



UNIVERSITY *of*
MONTEVALLO

REQUEST FOR PROPOSAL
Vending Services

PROPOSAL DUE DATE: JUNE 20, 2022
PROPOSAL DUE TIME: 3:00 P.M. CST

Susan F. Hayes
CFO/Treasurer
University of Montevallo
Calkins Hall, Station 6012
Montevallo, Alabama 35115
(205) 665-6012



UNIVERSITY *of*
MONTEVALLO

SCHEDULE OF KEY EVENTS



May 27, 2022	RFP Issued
June 20, 2022	3:00 pm Proposal due *No proposals will be accepted via email or after the proposal due date/time.
June 27, 2022	Award Announcement
July 1, 2022	Contract Begins

The University of Montevallo reserves the right to change the RFP schedule. Should this happen, an addenda will be sent, as well as posted on our website.

If an emergency or unanticipated event interrupts normal University processes to cause the postponement of the scheduled proposal opening or the issuance of an addenda, the University Representative will issue, in writing, to all interested vendors, the new timeline and process.

SUBMIT PROPOSALS TO:

B.J. Posey
Calkins Hall, Station 6012
University of Montevallo
Montevallo, Alabama 35115

OUTLINE OF REQUEST FOR PROPOSAL



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DEFINITIONS

Except as otherwise specifically provided, definitions are set forth as follows:

Montevallo/University— Refers to the University of Montevallo

Request for Proposal (RFP) - Refers to the document named University of Montevallo's Request for Proposal

Bidder/Vendor – Refers to the firm that is interested in and/or responds to the RFP

Bid/RFP - Refers to all documents that the Vendors must submit to the University of Montevallo Representative prior to the deadline

RFP Deadline - Refers to the time and date indicated in the RFP as the latest date and time that a RFP will be accepted.

Contract – Refers to the final agreement reached between the awarded vendors and the University.

Contractor - The term Contractor shall mean the awarded Vendor performing the services as outlined in the Contract.

Subcontractor — The term Subcontractor shall mean any individual, company, or corporation to whom the Contractor assigns any part of the Contract.

UNIVERSITY INFORMATION



The University of Montevallo is a small state liberal arts university with an enrollment of approximately 2500 undergraduate and 500 graduate students. Of that number, approximately 1100 live on-campus and another 800 to 1000 live in the city of Montevallo. UM retains many of the components and traditional objectives of the undergraduate liberal arts college.

Famous for its red brick streets and paths, the 160-acre main campus has more than 40 buildings surrounded by lawns, groves, and flower beds. The central portion of the campus is a National Historic District with two antebellum structures, including the 1823 Edmund King House. The Olmstead Brothers -- landscape architects famous for designing New York's Central Park, Atlanta's Ponce de Leon Avenue parks, and the grounds of the Biltmore Estate near Asheville, North Carolina -- also developed the first plan for the Montevallo campus. Their basic design ideas are still followed.

The University of Montevallo educates the student as a whole person. We believe that a great deal of education and other important social and physical development takes place outside of the classroom.

The University is committed to forming a partnership with a provider who truly understands the small college campus marketplace, who has demonstrated an outstanding level of service and performance, and who has sufficient resources, financial stability and experience. It is essential that the requested services be of the highest quality possible and that the program be managed with maximum sensitivity to the needs and concerns of our students, faculty and staff.

SERVICE EXPECTATIONS



The University shall enter into an exclusive contract with an experienced, responsible, qualified vendor to furnish and service automatic vending machines to dispense canned and 20 oz. bottled soft drinks, chips, pastry, candy, fresh foods.

Vendor shall provide first class service to customers and maintain good public relations. Vendor shall be capable of efficiently handling the needs of the University, and shall provide good quality products.

Food and drink vending play an important role in the daily activities of UM students, faculty and staff. The importance is not limited to nutrition and health but also offers opportunities for socialization and relaxation.

It is essential that the UM vending program be of the highest quality possible and that the program be managed with the maximum sensitivity to the needs and concerns of our students, faculty and staff. It is also important that professional, corporate support be available in a contractual relationship.

FACILITIES



UM currently has nine student residence halls, each with vending machines. There are vending machines throughout the academic and administrative buildings however, a campus survey is requested to ensure our campus' vending needs are properly addressed.

The vendor should identify and include any and all upgrades necessary to bring the system to an acceptable state.

OPERATING RESPONSIBILITIES



The following requirements represent a minimum level of service expected by the University. These requirements, in no way, restrict the Vendor from proposing additional services.

1. **Vendor Responsibilities**
 - A. The successful Vendor will be required to provide all occupied residential housing facilities with vending machines. Certain areas within Administrative and academic buildings will be assessed for placement of vending machines. University reserves the right to add, move or remove a machine from proposed location. Requests to remove unprofitable machines must be submitted in writing, and approved by the University.
 - B. The Vendor agrees to furnish and install all equipment necessary to provide services described herein.
 - a. Machines should have cash/coin/swipe payment options. Vendor should disclose possible integrations with current flex point payment plan.
 - b. Machine placement plan should be included with proposal to disclose placement of machines and machine types. Healthy options, combo machines, energy efficient, etc. are highly encouraged.

