bidder. Failure to follow this instruction may result in the determination that a bid submission is non-responsive to a solicitation and the rejection of that bid.

1.3 The issuance of a University Purchase Order (P#) or a signed Contract document is required to constitute a contract between the successful Bidder and the University which shall bind the successful Bidder to furnish and deliver the commodities 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 of Alabama without the issuance of a Purchase Order (P#). (Bidders are not to accept or ship items against a requisition number “R” #.)

1.4 Any questions concerning these specifications should be directed to the Buyer listed on the signature page.

1.5 No department, school or office at the University has the authority to solicit or receive official Solicitations nor authorize Solicitation or Contract changes other than the Purchasing Department. All solicitations are issued under the direct supervision of the Associate Director for Purchasing and in complete accordance with the State of Alabama Bid Law, Section 41-16-20 and University policies and procedures.

1.6 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 Bidder.

1.7 State of Alabama Immigration Law

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

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

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- 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.

2.0 QUALIFICATIONS AND STANDARDS

Due to the importance of maintaining a safe University environment, it is imperative that the successful bidder meet certain qualifications that will guarantee The University of Alabama the successful Bidder is qualified to furnish and deliver products, equipment and services or furnish, deliver, install, service and/or repair equipment whichever is applicable as required in this Solicitation. In order for Bidders to qualify, the following requirements must be fulfilled:

2.1 The Bidder must provide, in writing, a statement that the Bidder has been regularly 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%) per cent of the contract price. This bond will be used to secure the completion of the project should the successful Bidder default for any reason. Failure to comply with this requirement may eliminate your bid response from consideration.

2.2 Each bidder 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 bidder, 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 bidder. Failure to provide the bond letter or bond will eliminate your bid from consideration in the bid award.

3.0 REFERENCES

References must include at least three (3) other universities, institutions or businesses, which the bidder has successfully provided products, services or installation of equipment similar to those required in this Solicitation in terms of manufacturer, size, features, service or type of installation. The references must include company name, address, project/delivery date, contact name, phone number, and email address.

4.0 PRODUCT SPECIFICATIONS

Specify all terms and conditions of the warranties associated with your products with your bid response.
5.0 PRICE QUOTATION

5.1 IMPORTANT: It is required that the PRICE QUOTATION SHEET(S) furnished with this Request for Price Quotation be completed and submitted with your proposal. DO NOT send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration in the bid award.

5.2 All prices shall be quoted furnish and install (if applicable) FOB The University of Alabama, Tuscaloosa, AL 35487 prepay and allowed. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder. The successful Bidder must transport at the time of set-up, the equipment and supplies necessary for this installation to campus. No direct shipments will be accepted.

5.3 It is the Bidder’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 Bidder in response to this Solicitation.

5.4 The successful Bidder under the specifications required in this Solicitation shall furnish at its expense all equipment, labor, tools, supplies, transportation, insurance and other expenses necessary to fully perform any phase of the requirements of this Solicitation.

5.5 Quote prices firm for a period of ninety (90) days following the bid opening date unless otherwise stated in the Special Conditions. Bids that do not guarantee pricing firm for this period may be eliminated. Failure to quote the term for which your prices will remain firm may eliminate your bid from consideration.

5.6 The quoted price must include but not be limited to all cables, wires, connectors, etc. to make a complete functioning unit unless specifically stated in the special conditions.

5.7 Include with your bid response complete details of your company’s Return Merchandise policy, including, but not limited to, amount of any restocking fee required, procedures, limitations, contact person and phone number. While the University does not enter into any purchase with the intent to return items ordered, we do require this information be included with your bid response. Failure to include this information may be grounds for elimination of your bid from consideration.

6.0 DELIVERY, INSTALLATION AND TRAINING REQUIREMENTS

6.1 Proposed delivery dates shall be stated in number of calendar days after receipt of order.

6.2 All items must be delivered directly to the University by the successful Bidder and placed according to the instructions supplied by the University.

7.0 INSURANCE

7.1 See General Terms and Conditions for general Insurance Requirements, Additional Insurance requirements may be listed in the Special Conditions Section.

