

REQUEST FOR PROPOSAL AND SPECIFICATIONS

FOR

Housing Management Software Solution

**THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
HUNTSVILLE, ALABAMA 35899**

PROPOSALS TO BE RECEIVED AT THE OFFICE OF:

**PROCUREMENT SERVICES
BUSINESS SERVICES BUILDING
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
301 SPARKMAN DRIVE
HUNTSVILLE, ALABAMA 35899**

(256)824-6674

UNIVERSITY OF ALABAMA IN HUNTSVILLE
Request for Proposals (P0056) – Housing Management Software Solution

Introduction

This Request for Proposal (RFP) specifies the expected minimum level of service required. Proposals submitted by Contractor must respond to all proposal instructions and, at a minimum, respond to all of the requirements, specifications, terms, conditions, and provisions hereinafter contained in the RFP.

An original and four copies of sealed proposals will be received in Procurement Services, Business Services Building, 301 Sparkman Drive, Huntsville, Alabama, 35899 until 2:00 PM on February 9, 2010. Each proposal submitted will be stamped with the time and date of the receipt. Any proposal received after 2:00 PM will not be considered for an award of a contract.

Questions: Any questions concerning this RFP should be submitted via email to Terence Haley at haley.t@uah.edu (subject: Housing Management Software Solution Proposal). Written replies of general significance will be forwarded to all vendors invited under this request.

In the event that it becomes necessary to revise this RFP, in whole or in part, an addendum will be provided to all Contractors submitting proposals.

Scope of Proposal

- The University of Alabama in Huntsville is seeking a vendor for the implementation of a Housing Management Software package.

Terms and Conditions

The University of Alabama in Huntsville reserves the following rights: to accept or reject any bid; to reject all bids; to waive any formalities or irregularities contained in a bid that do not comply with the terms and conditions of the invitation to bid, any modifications to the invitation to bid, or any specification; to select the bid and/or items that in the sole and absolute discretion of the University of Alabama in Huntsville are in the University's best interest whether or not the bid selected is the lowest monetary bid received.

This RFP in no manner obligates the University to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed in written agreement, and may be terminated by the University without penalty or obligation at any time prior to the signing of the agreement or purchase order.

Expenses for developing and presenting proposals shall be the entire responsibility of the Vendor and shall not be chargeable to the University. All supporting documentation and manuals with this proposal will become the property of the University.

Vendor proposals will be evaluated by the University Procurement Department and University Housing. If there are portions of any proposal the University finds unacceptable or otherwise in need of clarification or revision, the University reserves the right to negotiate with any or all Vendors.

After notification of acceptance of proposal and the signing of a resultant agreement and/or purchase order, the successful vendor will be expected to take all necessary steps to establish and be in a position to provide implementation services for the Housing Management software. Note that acceptance of any bid is contingent upon the vendor's successful execution of a contract/agreement on terms that are acceptable to the University.

No changes shall be made, nor invoices for extra changes, alteration, modifications, deviations and extra orders be recognized or paid except upon a written change order from the University. The University will not authorize payment of changes, alterations, modification, and deviations, etc. that are a result of vendor error.

The University is a public institution and all of its employees and public officers must conduct all university affairs solely to promote the best interests of the University rather than a personal interest. Consistent with this concept, the University has a conflict of interest policy that prohibits employees and public officers from having a personal financial interest in transactions with the University unless certain disclosure requirements are met. The policy also prohibits employees and public officers from accepting gifts from entities with which the University engages in commercial transactions. Any violation of said policy or State laws governing the conduct of public officers and public employees shall be grounds for termination of this agreement.

The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, creed, color, national origin, age, religion, sex orientation, marital status, veteran status or handicap protected by law.

The Vendor represents and warrants that no one acting for or on its behalf on Owner's property appears on the Michigan Public Sex Offender Registry or has ever been convicted of a felony, criminal sex offense, forcible assault or a crime against a minor.