- c. Proposal must include proposed price sheet for machine contents.
- C. The successful Vendor shall install all units in operating conditions within seven (7) working days following effective date of contract. All equipment provided must be, new or like-new, of sturdy construction. Vendor must provide trained, qualified repairmen available on call seven (7) days a week, at any hour, for emergencies.
- D. The Vendor is responsible for providing both preventive maintenance and repairs to equipment. Preventive maintenance on each piece of equipment shall be conducted weekly during each semester and shall include a basic check of the equipment, to indicate possible need for repair or replacement. Repairs shall be performed on an "as needed" basis. Routine maintenance should also include restocking as necessary and checking expiration dates of inventory.
- E. The Vendor shall schedule a time which shall be mutually agreeable to both parties for maintenance and repairs of equipment. Repairs must be made within 3 days from time of report. "Out of service" time limit is 3 days per machine.
- F. The vendor's proposal shall include a maintenance/out of service reporting system that allows for electronic tracking of maintenance, ease of reporting, single service point of contact, and a completion notification. Instructions for reporting an issue should be clearly noted on each machine.
- G. Vendor must propose a workable system for the refund of money lost in in the machines. All refunds are at the expense of the vendor.
- H. The Vendor shall be responsible for the repair or replacement cost of any damage to University property or personal property on University premises caused by the Vendor's employees during the installation, operation, maintenance and/or removal of equipment. Clean up and repair of all damage shall be accomplished at vendor's expense in a manner acceptable to the University.
- I. Vendor shall provide a monthly usage report by machine to monitor machine usage, maintenance issues, downtimes, etc.
- J. Vendor shall keep separate and distinct records on each vending machine. Payment to the University will include accounting that indicates the total sales (by number of units were applicable) and the commission paid for each machine operated. Records of the Vendor will be subject to inspection by a designated representative of the University. The University reserves the privilege of accompanying the representative of the successful bidder on his calls to service the vending machines.

- K. The University shall be compensated based on a percentage of gross receipts at retail or consumer prices. Gross receipts shall be defined as total collections from vending machines less refunds. It should be noted that although the commission rate is a very important factor in awarding the contract, the University reserves the right to select the vendor who in University's opinion is best qualified on the basis of past experience to provide the required service, all factors considered.
- L. The Vendor is responsible for reporting, in writing within seventy-two (72) hours of the occurrence, damage to University property or personal property on University premises. Failure to make report to the Purchasing & Contracts Office or designee of the occurrence, within the specified time, may be cause for termination of this contract.
- M. The Vendor is responsible for reimbursing the University for the loss of any assets which can be attributed to access by Vendor's employees.
- N. The Vendor will be responsible for all taxes, permit fees, business licenses, etc. which may be necessary or required by city or county ordinance and/or state statute and will pay all sales and excise taxes associated with sales revenue.
- O. The service personnel of the Vendor shall at all times be dressed in clean uniforms and will observe all regulations in effect while on University property.
- P. The Vendor's personnel assigned to the University shall be bonded at the Vendor's expense.
- Q. The University will not tolerate theft of any property of the University, its students or its employees. If the Vendor's employee is found to have stolen such property, the Vendor shall not allow that employee to return to campus.
- R. All access cards and/or keys to the buildings will be furnished by the Director of Housing and Residence Life to the Vendor's designated representative. All cards or keys remain the property of the University of Montevallo and shall not be duplicated by the Vendor or its employees. Loss of a card or key shall be immediately reported to the Director. Costs associated with rekeying resulting from such loss by the vendor will be the vendor's responsibility.

2. **University Responsibilities**

- A. The University will provide adequate space and electrical outlets for vending machines.
- B. The University agrees that the Vendor shall have normal unrestricted right of egress and ingress to the equipment. Service to the residence halls will be made during

open visitation hours for the halls.

- C. The University will furnish the Vendor with any necessary identification required for entrance to or exit from University property for the purpose of service calls.
- D. The University will have no responsibility for damage to equipment. The University, however, will use reasonable precaution to protect the Vendor's equipment.
- E. All wrappings, boxes, etc., which are necessary to dispense vended products into machines shall be removed by the vendor from the University's properties and not deposited in any trash facility on University's premises.

ATHLETIC DEPARTMENT COMMITMENTS



The following requirements represent a minimum level of commitment expected by the University Athletic Department. These requirements, in no way, restrict the Vendor from proposing additional incentives.

- A. Vendor shall provide coolers, carts, towels, cups, sports drinks and/or powder, and water bottles for athletic training.
- B. Vendor shall provide the ability to purchase products at a discounted resale rate for athletic concessions.
- C. Vendor shall provide scoreboard maintenance, repair, replacement and additions as department deems necessary (additions to be evaluated as new sports and/or facilities are added).
- D. Vendor shall provide sports drinks and/or powder and bottled water for teams and special events, upon request.
- E. Vendor shall respond with proposals regarding possible scoreboard additions/enhancements as follows:
 - a. Full color LED video display board in arena (9'Hx15.75'W 6mm, 264x480 pixel matrix) with two 9'Hx4'W non-illuminated signs on both ends and decorative arch truss above (used for sporting events, graduation, preview day, etc.)
 - b. Updated softball scoreboard with runs, hits and errors column

- c. Additional matching arena scoreboards with individual points and fouls
- d. Additional video boards at softball, baseball, soccer, and lacrosse

PLAN OF OPERATION



A written statement to be submitted with the proposal indicating the firm's understanding of the University of Montevallo's requirements as outlined herein and the firm's plan of operation in meeting these requirements. A written narrative plan of operation stating how the Vendor intends to meet the requirements of the RFP must be attached to each proposal submitted. The plan must be in sufficient detail to permit evaluation by the University, and should include the following:

- A. Plan for campus wide vending services and machine placement.
- B. Procedures for reporting outages, repair and service schedules and response time.
- C. Methods and procedures for operating facilities and maintaining current levels of service.
- D. Clarity of management reports.
- E. Unique marketing plan for enhancing student satisfaction and revenue enhancement.
- F. Overall ability to improve the quality of life for students.