7.2 The successful Bidder shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the General Terms and Conditions unless otherwise modified in the Special Conditions.

7.3 The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request. Failure to comply with this request may eliminate your bid from consideration in the bid award.

7.4 The University reserves the right to terminate any resulting contract, if the Bidder fails to keep these policies in force for the above amounts or for the duration of the contract period.

7.5 The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.
8.0 RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

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

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

If violation of this provision occurs, the University reserves the right to reject the Bidder’s response to this Solicitation.
INVITATION FOR BID

THE UNIVERSITY OF ALABAMA
PURCHASING DEPARTMENT

QUAD TENT AND TAILGATE SERVICE

SPECIAL NOTICE TO INTERESTED BIDDERS

The University of Alabama, Tuscaloosa Campus, is seeking sealed bids for a Tent and Tailgate Service on a designated site on “The Quad”.

Prior to and as a condition to submitting a bid, all prospective bidders are encouraged to personally participate in a pre-bid conference and on-site inspection of the location to acquaint the bidders with the property and the requirements of the bid. All vendors desiring to submit bids in response to this Request for Quotation are encouraged to attend the on-site visit. The on-site visit will be held on **Tuesday October 2, 2012** beginning at **1:00 p.m.** in the Purchasing Department, 1101 Jackson Ave. South Lawn Office Building Suite 3000, Tuscaloosa, AL 35401. All interested bidders are asked to refrain from asking questions prior to the on-site inspection. Please compile your questions as you review the bid document and present them during the question phase of the pre-bid conference and on-site inspection. Please notify by email Robin Schmitt, rschmitt@fa.ua.edu in The University of Alabama Purchasing Department no later than 2:00 p.m. on Monday October 1, 2012 with the names of the individuals who will be attending the on-site visit.

Bids will be accepted until 2:00 p.m. on Tuesday October 16, 2012 in the Purchasing Department, 1101 Jackson Ave. South Lawn Office Building Suite 3000, Tuscaloosa AL 35401, to be opened immediately thereafter in the office of the Purchasing Department. **You must provide one (1) signed and executed original of the Bid and one (1) additional exact copy with all attachments, quote sheets, etc.**

The Purchasing Department reserves the right to reject any and all bids, to waive any and all informality or irregularity, to negotiate with any qualified bidder(s), and to accept or reject all or any part of any bid that is deemed to be in the best interest of The University of Alabama.

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**UNIVERSITY OF ALABAMA CONTACT PERSON**

Robin Schmitt  
Purchasing Department,  
1101 Jackson Ave.  
South Lawn Office Building Suite 3000  
Tuscaloosa AL 35401  
Ph: 205.348.5385, Fax: 205.348.8706, e-mail: rschmitt@fa.ua.edu
INVITATION FOR BID

SCOPE:

The University of Alabama is soliciting bids to establish a contract from date of award for a Tent and Tailgate Service on a designated site on “The Quad” as per attached general and technical specifications or equal.

The successful vendor will be solely responsible for the solicitation of patrons to “fill” the designated area and the collection of fees from these patrons for the services provided. It is the responsibility of the vendor to utilize the space to accommodate tents, tables, chairs and other amenities approved by The University of Alabama. The exact location is indicated on the enclosed map.

1. The vendor will be responsible for creating a diagram with a specific layout for the tailgating area. This layout will have to be approved by The University of Alabama prior to setup in the designated area. This layout will need to be submitted with the bid. All plans (diagram/layout) for the area are to be listed in detail (size of tents, capacity, amenities, services, personnel etc.) along with an itinerary from start time of set up to the end time clean up. This must be approved by The University of Alabama.