The University of Alabama in Huntsville requires that all vendors, sub-contractors and service providers adhere to all federal and state environmental, health and safety regulations and local fire and building code ordinances when performing any work on The University of Alabama in Huntsville property or delivering any service to the University. The University reserves the right to suspend any work or delivery that violates any federal or state regulation or local ordinance until further notice.

Insurance Requirements

The successful vendor will obtain and maintain throughout the Term an e-commerce insurance policy applicable to the Services (the "Policy"). The Policy must include errors and omissions third party financial damage coverage in amounts not less than Three Million Dollars (\$3,000,000.00) and insure third party personal injury liability in limits not less than One Million Dollars (\$1,000,000.00). The University must be named as additional insured on the Policy and the Policy must contain a provision that the Policy cannot be cancelled without ninety (90) calendar days written notice of cancellation to the University. The Policy may not exclude liability assumed under a contractual arrangement.

Execution of Offer

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFP documents and contained herein.
2. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
3. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract, which may result from the submission of this proposal.
4. Addenda Checklist

Receipt is hereby acknowledged of the following addenda to this RFP. (Initial if applicable)

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____

Submitted By:

(Company Name)

(Authorized Signature)

(Printed Name/Title)

(Date)

(Street Address, City, State, Zip Code)

(Telephone Number/Fax Number)

(Email Address)

Administrative Info Sheet

Pricing shall be submitted utilizing the following schedule:

1. Base System (as outlined in the RFP)
2. Additional Modules
3. Licensing requirements
4. Interface options
5. Implementation costs
6. Training Costs – list separately as follows:
 - On-site test environment – live operation
 - On-site test environment – real data
 - On-site assistance – initial go-live
7. Additional service options
8. Reimbursable expenses
9. Annual maintenance fees

Submit a copy of your standard Contract & Terms and Conditions with your RFP.

Statement of Work/Technical Specifications

General Requirements:

1. Successful management of housing assignments for undergraduate students, families and graduate students, guests and conference groups. Describe how your software can accommodate these assorted assignments. Give an example of a successful implementation.
2. Installation to include data conversion of existing systems. The system must be able to integrate Real-time with SunGard Banner, Blackboard and other formats deemed essential by the University's Information Technology Services (ITS). Please describe, in detail, a successful integration with a SunGard Banner school.
3. Easily expandable with new modules and technology to allow for internal growth, please indicate innovations with new technology that the vendor has developed in recent years.
4. Incorporate flexible security user access levels with multiple groups of users with varying access to the system.
5. Provide customized fields unique to the university and the department of university housing. These customizable views must be viewable in reporting.
6. Provide for a wide variety of student profile information with ease of usability.
7. Provide for comprehensive audit trails of critical changes to records and transactions.
8. Provide administrator utility that allows for maintaining of key software/system configuration.
9. Administration setup report generator feature to allow fast and easy customizable reports on software/system configuration such as rooms, profiles, accounts, rate codes and more.
10. Comprehensive roommate matching profile for roommate selection and compatibility.
11. Mail merge through Microsoft Office – (see "Room Assignment" - item 10, "Incident Reporting" – item 5 and "Reporting & Mail Merge" – item 3 for proposed uses).
12. Ability to manually enter application data.
13. A single point of contact for all residence management needs.
14. Timely and responsive technical support. University Housing and the University Information Technology Services (ITS) concerns will be addressed within 24 business hours. Please describe methods for addressing current University issues.
15. Personalized, knowledgeable and comprehensive account management. Staff that understand the institution and departments' needs.

For the following modules state any additional software and/or training requirements and/or cost.

