



PeopleSoft Managed Service Provider RFP

Alabama State University

Request for Proposal for PeopleSoft Managed Service Provider (MSP)

RFP# 4022-2024

May 02, 2024

Table of Contents

| | | |
|------|--|----|
| 1 | REQUEST FOR PROPOSAL | 4 |
| 1.1 | <i>Purpose</i> | 4 |
| 1.2 | <i>Coverage & Participation</i> | 4 |
| 2 | GENERAL INFORMATION | 4 |
| 2.1 | <i>The University</i> | 4 |
| 2.2 | <i>The Need</i> | 5 |
| 2.3 | <i>Existing Technology Environment</i> | 5 |
| 2.4 | <i>Schedule of Events</i> | 5 |
| 3 | PROPOSAL PREPARATION INSTRUCTIONS..... | 6 |
| 3.1 | <i>Vendor's Understanding of the RFP</i> | 6 |
| 3.2 | <i>Good Faith Statement</i> | 6 |
| 3.3 | <i>Communication</i> | 6 |
| 3.4 | <i>Contact Information for Questions</i> | 6 |
| 3.5 | <i>Submittal of Questions</i> | 6 |
| 3.6 | <i>Addenda</i> | 7 |
| 3.7 | <i>Confidentiality of Documents</i> | 7 |
| 3.8 | <i>Proposal Submission</i> | 8 |
| 3.9 | <i>Method of Award</i> | 8 |
| 3.10 | <i>Selection and Notification</i> | 8 |
| 4 | SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS | 9 |
| 5 | VENDOR QUALIFICATIONS & REFERENCES | 10 |
| 5.1 | <i>Mandatory Qualifications</i> | 10 |
| 5.2 | <i>Vendor Information</i> | 10 |
| 5.3 | <i>Team Structure and Key Personnel</i> | 12 |
| 6 | TERM AND PRICING | 13 |
| 6.1 | <i>Submission Instructions</i> | 13 |
| 6.2 | <i>Alternate Pricing Submissions</i> | 13 |
| 7 | ADDITIONAL TERMS & CONDITIONS..... | 14 |
| 7.1 | <i>Personal Information</i> | 14 |
| 7.2 | <i>Non-Disclosure Agreement</i> | 14 |
| 7.3 | <i>Costs</i> | 14 |
| 7.4 | <i>Respondent's Responses</i> | 14 |
| 7.5 | <i>Governing Law</i> | 14 |
| 7.6 | <i>No Liability</i> | 14 |
| 7.7 | <i>Entire RFP</i> | 14 |
| 7.8 | <i>Foreign Corporations (Out-of-State Firms)</i> | 15 |
| 7.9 | <i>Owner</i> | 15 |
| 7.10 | <i>Withdrawal</i> | 15 |
| 7.11 | <i>Contract Termination - Debarment</i> | 15 |
| 7.12 | <i>Certification of Eligibility</i> | 15 |
| 7.13 | <i>Acceptance and Payment</i> | 15 |
| 7.14 | <i>Examination of Bid Documents</i> | 15 |
| 7.15 | <i>Non-Collusion Affidavit</i> | 15 |
| 7.16 | <i>Disclosure Statement</i> | 16 |
| 7.17 | <i>Default of Contractor</i> | 16 |
| 7.18 | <i>Delivery</i> | 16 |
| 7.19 | <i>Insurance</i> | 16 |
| 7.20 | <i>Terms And Conditions for Federal Grant Funded Purchases</i> | 16 |
| | ATTACHMENT A - NON-COLLUSION AFFIDAVIT..... | 18 |
| | ATTACHMENT B – REQUIREMENTS SHEET AND RESPONSE TEMPLATE | 19 |
| | ATTACHMENT C – PRICING RESPONSE TEMPLATE | 20 |

ATTACHMENT D - VENDOR CERTIFICATION..... 21
ATTACHMENT E – CURRENT TECHNICAL ENVIRONMENT 22

1 Request for Proposal

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply a PeopleSoft Managed Service Provider (MSP) to Alabama State University. The RFP provides vendors with the relevant organizational, operational, service and performance, system, and architectural requirements of services to be managed.

1.2 Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of all departments at Alabama State University along with any satellite offices. Alabama State University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

2 General Information

2.1 The University

Alabama State University was founded in 1867, in Marion, Ala., as a school for African-Americans. The school started as the Lincoln Normal School with \$500 raised by nine formerly enslaved men now known as the Marion Nine, making ASU one of the nation's oldest institutions of higher education founded for black Americans.

Today, Alabama State University, located in Montgomery, Ala., is a widely respected, world-class institution of higher learning that welcomes students of all races. We offer more than 60 undergraduate and graduate degree programs, from our historic teacher education program to a list of high-demand programs such as the Doctorate in Physical Therapy, the Ph.D. in microbiology, the Master of Accountancy, the Master's in Social Work and the Bachelor of Fine Arts in dance.