2. The University of Alabama currently has 164 customers which will need to be “grandfathered in” to the vendor’s setup at $895.00 (season package) for a 20’x35’ space, to include one (1) 10’x10’ tent and one (1) parking pass. As the customers in this group of 164 do not renew their package, the tailgate space will then be available to the vendor to solicit. New customers as solicited by the vendor will not get a parking pass and it is planned that eventually as “grandfathered in” customers cease to exist that parking passes will not be offered as an amenity to any of the Quad customers. The 164 customers will be allowed to continue renting for 2 years then the 3rd year they will become customers of the vendor if so desired. Prices for the 164 customers may increase for the 2nd season as UA ticket prices, tuition etc. increase. This will be at The University’s discretion.

3. Awarded vendor will need to supply and setup for The University of Alabama two (2) 10’x10’ tents and one (1) 20’x20’ tent at a location on the Quad to be determined. Vendor will be notified no later than Wednesday at noon prior to the game if and where the tents will be set up, by the direction of Auxiliary Services.

4. It is the vendor’s responsibility to verify any measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the contractor in response to this bid request.

5. The vendor will be responsible for the arrangement, implementation and supervision of the area for The University of Alabama home football games as per attached general and technical specifications, or equal, for the contract period.

6. The vendor will be responsible for repairing or replacing any damage incurred to University property when such damage is inflicted by the contractor, their employees, guests or patrons. Unless otherwise directed by The University of Alabama, set-up and take-down will be performed per the schedule described in this bid request.

7. Vendor must have adequate personnel to safely provide the requested and optional services within the required time frame for each game. Vendor’s personnel must have an overall clean and neat appearance, with a uniform shirt including company name. A name tag with the company name and the employee’s name must be worn at all times. T-shirts are acceptable, if company name is displayed.

8. The vendor must have been regularly engaged in the tailgating business for a period of three (3) years.

9. REFERENCES: Must be included with the bid response. Furnish a list of references from at least three (3) current clients preferably with the scope similar in size and usage of The University of Alabama.

10. Should the vendor’s tents and or equipment be stolen or destroyed by fans, guests, etc. The University of Alabama will not be responsible. The vendor will be responsible for any and all items while on The University of Alabama campus.

11. The vendor shall not sell, transfer, assign or otherwise dispose of the contract or any of vendor’s duties hereunder to any third party. The vendor shall not assign, by power of attorney, or otherwise, any of the money which is to become due and payable under this contract.

12. The University of Alabama requires tents to be ALL WHITE and no larger than 20’ x 20’.
13. The University will allow the vendor to set-up tents prior to the set-up period allowed for the general public. Set-up can begin as early as 6:00 a.m. with completion no later than 5:00 p.m. on the day before the football game. Take down needs to be completed by 10:00 a.m. the day after the game, as determined by the UA game schedule.

14. The vendor may also arrange catering service delivery for the tent occupants. Bama Dining is the University’s caterer of choice.

15. Vendor’s guests on the “The Quad” will need to be dropped off. There is no permanent parking allowed. There is bus service provided to the designated area.

16. This area cannot be a corporate rental site and no logo signage is allowed outside or on the tent. Fines may be assessed to the vendor if these conditions exist.

17. Vendor will be responsible for complete grounds cleanup of this designated area.

18. All equipment used by the vendor must meet all applicable city, state and Federal codes, as well as The University of Alabama guidelines. All equipment must be in immaculate condition.

19. No vehicles other than golf carts, four wheelers, Cushman trucksters, or light trailers are allowed on The Quad Park. Everyone must have clear identification and coordinate entry, exit points, and routes with the Assistant Vice President for Facilities and Grounds. The University of Alabama implemented a golf cart/utility vehicle policy and the vendor must adhere to this policy (A copy of the policy is attached).

20. Vendor will provide a customer service tent and on site security for the entire time from setup to breakdown.

21. Vendor will deliver payment for “The Quad” usage along with a current list of customer names and site location numbers to The University of Alabama (buyer) on the Monday prior to the upcoming home game. Any additional customer names can be reported up to Thursday prior to the game. It is very important The University of Alabama is given all customer names and site numbers before business is conducted.

22. Vendor will provide contact numbers for all essential staff personnel to The University of Alabama prior to the award of this bid.