Organizational Experience and Capabilities

- A. Description of general background, experience, and qualifications of the vendor should be furnished.
- B. Company's profile, financial stability and personnel qualifications.
- C. Capacity to provide assistance in short and long range planning of facilities and services. Describe the sources, scope, and type of special additional

personnel, if any, available to provide complimentary consulting services to local staff and University administration.

- D. Capacity for development and implementation of cost saving programs with examples of previous successful programs.

PERSONNEL



- A. Employee Policies. Contractor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures must be available for review by the University.
- B. Equal Opportunity and Affirmative Action. The University is committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status.
- C. Conduct. Contractor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the University.

FACILITY & EQUIPMENT REQUIREMENTS



- A. The Vendor will ensure that the premises and equipment in the performance of this contract will comply with all the applicable building, sanitation, safety and health laws, ordinances, rules and regulations, including the federal Occupational Safety and Health Act of 1970 or applicable state act and the standards promulgated thereunder. The Vendor shall take reasonable and proper care of University facilities and grounds.
- B. Special care should be taken to prevent damage to any part of buildings and equipment. The vendor will be required to keep facilities and equipment used by the Vendor in proper condition and replace all loss, damage, and breakage due to negligence of the Vendor's employees and, at the expiration of the Contract, must surrender same to the University in as good a condition as said facilities and equipment were at the commencement of the agreement, ordinary wear and tear or damage by act of God excepted.

- C. The vendor shall be responsible for the repair or replacement cost of any damage to University property or personal property on University premises caused by the Vendor's employees.

The Vendor is responsible for reporting, in writing within seventy-two (72) hours on the occurrence, damage to University property or personal property on University premises. Failure to make report to the CFO/Treasurer or designee of the occurrence, within the specified time, may be cause for termination of this contract.

The Vendor is responsible for reimbursing the University for the loss of any assets which can be attributed to access by Vendor's employee.

- D. No University-owned equipment shall be removed from the premises for any purpose other than repair, except by the University with the prior approval of the CFO/Treasurer. Such equipment remains the property of the University and will be removed and disposed of in accordance with established University procedures.
- E. Throughout the contract period, or any extension thereof, the Vendor shall be responsible for the maintenance, adjustment, and repair any University-owned equipment furnished for the Vendor's use.
- F. The University will provide all necessary facilities for the use of the Vendor.
- G. The University will provide adequate parking space for the Vendor's employees. The Vendor's employees must park in the area designated by the University and will be issued a special parking permit for this area.

SECURITY & SAFETY



- A. The Vendor is responsible for training employees in the security requirements for the University and is responsible for enforcing the security rules as they apply to all employees.
- B. All keys to buildings, if applicable, will be furnished by the Chief of the University Police to the Vendor's designated representative. All keys remain the property of the University of Montevallo and shall not be duplicated by the Vendor or its employees. The vendor must complete key issuance forms and follow all applicable guidelines.

- C. The University reserves the right to require the vendor to obtain criminal history checks on any or all of the Vendor's employees. The proposal should state normal hiring procedures.
- D. Should any employee of the Vendor lose assigned keys, the Vendor will be charged for all associated costs required to re-key the buildings in its entirety, or any area controlled by the lost keys. The University reserves the right to select the locks and locksmith for re-keying the facility and the Vendor shall be assessed the cost.
- E. The Vendor will ensure that its employees do not bring any guns, knives, or other dangerous weapons on the University premises.
- F. No illegal drugs or other prohibited substances are allowed on University premises. Alcohol consumption or possession is not allowed on public University premises. Smoking is allowed only in designated spaces. The vendor will adhere to drug free workplace requirements.
- G. The Vendor shall ensure that its employees follow all University fire, safety, and security procedures are followed by its employees.
- H. The Vendor must provide documentation to demonstrate that all its employees understand procedures for handling biological hazards, if applicable.
- I. The Vendor shall ensure that proper personal safety equipment is used by all its employees when required. This includes but is not limited to gloves, goggles, shoes, and back braces. The vendor shall provide these.
- J. The Vendor shall comply and enforce all University requirements in regards to COVID-19.

FINANCIAL TERMS & CONDITIONS



- A. Capital Improvements: Proposals should include any capital improvements vendors are willing to make. Visual renderings, if necessary, should be included as part of your proposal.
- B. Cash Incentive: Proposals should include any cash incentives or signing bonuses payable to the University, if applicable.

- C. The vendor agrees to keep accurate and correct records of all transactions of all monies it receives in connection with vending operations and make available to the University or its agent the Vendor's books of account and records, and other desired information pertaining to the account at a time agreeable to both parties. Such records shall be retained and available for five years following the termination of the contract.
- D. AUDIT: The Vendor hereby agrees to retain all books, records, and other documents relative to the contract for five (5) years after final payment. The University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- E. Please describe any additional incentives your company would be willing to offer. These offers may include a rebate to the University based on total dollars spent in a fiscal year period, a signing bonus offered at inception of contract, sponsorship of a scholarship at the University or any other incentive plan you wish to propose.

INSURANCE & PERFORMANCE BOND



The successful vendor shall file with the Business Affairs Office, prior to commencing work, an appropriate certificate(s) of insurance, in duplicate, evidencing compliance with the insurance requirements contained in the proposal specifications.

Additional Insured: The certificate of insurance shall name the University of Montevallo as an additional insured under the required requirements of these specifications.

Insurance Requirement: The successful vendor who provides products and services to the University of Montevallo shall obtain and keep in force, at vendor's expense, during the terms of the resulting contract:

- a. Comprehensive General Bodily Injury and Property Damage Liability insurance in the combined single limit of not less than one Million Dollars (\$1,000,000), including but not limited to coverage for Personal Injury Liability and Property Damage Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of contractor under this agreement.
- b. Automobile liability insurance in the minimum limits of \$1,000,000 combined single limit injury to, or death of, any

one person, for each accident or occurrence.