Online Applications & Student Self Service Tools:

1. Expandable and scalable online application management software/system that is configured by vendor and does not require ITS or other technical resources from institution.
2. Housing Portal that allows a central point for multiple online application processes for new applicants, returning residents and other special apartments (such as graduate or family housing).
3. Online application must be customizable by vendor to match look and feel of institution website, making it seamless for applicants.
4. Roommate search and message tools online using user definable profile questions.
5. Real-time room selection for new residents search for new room according to customizable business rules on room eligibility returning residents to keep their own room or search for new rooms that they are eligible.
6. Integrated lottery management to allow random time slot generation for online room selection.
7. Automatic email confirmations.
8. Automatic duplicate record detection.
9. Ability to manage Wait Lists online.
10. Room allocation status displayed for each applicant.
16. Electronic Signature – describe implementation process utilized in a college or university where you have successfully installed your software.

Room Assignment & Management:

1. Automatic Room Assignment tool that can bulk assign rooms using matching attributes such as room preferences, gender, personal profiles (such as personality types, non smokers, learning community preferences). This must include ability to perform detailed reporting that allows for review before finalizing the allocation process.
2. Ability to bulk re-allocate returning residents according to their previous room/bed.
3. Manual room selection and assignment functions.
4. Ability to display current status of all rooms available (occupancy).
5. Maintains a resident's history of room assignments, viewable from one window.
6. Ability to quickly modify booking details for room changes.
7. Fast check-in and check-out features for individuals or in bulk.
8. Easy configuration of user defined room types and locations.
9. Display booking history for any selected room(s).
10. Mail Merge/Email functionality must allow users to send correspondence in Bulk (with user defined list) or to individuals as required.

Room Maintenance & Housekeeping:

Please describe the software/system capability in performing the following task:

1. User friendly wizard to bulk add or modify jobs.
2. User defined maintenance categories and items.
3. Work order job form printing capabilities.
4. Reporting of current status of rooms availability.
5. Report generation of all maintenance work orders including user definable criteria.
6. Track and log preventive maintenance.
7. Close off rooms for maintenance/housekeeping.
8. Mobile device compatibility for room maintenance.
9. Explain capabilities to send an automated email at point of student -receipt and completion of work.

Incident Reporting & Management:

Please describe the software/system capability in performing the following tasks:

1. User friendly wizard to add incidents including user-defined types and categories (e.g. Judicial, medical etc), persons involved, involvement type (victim, witness etc), Comments, location and more.
2. Ability to track multiple violations.
3. Multiple user access and entry points.
4. Track follow-up actions (user defined action types) simultaneously against persons Involved.
5. Integrated with Mail Merge & Email for sending out follow up letters or emails.
6. Comprehensive reporting of incidents.
7. Notes area for keeping details.
8. Web Module with different access levels to allow:
 - Full access to incidents for Residence Life Staff
 - Restricted Add/Modify incidents for Student and other identifiable users
9. Ability to provide witness statement access capabilities.

Reporting & Mail Merge

1. Ability to provide reporting without the use of 3rd party products.
2. Ability to provide standard reports that can be quickly selected and customized by the users.
3. Mail merge direct from software to offer letters and correspondence.

Technical & Integration Requirements:

1. Describe the technology required: server architecture, operating system, database, Web server, application development tools, security strategy, login authentication strategy, etc.
2. Student's authentication for login to this system will use the university LDAP directory.
3. If this is a hosted solution, please describe hosting arrangements.

Software Support, Maintenance, Enhancements and Warranty:

1. Provide the ability to contact technical & user support teams via toll free telephone Hotline, Web Online Job Logging, Email or Fax.
2. Provide support during institution time zone standard business hours, not in the time zone of the vendor office.
3. Do you offer different priority levels of emergency response, for example, for critical outages vs. for minor emergencies?
4. Please describe company warranty
5. Software updates to be remotely installed by vendor to minimize IT administration of the software/system and vendor to ensure software/system is verified and operational after update.