23. Vendor will submit a business flyer prior to print for approval to The University of Alabama (buyer).

24. Vendor will submit a map for approval for tent arrangements. Please note the tent arrangements will change for Homecoming.

25. Vendor will be allowed to advertise on UAgameday.com website. The University of Alabama must approve content of the advertisement.

26. Vendor will attend debriefing meeting after each game reporting the number of tents rented and the number of people who attended. This needs to be supplied in the form of a written report.

27. Vendor must adhere to the terms of this contract. Any attempt to deviate from the terms and conditions will be considered a BREACH of contract and may result in the cancellation of this contract.

28. Pricing for this contract will be firm for an initial twelve-month (12) period upon date of award. However, upon mutual agreement between the vendor and The University of Alabama, this contract may be renewed up to four (4) additional (12) twelve-month periods with a negotiable fee increase as UA ticket prices, tuition etc. increase.

29. For the reserved tailgate spaces on the Quad, the UA electrical shop installs temporary panel board assemblies with convenient receptacles. There are enough receptacles to provide one standard 120 volt duplex receptacle on a dedicated 15 amp circuit for each reserved tailgate space. No generators are allowed on the Quad.
INVITATION FOR BID

30. The criteria to be used by The University of Alabama in determining the best overall proposal submitted as a result of the bid request includes but is not limited to the following:

A. Fee payable to The University of Alabama (Due the Monday prior to the upcoming home game)
B. Scope of Amenities and Services offered
C. Game day event management and safety plan offered
D. Price charged for tailgate service
E. Overall ability to manage this contract
F. Prior experience with comparable game day events
G. Overall financial stability of the company
H. Overall best package for The University of Alabama tailgating experience as solely determined by The University of Alabama

31. **UA QUESTIONNAIRE:** If you are able to meet the requirements listed in the previous section, please respond to each of the following questions in the order in which they are asked.

**General**

A1. How long has your company been in business? ____________________________

   How many offices does your company operate and for what length of time have they been in operation?
   ___________________________________________________________________

   Identify the office that will serve the University. ________________________________________________

A2. Name of individual(s) directly responsible for the University’s account should you be awarded a contract.

   Primary Contact: ___________________ and ___________________; _______________________
   (NAME) (PHONE NUMBER) (CELL NUMBER)

   Secondary Contact: ___________________ and ___________________; _______________________
   (NAME) (PHONE NUMBER) (CELL NUMBER)

A3. How many people do you employ? __________________________

   How many are full time employees? __________________________

A4. List membership in any professional organizations to which your firm belongs? _______________________

   __________________________________________________________________

**Job Specific**

B1. What is the largest tailgate event you have successfully managed? _____________________________

   How many employees did you use for this event? _______

   How many were managers? _______

32. **2013 HOME FOOTBALL SCHEDULE: TBD**
SECTION 2: QUOTE SHEET

PART A: AMENITIES OFFERED TO THE CUSTOMERS

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<tr>
<th>ITEM #</th>
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Attach additional sheets if needed.

PART B: SERVICES PROVIDED TO THE UNIVERSITY OF ALABAMA

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<th>ITEM #</th>
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Attach additional sheets if needed.

PART C: OPERATING PROCEDURES BEFORE, DURING, AND AFTER THE GAME. VENDOR NEEDS TO PROVIDE AN OPERATIONS MANUAL WITH THE BID.

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Attach additional sheets if needed.
PART D: PACKAGE FEE

Your company will be representing The University of Alabama and it is in our best interest to be assured the fans are pleased with their tailgating experience. Please list the types of packages you will offer and the prices for the packages you will be charging your patrons/clients.