- c. Personal property insurance for replacement cost covering damage to University property during the installation, operation, maintenance and/or removal of equipment. University will be an additional insured under contractor's property insurance.
- d. Workers Compensation Insurance including employer's liability coverage.
- e. Employee Dishonesty Bond (Blanket) at \$100,000 minimum limit.

Vendor shall furnish the University with Certificate(s) of Insurance from companies authorized to do business in the state of Alabama evidencing such insurance to be in effect.

The certificate of insurance shall state that the Vendor agrees to waive subrogation against the University of Montevallo, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance, including the deductible portions thereof. Certificates of insurance shall evidence the waivers of subrogation.

Vendor shall notify the University of any cancellation, change or non-renewal of such policies within thirty days of such action. Such action shall provide the University with cause to terminate the contract.

The successful Vendor shall deliver to the Business Affairs Office an executed Performance Bond with approved surety payable to the University of Montevallo and in the amount at least equal to 100 percent of the accepted proposal as guarantee for the faithful performance of the contract. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact business in the State of Alabama. No contract shall be deemed to be effect until the bond has been approved by the Business Affairs Office. The performance bond will cover the life of the contract and must be delivered to the Business Affairs Office fifteen days prior to commencing operations.

ADDITIONAL REQUIREMENTS



1. Past three years audited annual financial report of the company, proving sufficient information to determine financial stability. If available, please also furnish the company's

Dun and Bradstreet Vendor Number.

2. List of 15 current college or university client accounts: to include contact name, telephone number and length of service at the account, as well as name and telephone number of the Chief Business Officer
3. List of lost accounts: to include contact name and telephone number, length of service at the account, and reason for loss (last five years), as well as name and telephone number of the Chief Business Officer.
4. A company organizational chart.
5. Transition plan to insure a smooth transition and uninterrupted services as it relates to our timeline.
6. A company employee benefit plan.
7. By submitting a proposal, the vendor agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive. Failure to examine any drawings, specifications and instructions will be at vendor's risk.
8. Proposals are to be prepared simply and in a manner designed to provide the University with a straightforward presentation of the contractor's capability to satisfy the requirements of this RFP.
 - a. Should any vendor find discrepancies in, or omission from, the specifications, or be in doubt as to their meaning, the vendor shall notify the Purchasing Office at once and obtain a clarification prior to submitting a proposal. Interpretations which change the terms, conditions or specifications will be made in the form of an addendum to this request for proposals. If issued, the addendum will be sent promptly to all parties to whom the request for proposals has been issued. Receipt by a Vendor of an amendment to this RFP must be acknowledged by email within forty-eight (48) hours of receipt. The acknowledgement should be addressed to B.J. Posey at bposey@montevallo.edu.
9. Vendors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.
10. Any explanation desired by a vendor regarding the meaning or interpretation of the RFP, attachments, specifications, etc., must be requested in writing. Any information given to a vendor concerning the RFP will be furnished to all vendors as an addendum to the RFP, if

such information is necessary to vendors in submitting offers on the RFP, or if the lack of such information would be prejudicial to uninformed vendors.

11. After award of the contract, all proposals will be open for public inspection. Trade secrets, test data, financial data, and similar proprietary information will, to the extent provided by law, remain confidential, provided such material is so marked. However, net cost information will not be considered confidential.
12. The Vendor must bear all costs associated with the preparation and submission of the proposal and of any visit to the University.
13. Vendors must, upon request of the University, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this RFP. The Vendor must satisfy the University that he is able to meet the conditions of the agreement without subletting the service in whole or in part.
 - a. In addition, the University of Montevallo may make such reasonable investigations as deemed proper and necessary to determine the ability of the vendor to perform the work, and the Vendor shall furnish to the University of Montevallo all such information and data for this purpose as may be requested. The University reserves the right to inspect the Vendor's physical plant prior to award to satisfy questions regarding the vendor capabilities. The University of Montevallo further reserves the right to reject any offer if the evidence submitted by, or investigations of, such vendor fails to satisfy the University that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
14. Each Vendor shall fully acquaint himself with conditions relating to scope and restrictions attending the execution of the work under this RFP. The failure or omission of a vendor to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this RFP or to the contract.
15. Proposals submitted prior to the RFP opening date will be held in the Purchasing office. No proposals will be opened prior to the opening date.
16. A contract shall be awarded to the Vendor whose proposal is determined to be most advantageous to the University. The University is not bound and will not accept any proposal based on price alone, but will make an award based on the evaluation factors set forth herein. The University further reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offer, to accept any item in any proposal. The University will be the sole judge as to whether the Vendor's proposal has or has not satisfactorily met the requirements of this RFP.
17. Vendors are cautioned that the University is not obligated to ask for, or accept after the closing

date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. The University may award a contract based on initial proposals received without the discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable and complete operating and technical terms possible.

18. At the assigned date, sealed RFP's are publicly opened and recorded. The file becomes public record after the proposal has been thoroughly evaluated and the award determined. The file may be reviewed at the Business Affairs Office.
19. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, all vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged. Each Vendor shall accompany his proposal with a sworn statement that he has not been party to such an agreement.
20. In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the University shall be final and binding on both parties.
21. In comparing the RFP's and awarding the contract, the University may consider such factors as relative quality and adaptability of supplies or services, the vendors' financial responsibility, skill, experience, record of integrity, marketing and customer service plans, the time of delivery or performance offered, information gained from reference checks, interviews of Vendor's personnel and management, and any other element or factor in addition to that of the proposal price which would affect the final cost to the University and whether the Vendor had complied with the specifications.
22. Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendor will in no way be a cause for relief from responsibility.
23. In submitting a proposal, the Vendor agrees not to use the results there from as a part of any commercial advertising.
24. When awarded, this quotation is subject to provisions of Title 7 of the Civil Rights Act of 1964 and parts II, III, and IV of the Executive Order 11246, dated September 4, 1965. In connection with the execution of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, gender, veteran status, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without

regard to their race, religion, color, gender, age, national origin, veteran status or disability. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and all other terms and conditions of employment.