Other Software

1. Although not interested at time of RFP, vendor should explain any future developments under review.
2. Provide pricing for the following add-on modules as separate line items:
 - Conference Event Module
 - Electronic Key Management Module
 - Parking Management Module

Vendor Profile, Experience and Qualifications

1. A complete description of the duration and extent of your company's experience, competence and reliability in handling similar projects.
2. Demonstrated success in implementing the proposed software at no less than five client sites whose functional/technical requirements are comparable with those called out in the RFP.
3. Provide 3 SunGard Banner © reference sites including:
 - Site Name
 - Contact Name & Title
 - Email & Phone Contact Details
 - Date Implemented
4. If your company has had a contract terminated for default or has been replaced by another vendor in the last five (5) years, describe such incident. Submit full details for the default and reasons for being replaced, including the other parties' name, address, and phone number. Present the Vendor's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience. If your company has experienced no such termination for default or replacement in the past five (5) years, so indicate.
5. Please provide information on your company's commitment to annual user conferences and/or user advisory boards.
6. Please identify if subcontractors are to be used in any portion of your software or services provided and if so in what capacity.

Project Implementation Services

1. Taking into account the Scope of Work described in this RFP and your company's experience with similar implementations, please describe the stages of work, types and amounts of resources, and other elements that would be needed to implement the proposed solution in the most cost-effective and efficient way.
2. Describe how you will provide services or product asked for in the scope of work
3. Describe how your firm will manage the project
4. The successful vendor must assume responsibility for the installation, implementation, maintenance, and initial adjustment(s) of all vendor supplied software and services in the proposal.
5. The successful vendor must contractually commit to have the standard software and services installed and operationally ready within 90 days of the written order. Provide an implementation timeline in RFP.
6. The software/system must be provided with complete user documentation of each function with easy to follow step by step guides.
7. The successful vendor must provide onsite training with the test environment and onsite assistance during the live operation of the software/system. On-site training must be provided on a test environment that contains our real data from existing software/systems and is configured similar to the final production software/system, so users can follow real-case scenarios in training.
8. The Installation must include data conversion of existing room configuration and current resident data.
9. The successful vendor must provide onsite assistance during the initial Go-live operation of the software/system.

Proposal Content

RESPONDENTS ARE INSTRUCTED TO COMPLETE, SIGN (IF REQUIRED), AND RETURN THE FOLLOWING DOCUMENTS IN THE FOLLOWING ORDER AS THEIR PROPOSAL SUBMITTAL. FAILURE TO RETURN THESE DOCUMENTS MAY SUBJECT YOUR PROPOSAL TO DISQUALIFICATION.

1. Response to Statement of Work/Technical Specifications
2. Response to Vendor Profile, Experience & Qualifications
3. Signed and Completed Execution of Offer
4. Information regarding 5 comparable client sites that experienced successful implementation of proposed software solution.
5. 3 SunGard Banner reference sites with contact information
6. Standard Contract and Terms and Conditions
7. Additional/Miscellaneous Information

Evaluation Criteria for Award

Outlines the criteria that will be used to evaluate the various proposals.

1. Respondents' demonstrated experience performing the requested services for institutions of similar size. (20%)
2. Stages of work, types and amounts of resources, and other elements required to implement the proposed solution. (10%)
3. Review of solutions as provided in RFP for requirements as listed in the SOW (10%)
****A software presentation may be requested****
4. Projected timeline to perform all facets of the implementation process (15%)
5. Proposed staffing for implementation and continued technical support (10%)
6. Software Support, Maintenance, Enhancements and Warranty (15%)
7. Price (20%)

Proposal Preparation

Proposals shall be signed by an authorized representative of the Vendor. All information requested must be submitted. Failure to comply will result in rejection of the proposal.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor(s) capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be completeness and clarity of content.

Each copy of the proposal should be bound in a single volume. All documentation submitted with the proposal should be bound in or attached to that single document. (original & four copies)

Mail documents to:
Procurement Services/Proposal P0056
Business Services Building
The University of Alabama in Huntsville
301 Sparkman Drive
Huntsville, Alabama 35899

General Terms and Conditions for This Contract

Access to Facilities

The Contractor and its employees or agents shall have the right to use only those facilities of the University that are necessary to its performance of services under this Contract and shall have no right of access to any other facilities of the University. Sidewalks, entrances, passageways, stairways, and corridors shall not be obstructed by the Contractor or used for any purpose other than ingress and egress to and from the University's premises under the Contractor's control.