The students who attend ASU are as diverse as our academic offerings, with students from more than 41 states and 21 countries seeking a top-notch education that extends far beyond the walls of a classroom. With a 20 to 1 student-faculty ratio, students receive the personal attention, mentoring, encouragement and knowledge needed to achieve their dreams.

At ASU, we know that what happens outside the classroom is an essential part of the college experience. Our students enjoy a vibrant campus community where they build lifelong friendships and find a wide variety of social, cultural and sporting events. We have more than 50 clubs and organizations, including fraternities and sororities, and 18 intercollegiate sports.

Our location in Montgomery, Alabama, the birthplace of the modern civil rights movement, offers students the unique opportunity to live, learn and grow in a city rich with culture and history. In fact, some of the most notable figures of the civil rights era – including the Rev. Ralph David Abernathy, attorney Fred Gray, the Rev. Fred Shuttlesworth and the Rev. Frederick D. Reese – are counted among ASU's many distinguished alumni. Today, we also are proud to count among our alumni notable figures such as rapper 2 Chainz (Tauheed Epps); Broadway stars Bonita Hamilton Ceasar and Brandon McCall (Lion King); Peabody Award winner, actor/director Timothy Ware Hill; legendary football coach Woody McCorvey; international rugby star Phaidra Knight; noted neuroscientist Dr. Farah Lubin; and the late Archbishop of the Catholic Church, Joseph Lawson Howze.

Our 154-year history is a legacy of perseverance, progress and promise. We're proud of our legacy, and we welcome students to dream, to share their unique gifts and talents, and to take pride in knowing they are part of a rich tradition.

2.2 The Need

The University currently runs a PeopleSoft ERP solution centered in PeopleSoft Campus Solutions. This solution is currently hosted by a Service Provider whose responsibilities include technical maintenance and operations, but not functional support. As this contract comes to its conclusion the University is taking the opportunity to procure additional services and support that better encompass our needs, specifically for functional and end-user support.

Current pain points that this RFP are intended to address, include but are not limited to:

- Limited end-user or functional support or reach-back.
- Lack of University-specific end user or process documentation that help staff perform their jobs.
- Need for an improved and Mobile-responsive user experience via Fluid.
- Need for a sustainable model for continuous improvement in alignment to the OTS Strategic Plan.

To address these, this RFP intends to procure the services included within this RFP.

2.3 Existing Technology Environment

The current technology environment, hosted in Amazon Web Services, is described in Attachment E, Technology Environment.

2.4 Schedule of Events

The following is a tentative schedule that will apply to this RFP but may change in accordance with the organization's needs or unforeseen circumstances.

| | |
|-----------------------------------|------------------------|
| Issuance of RFP | May 02, 2024 |
| Technical Questions/Inquiries Due | May 15, 2024 15:00 CST |
| RFP Closes | May 29, 2024 15:00 CST |
| Complete Initial Evaluation | June 14, 2024 |
| Down-select Vendor Presentations | June 24, 2024 |
| Final Award Notification | July 12, 2024 |

3 Proposal Preparation Instructions

3.1 Vendor's Understanding of the RFP

In responding to this RFP, the vendor fully accepts the responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Alabama State University as necessary to gain such understanding. Alabama State University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, Alabama State University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of the award if an award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Alabama State University.

3.2 Good Faith Statement

All information provided by Alabama State University in this RFP is offered in good faith. Individual items are subject to change at any time. Alabama State University makes no certification that any item is without error. Alabama State University is not responsible or liable for any use of the information or for any claims asserted therefrom.

3.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

3.4 Contact Information for Questions

Any information provided by Alabama State University to any Vendor prior to the release of this Invitation to Bid, verbally or in writing, is considered preliminary and is not binding on Alabama State University. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the bid proposal to or with any employee of Alabama State University from the date of issuance of this Invitation to Bid until the contract award has been announced, unless allowed by Alabama State University Procurement Department in writing for the purpose of clarification or evaluation. No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor. Every request for such interpretation or correction should be in writing, addressed to:

Alex Uretsky, Info-Tech Research Group, auretsky@infotech.com.
Mark Hellbusch, Info-Tech Research Group, mhellbusch@infotech.com.

On behalf of:

Sonya Satterfield
Assistant VP of Technology
Alabama State University
915 S. Jackson Street Montgomery, AL 36104.

3.5 Submittal of Questions

Alex Uretsky, Info-Tech Research Group and Mark Hellbusch, Info-Tech Research Group will administer the solicitation process on behalf of Alabama State University and will be the points of contact for purposes of this Invitation to Bid. All questions and inquiries should be emailed to auretsky@infotech.com, Cc: mhellbusch@infotech.com.

In case Alabama State University finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of

written addenda to the Invitation to Bid which will be emailed, faxed or mailed to all prospective Vendors at the respective addresses furnished for such purpose.