# 1 NAME OF PACKAGE___________________________________________________________
   DESCRIPTION OF THE TAILGATE____________________________________________________
   ________________________________________________________________________________
   ________________________________________________________________________________
   PRICE PER GAME FOR THIS PACKAGE $____________/GAME

# 2 NAME OF PACKAGE___________________________________________________________
   DESCRIPTION OF THE TAILGATE____________________________________________________
   ________________________________________________________________________________
   ________________________________________________________________________________
   PRICE PER GAME FOR THIS PACKAGE $____________/GAME

# 3 NAME OF PACKAGE___________________________________________________________
   DESCRIPTION OF THE TAILGATE____________________________________________________
   ________________________________________________________________________________
   ________________________________________________________________________________
   PRICE PER GAME FOR THIS PACKAGE $____________/GAME

# 4 NAME OF PACKAGE___________________________________________________________
   DESCRIPTION OF THE TAILGATE____________________________________________________
   ________________________________________________________________________________
   ________________________________________________________________________________
   PRICE PER GAME FOR THIS PACKAGE $____________/GAME

Attach additional sheets if needed.
PART E: PAYMENT

I (Name of Person Responsible for bid request) _______________________________ representing (Company Name) _______________________________ will pay The University of Alabama a flat fee for each game for the opportunity to solicit patrons to “fill” the designated area and collect fees from these patrons for the tailgating packages and services provided on “The Quad” at The University of Alabama in the manner described in this bid request.

- Proposed Payment to The University of Alabama per game $__________________/game. (Minimum bid $21,000/game)

- Would your company, in addition to the above price per game, consider a payment from the percentage of sales (amenities, space, tent, etc.) per game? YES _____ NO _____

  If yes, what percentage would you offer per game_______%?

Note: Seasons typically consist of 7 or 8 games

PART F: SCHEDULE

Even though the 2013 schedule has not been determined will you be able to meet the scheduled requirements? YES _____ NO _____

PART G: SET UP/BREAKDOWN TIME

The University will allow the vendor to set-up tents prior to the set-up period allowed for the general public. Set-up can begin as early as 6:00 a.m. with completion no later than 5:00 p.m. on the day before the football game. Take down needs to be completed by 10:00 a.m. the day after the game, as determined by UA game schedule.

Can your company provide this set-up/breakdown schedule? YES _____ NO _____

PART H: UA CUSTOMERS:

Is it clear The University of Alabama currently has 164 customers which will need to be “grandfathered in” to the vendor’s setup at $895.00 (season package) for a 20’x35’ space, to include one (1) 10’x10’ tent and one (1) parking pass. As the customers in this group of 164 do not renew their package, the tailgate space will then be available to the vendor to solicit. New customers as solicited by the vendor will not get a parking pass and it is planned that eventually as “grandfathered in” customers cease to exist the parking passes will not be offered as an amenity to any of the Quad customers. This will be in effect for the first 2 years of the contract.

YES _____ NO _____
INVITATION FOR BID

CURRENT REFERENCES for equivalent size of this job

1. Company: _____________________________ Contact Name: ________________________
   Address: __________________________________________________________
   __________________________________________________________
   Phone #: _______________________ E-mail: ______________________

2. Company: _____________________________ Contact Name: ________________________
   Address: __________________________________________________________
   __________________________________________________________
   Phone #: _______________________ E-mail: ______________________

3. Company: _____________________________ Contact Name: ________________________
   Address: __________________________________________________________
   __________________________________________________________
   Phone #: _______________________ E-mail: ______________________
INVITATION FOR BID

Golf Cart/Utility Vehicle Operations

1.) Introduction – Purpose & Scope

This policy provides guidelines for the operation of electric or gas-powered carts, golf carts and/or similar type vehicles (carts) on University of Alabama Tuscaloosa campus properties, including traveling to/from campus locations that may be separated by property owned by others or require travel on public roadways to reach the desired campus location. This policy establishes proper safety procedures and practices, which will promote safe operations and provide our students, faculty, staff, alumni and visitors a safe environment.