Applicable Law

This Contract, and all matters or issues collateral to it, shall be governed by and construed in accordance with the laws of the State of Alabama.

Vendor represents and warrants that all article and services covered by this proposal meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this proposal.

The vendor agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to this Contract, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, handicap or disability. The equal opportunity clause required under Executive Order 11246 date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964" and regulations issued there under are made a part of this Contract by reference.

Assignment

No contract may be assigned; sublet or transferred without the written consent of the University.

Award of Contract

The vendor deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the cost and submittal information. Post proposal negotiations may be conducted with any or all vendors including an on-site visit. After evaluations are complete, an award will be made within a ten (10) day period after proposals have been opened. The University shall select and notify that vendor which has in the University's opinion made the best proposal and award the contract.

To determine the overall best proposal, the University will utilize an evaluation tool known as the Evaluation Criteria. Each proposal received will be graded for their response to the proposal requirements, and given a numerical score based on the maximum assigned value. These scores will be combined and considered the numerical value of your response. The proposal with the highest numerical value will be considered the overall best response, and assuming all other requirements are met, will be awarded the contract.

The University reserves the right to request additional information to determine the responsibility of the apparent successful contractor relative to its ability to comply with the terms and conditions of this Request for Proposals.

Modifications, additions or changes to the terms and conditions of this solicitation may be a cause for rejection of your proposal; however, UAH reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

Proposals are evaluated and award decisions are made in the best overall interest of The University of Alabama in Huntsville. The University reserves the right to reject any and all proposals in whole or in part and to waive any informality in the proposal.

The successful vendor will be required to execute a purchase order agreement in conformance with the provisions of this Request for Proposals. During the period of the agreement, no changes will be permitted in any of the conditions and specifications unless the vendor receives written approval from the University.

After the opening of this proposal, the results will not be available to vendors until after an award is made. Tabulations can be reviewed by accessing Procurement Services website at <http://www.uah.edu/admin/bussvcs/bidawards.htm>. Scroll down to appropriate bid information.

Bonds:

Bid Bond:

Proposals must be accompanied by a certified or cashiers check or bid bond in the amount not less than five percent (5%) of base proposal or not to exceed \$10,000.00.

Certification Pursuant To Act No. 2006-557

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

Claims

Any alleged claim against UAHuntsville for breach of this Contract or any other liability must be submitted to the Board of Adjustment of the State of Alabama, the exclusive means provided by the law of the State of Alabama for bringing a claim against a state agency.

Compliance with Law

With respect to all activities carried out under this Contract and/or on UAHuntsville premises, The Contractor shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over such activities.

Consent

Wherever in this Contract the consent or approval of a party is required or permitted, such consent or approval shall be in writing and shall be executed by an officer or agent of the party duly authorized to take such action. If a party fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

Conduct on Premises

- (a) The Contractor agrees that all persons working for and on behalf of it whose duties bring them upon the University's premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University's officers.
- (b) The Contractor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damage to property located on University premises caused by its employees and agents. Accordingly, the Contractor shall promptly repair, to the specifications of the University's Director of Building Maintenance and Construction, any damage that it, or its employees or agents may cause to the University's premises or equipment. On the Contractor's failure to do so, the University may repair such damage and the Contractor shall reimburse the University promptly for the cost of repair.
- (c) The Contractor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Contractor will immediately notify University officials and thereafter furnish a full written report of such accident.

Contract Cancellation

If the vendor fails to fulfill its contract obligations, the University may give the vendor written notice of its failure to perform, and if the vendor fails to correct the default within five (5) days, the University, by written notice, may terminate the contract after an additional five (5) days.

Codes and Standards

The successful vendor must perform all work under the current codes and standards that are applicable, such as, but not limited to: American Standards Association, National Bureau of Standards, Americans with Disabilities Act, American National Standards Institute, etc. and any federal and local codes and ordinances.