25. The vendor agrees that he will not discriminate against any employee or applicant because of physical or mental disabilities, as required by federal law-Rehab. Act. Public Law 93-112 of 9/26/73; Affirmative Action Clause, Section 741.3; and Americans with Disabilities Act, Public Law 101-336, 7/26/90.
26. The University of Montevallo is an Affirmative Action Employer. The University does not discriminate on the basis of gender in the education programs and activities which it will operate, pursuant to the requirements of Title IX of the Education Amendments of 1972, Pub. Law 92-318. The University conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor.
 - a. Affirmative action clauses and supporting regulations are incorporated by reference. 41 C.F.R. Sections 60-250.22, 60-741.22.
27. The University reserves the right to reject all or any part of your proposal and to award the contract to other than the low vendor.
28. Failure to provide the requested information may be grounds of rejection of your proposal.
29. Please state your federal ID Number on your proposal.
30. All prices and notations must be printed in ink or type written. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing RFP.
31. It shall be the Vendor's responsibility to insure that its employees are legally qualified to engage in work in the United States and that the Vendor's employment practices are in full compliance with prevailing laws, including applicable regulations of the Immigration and Naturalization Service.
32. The Vendor shall comply with all OSHA regulations pertaining to the health and welfare of its employees, especially those employees who may have on occasion to clean up blood and body fluid spills.

CODE OF CONDUCT & FAIR COMPETITION



It is the responsibility of the vendors to notify the University of Montevallo Representatives in writing of any possible conflict of interest as set forth below. The University will investigate the matter and determine if an actual conflict of interest exists.

A conflict of interest arises when a University employee, officer or agent involved in the RFP process or contract has a financial or any other interest in a vendor. If a conflict of interest exists, the vendors may not submit a Bid.

University employees, officers and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from vendors, contractors, or parties to sub-agreements. Any such actions must be reported to the University representatives immediately.

The University reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendors. The University's determination regarding any questions of conflict of interest shall be final. By submitting their proposals, all vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other vendors, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Each vendor shall accompany his proposal with a sworn statement that he has not been party to such an agreement.

COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS



1. When awarded, this quotation is subject to provisions of Title 7 of the Civil Rights Act of 1964 and parts II, III, and IV of the Executive Order 11246, dated September 4, 1965. In connection with the execution of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, gender, veteran status, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, gender, age, national origin, veteran status or disability.

Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and all other terms and conditions of employment.

2. The vendor agrees that he will not discriminate against any employee or applicant because of physical or mental disabilities, as required by federal law-Rehab. Act. Public Law 93-112 of 9/26/73; Affirmative Action Clause, Section 741.3; and Americans with Disabilities Act, Public Law 101-336, 7/26/90.
3. The University of Montevallo is an EEOC/Affirmative Action Employer. The University does not discriminate on the basis of gender in the education programs and activities which it will operate, pursuant to the requirements of Title IX of the Education Amendments of 1972, Pub. Law 92-318. The University conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affirmative action clauses and supporting regulations are incorporated by reference. 41 C.F.R. Sections 60-250.22, 60-741.22.
4. Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendors will in no way be a cause for relief from responsibility. This shall include obtaining all appropriate licenses and permits necessary, if applicable.
5. It shall be the vendor's responsibility to ensure that its employees are legally qualified to engage in work in the United States and that the Vendor's employment practices are in full compliance with prevailing laws, including applicable regulations of the Immigration and Naturalization Service.
6. The vendors shall comply with all OSHA regulations pertaining to the health and welfare of its employees, especially those employees who may have on occasion to clean up blood and body fluid spills.
7. The vendor shall provide all federal, state and local licenses and permits necessary at the time this contract is executed, covering the service the Contractor provides to the University. The vendor shall pay all applicable permits, licenses, excise and retail sales and other taxes and all fees for approvals and renewals thereof required; give all notices; and comply with all laws, ordinances, rules, and regulations of the City of Montevallo, Shelby County, and the State of Alabama.
8. The University is exempt from Federal Excise Taxes and is also exempt from Alabama State and local sales or use taxes. All costs associated with the Contract must be stated in U.S currency.
9. The University will not enter into any contract which contains a clause limiting its remedies against any party. Any exception will be only to the extent permitted by Alabama law.

10. Any contract resulting from this solicitation shall be governed in all respects by the laws of the state of Alabama and any litigation with respect thereto shall be brought in the courts of the State of Alabama. Nothing in the contract shall be construed, or interpreted, as waiving the sovereign immunity provided to the University under Section XIV of the Alabama Constitution or its Eleventh Amendment immunity provided under the U.S. Constitution. The Contractor shall comply with applicable Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Vendor will in no way be a cause for relief of responsibility.

COMPLIANCE WITH UNIVERSITY POLICY



The vendors shall ensure that all employees and contractors conduct themselves in accordance with University standards and all applicable policies while performing services on University premises or with University sponsored activities. The University reserves the right to request that any employees engaged in inappropriate behavior be asked to leave the premises for the duration of the project.