The purpose of this policy is to define when carts may be used, which includes, but may not be limited to:

- Transportation of persons with physical disabilities
- Transportation of items long distances that are too large/bulky to be carried by hand
- Transportation of University guests or VIPs
- Emergency response
- Provide access to areas where a licensed vehicle may have difficulty navigating
- To avoid damage to sidewalks, landscaping or other property that may occur with traditional licensed road-use vehicles

2.) Policy

All members of the University of Alabama at Tuscaloosa community are governed by this policy to include students, staff, faculty and contractor/vendors. All operators of carts must meet the following criteria before operating a cart owned, leased, rented or borrowed by the University of Alabama:

- Possess a valid U.S. driver’s license and be at least 21 years of age. Approved operators shall immediately notify their supervisor if and when their driver’s license is suspended or revoked.
- Have knowledge and comply with the State of Alabama motor vehicle laws.
- The operator must provide authorization for Risk Management to obtain a motor vehicle report (MVR) prior to operating a University vehicle. The University’s insurance company will review the MVR of the individual and accept or reject the driver based on criteria established by the underwriter. Approval to operate a cart is the same as any licensed vehicle
- Successfully complete a Cart Safety Training Program, including signing an acknowledgement to confirm training participation, which is available on the Risk Management section of the University’s website.

Any failure to adhere to this policy, including following all motor vehicle laws and safe driving practices may result in appropriate disciplinary action or suspension/revocation of the cart drivers’ privileges. This includes common safe practices and courteous operations knowing the carts will be operated where pedestrian, bicycle and vehicle traffic is common.

For use on public roads, all carts acquired after the effective date of this policy must meet the National Highway Safety and Traffic Administration (NHSTA) Standard 500 (49CFR Part 571.500), which is applicable to low-speed vehicles. The Standard 500 requires the cart be equipped with certain features including, but not limited to:

- Headlights (2)
- Front/rear turn signals
- Rear stoplights/ tail lamps
- Reflectors/reflective tape - 360 degree visibility
- Mirrors - rear view driver side and either a passenger side rear view or interior rear view
- Parking Brake
- Windshield - DOT AS-1 or AS-4 identification
- Vehicle Identification Number – 17 Digit
- Seat Belts – Either Type 1 (lap belt) or Type 2 (lap and shoulder harness)
- Certification Label – To indicate the Gross Vehicle Weight Rating (GVWR) not to exceed 1,361kg. or 3,000 lbs.
- In addition to the items listed above, certain safety equipment such as flashing hazard lights, a strobe/beacon light, doors and steering wheel locks may be specified by the University.
The minimum safety equipment/design specification on all non-Standard 500 carts must include:

- No fewer than four wheels touching the ground/roadway at all times.
- All original equipment must be in good working order.
- The cart must be equipped with a “Slow Moving Vehicle” sign clearly visible from the front and rear.
- The rear must have a reflective triangle, including trailers attached to a cart.
- If operated after dusk and before dawn, headlights, taillights and brake lights (2 of each).
- A yellow or amber flashing light(s) visible from 360 degrees shall operate while the vehicle is in motion.
- A horn with an activation button/switch within reach of the driver.
- The vehicle must have an ignition/on-off key to prevent unauthorized use.
- Parking-brake with adequate strength to hold the cart at least a 15 degree angle.
- An audible (at least 80 decibels at 10 feet) back-up alarm when placed in reverse.

In the event a non-Standard 500 cart does not have the equipment listed above, the equipment shall be installed within 90 days following the effective date of this policy or within 90 day after purchase of any new carts.

Carts meeting Standard 500 criteria may operate on University roadways and other public roads connecting the campus. The operators must adhere to posted speed limits and operate within established traffic laws. However, the operation of Standard 500 carts is limited to public roads with a speed limit of 35 miles per hour or less. All other carts are prohibited from use on the public roadways except when crossing from one side to another or where no sidewalk exists.

During certain special events (e.g., game day) and in preparation for certain events, the use of carts on public roads may become necessary to transport equipment, guests and other items/activities necessary for the event from various points on campus and areas adjoining the campus. In these situations, the carts must make every attempt to operate on streets that have been closed for the event or are restricted to control or reduce the general flow of traffic. If possible, the carts should be operated behind traffic barricades or cones to stay clear of routes of travel used by traditional vehicles. In these situations, extra caution should be used.
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: | | View/Edit |
|--------------|----------------|
| Company ID Number: | |
| Doing Business As (DBA): | |
| Name: | |
| DUNS Number: | |

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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