Default of Contractor

Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

Disclosure Statement

Vendors are required to file with Purchasing Services a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed and included in proposal response.

Encumbrances

The Contractor shall at all times keep UAHuntsville free and clear from all encumbrances and liens asserted against or on account of it or its employees and/or agents, by any person, firm, or corporation for any reason whatsoever. If any such lien shall at any time be filed against UAHuntsville's premises, and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the UAHuntsville may, but shall not be obligated to, discharge the same. All costs and expenses (including attorney's fees) incurred by UAHuntsville in discharging the lien

shall either be deducted from any payments due the Contractor or be paid by the Contractor directly to UAHUNTSVILLE.

Ethics Certification

The Contractor hereby certifies that its entering into or performance of this Contract will not violate any provision of the Alabama Ethics Act.

Fiscal Funding Clause

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Force Majeure

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

Hold Harmless Clause

The vendor agrees to indemnify and hold harmless the University, its trustees, officers, agents, employees, successors, and/or assigns from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death), damage to property, and/or other injury or damage arising out of or as a consequence of the Vendor's acts or omissions in performing under this Contract, its presence on the University's premises, or the existence of this Contract or any matter related hereto. This indemnification agreement shall include all costs, including reasonable attorney's fees and court costs, incurred by the University in connection with the defense against any such claim of liability.

Insurance Obligations Including Worker's Compensation and Comprehensive General Liability

The vendor shall maintain in force at all times during the term of this Agreement, with responsible insurance carriers, the following insurance: (a) workmen's compensation insurance, to the extent coverage is required by law for the Contractor, in the amount of the statutory limits; (b) public liability insurance in the amount of \$1 million; and (c) automobile liability insurance, if the use of an automobile by the Vendor is involved in or related to its performance under this contract. The vendor shall provide a Certificate of Insurance to the University with respect to one (1) or more of the foregoing coverage's. The University shall be made an additional insured on any of such policies of insurance.

The successful bidder will be responsible for all insurance and benefit regulations covering the employees engaged in this project. The successful bidder shall file, with Procurement Services of the University of Alabama in Huntsville, in duplicate, a certificate or certificates issued by a company licensed to transact business within the state of Alabama, stating that policies are maintained providing the insurance protection described below. The policy must be filed within 10 working days of verbal notification by The University of Alabama in Huntsville of intent to issue a purchase order. Each policy must contain a requirement that

in the event of change or cancellation, written notice be sent by mail to Purchasing Services of the University, referencing the bid number, within ten (10) days and each must contain a provision waiving any rights of subrogation against the University of Alabama in Huntsville, which might arise by reason of payment under the policies. The coverage must meet the following requirements:

The amounts of such insurance shall not be less than the following:

A. Workmen's Compensation and Employer's Liability:	\$ statutory
B. Comprehensive General Liability Insurance:	
General Aggregate:	\$ 2,000,000
Products Completed Operations Aggregate:	\$ 2,000,000
Personal and Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000
C. Automobile and Truck Liability, Bodily Injury and Property Damage:	\$ statutory

Interest of Contractor

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

Loss of Contractor's Property

The University shall have no responsibility for the loss, theft, or mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the Contractor or its employees or agents.

Non-Collusion

Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the proposals of such vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request for proposal.

Notices

Any notice required under this Contract shall be in writing and shall be given by certified mail, return receipt requested, addressed as follows: if to UAHuntsville, to the attention of the department representative, The University of Alabama in Huntsville, Huntsville, Alabama 35899; if to the Contractor, to the address shown on the Contract for Professional Service. The name and address to which mailings shall be made may be changed from time to time by a notice mailed as set forth above.

Ownership of Material

Ownership of all data, material, and documentation originated and prepared for the University pursuant to the Request for Proposal shall belong exclusively to the University.