LIMITATION OF LIABILITY



1. The vendors, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University. If the Vendors uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
2. The vendors shall save and hold the University harmless from actions or claims against the University which may arise in connection with the scope of work specified herein and for sale of products or for performance or failure to perform of any service under this contract or for any/all injuries or death or property damage resulting or arising from the operation by the Vendors of any vehicles or arising or resulting on or adjacent to the University premises.
3. The University will not enter into a contract which contains a clause requiring the University to indemnify or hold harmless any party. Any exception will be limited to the terms and limits of the University's general liability insurance coverage or an Alabama Board of Adjustments ruling.
4. The University will not enter into any contract which contains a clause limiting its remedies

against any party. Any exception will be only to the extent permitted by Alabama law.

5. Notwithstanding anything in these conditions or other applicable conditions to the contrary, any provision(s) will not apply to the extent it is (they are) finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or constitution of the State of Alabama. Such determination shall not affect the validity of the remainder of the contract.
6. Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Alabama and any litigation with respect thereto shall be brought in the courts of the State of Alabama.

PREPARATION & SUBMISSION OF RFP



1. Proposal will be received for items specified herein or attached hereto under the terms and conditions of this Request for Proposal (RFP).
2. In order to be considered, four (4) copies (one original, two copies, and one copy via jump drive) of each proposal, under seal, must be delivered to:

B.J. Posey
Calkins Hall, Station 6012
University of Montevallo
Montevallo, Alabama 35115

no later than **3:00 pm C.S.T. on 6/20/22** . At this time, proposals will be opened for the sole purpose of recording the names of vendors. It is the vendors' responsibility to assure that his RFP is delivered so as to ensure timely receipt by the Purchasing Office. Proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered.

3. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, company, or corporation submitting the proposal. A corporation must indicate place and date of incorporation. A representative or distributor responding to the RFP in the name of a principal should give the name of the firm to which an order should be issued in the event of an award. The signature must be notarized.
4. Proposals must include all applicable requested information and meet all specification requirements. If significant errors are found in the proposal, or if the proposal fails materially to conform to the requirements of the RFP, the proposal will be rejected. Erasures or other

changes must be initiated by the person signing the proposal.

5. Proposals are to be valid for at least 120 days following the closing date for this RFP. This period may be extended by written mutual agreement between vendors and the University of Montevallo.
6. Proposals are to be prepared simply and in a manner designed to provide the University with a straightforward presentation of the contractor's capability to satisfy the requirements of this RFP.
 - a. Should any vendors find discrepancies in, or omission from, the specifications, or be in doubt as to their meaning, the vendors shall notify the Financial Manager at once and obtain a clarification prior to submitting a proposal. Interpretations which change the terms, conditions or specifications will be made in the form of an addendum to this request for proposal. If issued, the addendum will be sent promptly to all parties to whom the request for proposals has been issued. Receipt by a Vendor of an amendment to this RFP must be acknowledged by email within forty-eight (48) hours of receipt. The acknowledgement should be addressed to Jenny Ceesay at vceesay@montevallo.edu.
7. Vendors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.
8. Any explanation desired by a vendor regarding the meaning or interpretation of the RFP, attachments, specifications, etc., must be requested in writing. Any information given to a vendor concerning the RFP will be furnished to all vendors as an addendum to the RFP, if such information is necessary to vendors in submitting offers on the RFP, or if the lack of such information would be prejudicial to uninformed vendors.
9. After award of the contract, all proposals will be open for public inspection. Trade secrets, test data, financial data, and similar proprietary information will, to the extent provided by law, remain confidential, provided such material is so marked. However, net cost information will not be considered confidential.
10. The Vendors must bear all costs associated with the preparation and submission of the proposal and of any visit to the University.
11. Vendors must, upon request of the University, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this RFP. The Vendors must satisfy the University that they are able to meet the conditions of the agreement without subletting the service in whole or in part.

- a. In addition, the University of Montevallo may make such reasonable investigations as deemed proper and necessary to determine the ability of the vendors to perform the work, and the Vendors shall furnish to the University of Montevallo all such information and data for this purpose as may be requested.
12. Each Vendor shall fully acquaint himself with conditions relating to scope and restrictions attending the execution of the work under this RFP. The failure or omission of a vendor to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this RFP or to the contract.
13. Proposals submitted prior to the RFP opening date will be held. No proposals will be opened prior to the opening date.
14. A contract shall be awarded to the Vendors whose proposal is determined to be most advantageous to the University. The University is not bound and will not accept any proposal based on price alone, but will make an award based on the evaluation factors set forth herein. The University further reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offer, to accept any item in any proposal. The University will be the sole judge as to whether the Vendor's proposal has or has not satisfactorily met the requirements of this RFP.
15. Prior to the deadline, a submitted bid may be withdrawn by written notice to the University Representative. Written requests to withdraw must be signed by an authorized person on behalf of the Vendors and shall not reveal the amount of the bid. A withdrawn bid may be resubmitted prior to the deadline. All resubmitted bids must fully comply with the RFP. The University will only consider the latest version of the bid.
16. Vendors are cautioned that the University is not obligated to ask for, or accept after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. The University may award a contract based on initial proposals received without the discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable and complete operating and technical terms possible.
17. At the assigned date, sealed RFP's are publicly opened and recorded. The file becomes public record after the proposal has been thoroughly evaluated and the award determined. The file may be reviewed at the Purchasing Office.
18. In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the University shall be final and binding on both parties.
19. In comparing the RFP's and awarding the contract, the University may consider such factors as relative quality and adaptability of supplies or services, the vendors' financial responsibility, skill, experience, record of integrity, marketing and customer service plans, the time of

delivery or performance offered, information gained from reference checks, interviews of Vendor's personnel and management, and any other element or factor in addition to that of the proposal price which would affect the final cost to the University and whether the Vendors had complied with the specifications.