Permits, Licenses, Taxes and Certificate of Authority

The vendor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and it shall post or display in a prominent place such permits and/or notices as are required by law. The vendor must include with their proposal a certification of authority to conduct business in the State of Alabama. The vendor shall be responsible for and pay when due any and all taxes and assessments arising

out of the operation including, but not limited to, payroll taxes (including all deductions of employees) and income taxes. The vendor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

Public Record

All proposals become a matter of public record at proposal award. The University accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.

Rejection of Proposals

The University reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals at its sole discretion.

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

- Failure of a proposal to conform to the essential requirements of the solicitation.
- A proposal imposing conditions which would modify the terms and conditions of the solicitation, or limit the Contractor's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Contractor to sign Proposal Form in the designated signature location.
- Any proposal determined by the University to be unreasonable as to commission and/or guarantee.
- Proposals received that are determined to be from Contractors who are not responsible.

Technicalities or minor irregularities in a Contractor's proposal which may be waived, when the University determines that it will be in the University's best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this Request for Proposals and having a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Contractors. The University may either give a Contractor an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to the University to do so.

Remedies

All parties' remedies and rights contained in this Contract shall be cumulative and shall not be in limitation of any other right or remedy which the parties may have.

Representation and Warranties

The Contractor covenants that all action required on its part has been taken to authorize and empower it to enter into and perform this Contract and that it has and will continue to have throughout the term of this Contract the full right to perform its obligations hereunder. The Contractor further represents that there are no prior or existing contractual commitments that would prevent it from entering into this Contract or from conducting the activities and carrying out the duties and obligations provided for hereunder.

Revisions to the Request for Proposal

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, written revisions will be posted by Procurement Services on our website at <http://www.uah.edu/admin/bussvcs/bids.htm>. Scroll down and click on the proposal number.

The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

Survival of Terms

All covenants, representations, and warranties of the Contractor contained in this Contract shall survive the termination or expiration of this Contract whenever necessary to carry out the reasonably intended purpose thereof.

Unenforceable Provision

If any provision of this Contract, as applied to any party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this contract or the validity or enforceability of the Contract as a whole.

University Name – Limitations on Use

The vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of the University's Vice President for Finance and Administration. However, the vendor shall be allowed to include the University on its routine client list for matters of reference.

Waiver

The failure of any party to assert a right hereunder or to insist upon compliance with any term or condition of this Contract shall not constitute a waiver of that right, term, or condition nor excuse a similar subsequent failure to perform any such term or condition.

Warranty Period

Include a copy of your materials warranty; clearly state the length of the warranty for both labor and materials.

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

Please indicate your company classification by circling the appropriate initial: Small Business (**SB**), a Small Disadvantaged Business (**SD**), a Black Small Disadvantaged Business (**BD**), a Woman-Owned Small Business (**WB**), a Woman-Owned Small Disadvantaged Business (**WD**), a Black Woman-Owned Small Disadvantaged Business (**BW**), a Large Business (**LB**), an Individual (**IN**), Educational (**ED**), Non-Profit (**NP**), a Labor Surplus Area Concern (**LS**), Disabled Veteran-Owned Small Business (**DV**), Veteran-Owned Small Business (**VS**), Historically Underutilized Business Zone (**UZ**), or a Governmental Agency (**GV**).

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

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

Certification Pursuant To Act No. 2006-557

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

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

EMAIL ADDRESS

SIGNATURE

DATE

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

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

The University of Alabama in Huntsville will not accept faxed bids.

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

**DISCLOSURE STATEMENT OF
RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND
EMPLOYEES/OFFICIALS OF UA/UAB/UAHuntsville/UAS
(THE "UNIVERSITY OF ALABAMA SYSTEM")**

1. Contract #_Proposal P0056_____
2. Name of Contractor/Grantee _____
Address _____

Phone _____
3. Nature of contract/grant _____
Software_____
4. Does the contractor/grantee have any relationship with an 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/grant? If so, please state the names, relationships, and nature of the benefit.

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

Certification Pursuant To Act No. 2006-557

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

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

Date

This form must be completed and returned before any contract(s) will be issued by the University.