20. In submitting a proposal, the Vendor agrees not to use the results as a part of any commercial advertising.
21. The University reserves the right to reject all or any part of your proposal and award the contract to someone other than the lowest vendor.
22. All prices and notations must be printed in ink or type written. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing RFP.
23. By submitting a proposal, the vendor agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive. Failure to examine any drawings, specifications and instructions will be at vendor's risk.
24. All vendors must complete a State of Alabama Disclosure, which is included in the document, and return it with their RFP. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, at least 1% interest in the vendor's firm or any of its branches. Proposals by University employees will only be accepted in accordance with Alabama Code 36-25-11.

EVALUATION & AWARD



A contract shall be awarded to the Vendors whose proposal is determined to be most advantageous to the University. The University is not bound and will not accept any proposal based on price alone, but will make an award based on the evaluation factors set forth herein. The University further reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offer, to accept any item in any proposal. The University will be the sole judge as to whether the Vendor's proposal has or has not satisfactorily met the requirements of this RFP.

In awarding the Contract, the University will consider a number of factors in combination in evaluating the proposals submitted. Factors will include, but not be limited to the following, which are not listed in order of importance:

- a. Contractor's record of performance and service in higher education and K-12 institutions in relation to services requested.
- b. Contractor's conformance to RFP's specifications, requirements, terms, conditions, and provision.
- c. Contractor's response to University's objectives.
- d. Contractor's pricing and refund policies.
- e. Service aspects of Contractor's proposal.
- f. Personnel aspects of Contractor's proposal.
- g. Review of recommendations with respect to Contractor's operations at other similar universities and colleges.
- h. Extent of Contractor's size, credit standing, financial record, stability, and management
- i. Commission and financial incentive return to the University.
- j. Customer relations in existing contracts.

Failure to provide any of the requested information may be grounds of rejection of your proposal.

The University of Montevallo will issue an Award Letter once a selection has been made. All materials submitted in response to this RFP become the property of the University. Selection or rejection of a response does not affect this right.

The University reserves the right to make an award without further discussion of the Bids submitted; there may be no best and final offer procedure. Interviews and negotiations may be conducted with one or more of the Bidders, but there shall be no obligation to receive further information from any Bidder. Therefore each initial offer should contain the Bidder's best terms from a cost or price, service, and technical standpoint.

The University may consult references familiar with the Bidder regarding its prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a Bid shall constitute permission for the University to make such inquiries and authorization to third parties to respond thereto.

The University may elect to initiate contract negotiations with one or more Bidders including negotiation of costs/price(s) and any other issues or terms and conditions, including modifying any requirement in the RFP. The option of whether or not to initiate contract negotiations rests solely with the University. No Bidder shall have any rights against the University arising from such negotiations. The Bidders will be responsible for their travel and per diem expenses, required for any presentations, discussions, and/or negotiations.

The University reserves the right to award multiple contracts for the products, work and/or

services that are the subject matter of this Bid and Bidder(s) are hereby given notice that they may not be the University's only Contractor or Bidder for such products, work and/or services.

As a result of the selection of a Bidder to supply products and/or services to the University, the University is neither endorsing nor suggesting that the Bidder's product or service is the best or only solution. The Bidder agrees to make no reference to the University in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the University.

SPECIFIC PROPOSAL REQUIREMENTS



BUSINESS STRUCTURE & HISTORY

1. Provide your company's name and address, and the primary RFP contact's name, phone number, e-mail address and fax number.
2. Please give a brief history of the company including the year organized, the year it began providing requested services, and the nature of the firm's ownership and specific details with regard to any affiliated companies or joint ventures.
3. Please provide the location of each of your company's offices. Indicate which office would service this account.
4. Please list your firm's lines of business.
5. Please discuss the overall business objectives of your firm with respect to future growth. Comment on any present or planned areas of emphasis over the near future.
6. Is Vendor incorporated? If so, in what state and as what type of corporation?
7. Is Vendor associated with any State contracts or Cooperative Purchasing Agreements?
8. List any business issue currently associated with Vendor that may have a significantly adverse effect on Vendors or adversely affect Vendor's ability to provide the goods or services required by this RFP.
9. List 3 of your customers using the service covered by this Bid similar in size, industry sector, and geographical presence to Montevallo. Please provide:
 - Customer name and address
 - Customer employee size
 - Contact names and telephones (business and technical)

- Brief description of the service provided
 - How long has Customer been using Vendor to provide services?
10. List information regarding 2 of your customers (must currently be operational) previously using Vendors to provide services that **no** longer is using Vendors to do so. Please provide:
- Customer names and addresses
 - Describe service provided by Vendor
 - Contact names and telephones
 - How long were these Customers using Vendor to provide the service?
 - Why did these Customers cease their business relationship with Vendors?
11. Describe other current products/services Vendors has provided to the University of Montevallo (if applicable).
12. Describe any existing or pending contracts between Vendor and the University of Montevallo.
13. What policies and procedures do you have in place to prevent any conflict of interest?
14. Describe the relevant aspects of your staffing:
- Vendor's organizational structure with a chart
 - Vendor's staffing by major division
 - How is staff allocated among Vendor's customers?
15. List the name and location of primary individual(s) who would be responsible for our account and provide brief biographies including titles, functions, academic credentials, and relevant experience. Include the role of each consultant for this assignment, the role of back-up personnel and how many clients are assigned to each person named above?

FINANCIAL INFORMATION

1. Please provide your Dun and Bradstreet (DUNS) Number, if any.
2. Please provide your current DUNS rating.
3. Please provide your Standard and Poor's rating.
4. Please describe any subcontractor relationships that would be involved in the support of any contract. Please note: The use of any subcontractor requires approval in advance.

Failure to do so may result in termination of contract.

5. Please provide a completed vendor registration packet, to be found at www.montevallo.edu.

DIVERSITY INFORMATION

It is the policy of the University of Montevallo to promote and increase the participation of minority-owned business enterprises as suppliers and second-tier providers

1. Is the ownership of Vendors (*specify all that apply*):
 - American Indian or Alaskan Native
 - Asian or Pacific Islander
 - Black (African American)
 - Hispanic
 - Non-Minority Woman
 - Woman Owned
 - Male Owned
 - Disabled Veteran Owned
 - Veteran Owned
 - Disabled Owned
 - Other (Please specify)
2. Are the vendors United States citizens?
3. Has vendor ever been certified as an Minority Business Enterprise by any agency? If so, please provide a copy of the certification.
4. Please submit vendors own diversity program and reporting system used to track expenditures by ownership category.

OTHER INFORMATION

1. How do your people, processes, and tools differentiate you from your competitors?
2. How do you propose to provide value to and vendor with the University of Montevallo?
3. Based on the information provided, please provide a fee quote for the related services. Is the fee guaranteed for a certain period of time? If so, please specify the duration.

4. Please include a sample Statement of Work for these services, including the terms and conditions on which you would work with the University.
5. Provide in detail and start up or ancillary charges that may be incurred that are not included in the fee quote.
6. Vendors must include transition plan to insure a smooth transition and uninterrupted services as it relates to the provided timeline.

TERMS & CONDITIONS OF CONTRACT



1. Both the Request for Proposal and the Vendor's response to the RFP will be incorporated by reference into the resulting contract.
2. The contractor shall be responsible for the complete performance of all the work under the contract and for the methods and means used in performing the contract. The Contractor is considered self-sufficient; therefore, he must provide all necessary personnel, material, and supplies.

The contractor shall be responsible for any damage to University property while executing any portion of the services requested.

3. In case of failure to deliver goods and services in accordance with the contract terms and conditions, the University of Montevallo, after due oral or written notice, may procure them from other sources and hold the Vendors responsible for any resulting additional purpose and administrative costs. This remedy shall be in addition to any other remedies which the University may have.
4. The supervision of the performance of this contract is vested in the Purchasing & Contracts Office. The Purchasing & Contract Manager and/or CFO is to have free access to all areas at all times for evaluating the contractor and the contractor is to afford them all necessary facilities and assistance for doing so. Designees will decide any and all questions which may arise under the contract including, but not limited to, the quality and acceptability of work.
5. The University may require changes, additions or deletions in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope. All amendments are binding only if they are approved and signed by the appropriate University authority.

6. A contract shall not be transferable nor assignable by the vendor in whole or in part without the written consent of the University of Montevallo.
7. The contractor shall be responsible for the complete performance of all the work under the contract and for the methods and means used in performing the contract. The Contractor is considered self-sufficient; therefore, he must provide all necessary personnel, material, and supplies.
8. In case of failure to deliver goods and services in accordance with the contract terms and conditions, the University of Montevallo, after due oral or written notice, may procure them from other sources and hold the Vendor responsible for any resulting additional purpose and administrative costs. This remedy shall be in addition to any other remedies which the University may have.

TERM OF CONTRACT



A separate contract will be issued upon award outlining the full terms and dates of contract.

The Contract shall be for a period of three (3) years. If it is deemed to be of mutual benefit to both parties, the University and the Contractor can mutually agree to renew the Contract annually for up to a total of ten (10) years without a requirement of a competitive solicitation. If evidence is available of financial benefit for doing so, the University may commit to a full ten (10) year agreement at bid award. Performance will be reviewed annually.

The University operates year round with classes scheduled on a semester basis. The academic calendar for 2022-2023 can be found at Montevallo.edu. The University currently observes the following holidays: Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, and two days at Thanksgiving (typically Thursday and Friday). Also, each year a certain number of days between the Fall and Spring, which include Christmas Day and New Year's Day, are declared holidays.

If the vendor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University of Montevallo may terminate the contract by written notice to the vendor. The date of termination will be determined at the sole discretion of the University. The notice shall specify the acts of omissions relied on as cause for termination.

Such acts may include, but are not limited to:

- *Vendor's failure to maintain required insurance coverage.
- * Vendor's failure to furnish a stable work force.

- * Vendor's failure to furnish competent employees.
- * Vendor's failure to perform duties specified in this agreement.
- * Failure to comply with any laws.
- * Acts of dishonesty which are attributable to the vendor or its employees.
- * Submitting false or fraudulent information.
- * Failure of vendor to perform satisfactorily under this agreement.

VENDORS ACKNOWLEDGEMENT



This proposal is in response to the University of Montevallo’s Request for Proposal for Vending Services. .

Vendor agrees to perform in accordance with all provisions of the RFP documents and any addenda thereto, except as may be specifically stated in this proposal.

Vendors agrees that this proposal is a firm offer to the University of Montevallo which cannot be withdrawn for 120 calendar days from and after the proposal due date.

Vendor certifies that it has thoroughly examined and fully understands all of the provisions of the RFP and the conditions of the contract documents attached thereto, as well as any addenda issued prior to the due date; that it has carefully reviewed and fully supports the accuracy of its proposal; has satisfied itself as to the nature and location of all work, the technical, general, and local conditions to be encountered in the performance of any work, the requirements of the contract and all other matters which may in any way affect performance or the cost thereof; and that the University of Montevallo shall not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

If awarded a contract, vendor agrees to execute the contract and deliver it to the University of Montevallo within 30 calendar days, of such award.

Authorized Signatory

Title

Company Name

Date

Company Address

Telephone Number

Federal Taxpayer I.D. Number

Email Address

DUNS Number