3.6 Addenda

All addenda will become part of this Invitation to Bid and must be responded to by each Vendor. All addenda must be acknowledged in writing in the bid submitted by the Vendor. This Invitation to Bid, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

3.7 Confidentiality of Documents

Alabama State University considers all information, documentation and other materials requested to be submitted in response to this invitation to be of a non-confidential and/or nonproprietary nature and therefore shall be subject to public disclosure.

Applicable terms and conditions herein shall govern communications and inquiries between Alabama State University and vendors as they relate to this RFP.

Informal Communications shall include, but are not limited to: requests from/to vendors or vendors' representatives in any capacity, to/from any Alabama State University employee or representative of any kind or capacity with the exception of Staneshia Thomas for information, comments, speculation, etc.

Inquiries for clarifications and information that will not require addenda may be submitted verbally to the party named above at any time.

Formal Communications shall include, but are not limited to:

- Questions concerning this RFP: Questions must be submitted in writing and be received prior to May 15, 2024 15:00 CST.
- Errors and omissions in this RFP and enhancements: Vendors shall bring to Alabama State University any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to Alabama State University any enhancements that might be in the best interests of Alabama State University. These recommendations must be submitted in writing and be received prior to May 15, 2024 15:00 CST.
- Inquiries about technical interpretations must be submitted in writing and be received prior to May 15, 2024 15:00 CST.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

Addenda: Alabama State University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) business days of the Q&A submission deadline of May 15, 2024 15:00 CST.

3.8 Proposal Submission

Proposals must be delivered via electronic mail to Staneshia Thomas, Acquisitions Manager, Procurement Department, at sthomas@alasu.edu on or prior to May 29, 2024 15:00 CST. Alabama State University shall not accept proposals received by other means. It is the respondent's responsibility to ensure sufficient time for transmittal by the required time.

Vendor submissions should include:

- Technical response to include answers to the questions in this RFP
- Anti-Collusion Affidavit
- Requirements Response (mandatory template provided)
- Pricing Response (mandatory template provided)

3.9 Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, and competitiveness. Vendors who do not meet the Mandatory Requirements shall not be evaluated.

Evaluation Criteria:

1. **Understanding and Addressing the Need:** Demonstrated ability to meet or exceed requirements set forth in the RFP requirements as supported by an understanding of the University's environment and common challenges.
2. **Profile and Past Performance:** Vendor capability, thought leadership and prior work with similar institutions and environments that reflect the University's near-term and long-term needs.
3. **Team and Program Delivery Model:** Named personnel experience and qualifications, linkage to Past Performance and how those resources address the University's overall needs.
4. **Cost:** Total Cost of Ownership and Rate Card.

3.10 Selection and Notification

A limited number of vendors determined by Alabama State University to possess the capability and capacity to compete for this contract will be down-selected to move into the Presentation phase of this process. Written notification will be sent to these vendors via e-mail.

4 Scope of Work, Specifications & Requirements

The high-level scope of this RFP includes:

| Service Area | High-Level Scope | |
|---------------------------------|---|--|
| Hosting & Technical Maintenance | <ul style="list-style-type: none"> • Cloud Hosting & Automation • Disaster Recovery Planning | <ul style="list-style-type: none"> • System Configuration Management • Security & Compliance |
| PeopleSoft Operational Support | <ul style="list-style-type: none"> • Interface Operational Support • Defect Management | <ul style="list-style-type: none"> • Ongoing Security Monitoring • User Issue Resolution |
| PeopleSoft Functional Support | <ul style="list-style-type: none"> • Incident Management • Functional Configuration Management | <ul style="list-style-type: none"> • Comprehensive Testing • Analytics/Reporting Support |
| Program Management | <ul style="list-style-type: none"> • Executive Leadership Oversight • Cost Management | <ul style="list-style-type: none"> • Change Management • Continuous Improvement |
| Training | <ul style="list-style-type: none"> • Training Assessment and Plan • Training Material Development and Execution | <ul style="list-style-type: none"> • Knowledge Transfer • Training Administration |
| Staffing | <ul style="list-style-type: none"> • Staff Background Checks • Staffing Continuity | <ul style="list-style-type: none"> • Role Definitions • Staff Approval |
| Onboarding & Offboarding | <ul style="list-style-type: none"> • Transition Plan Development • Transition Execution and Incumbent Collaboration | <ul style="list-style-type: none"> • Knowledge Transfer • Offboarding |
| Solution Enhancements | <ul style="list-style-type: none"> • Business Process and Fluid Design Assessment • Process Documentation and Improvement | <ul style="list-style-type: none"> • Ongoing Solution/Improvement Design |

The detailed scope of services and requirements are included in **Attachment B, Requirements Sheet and Response Template**. Any requirements in the sheet supersede the statements above. Vendors should complete the template and return it with their submission.

Vendors are encouraged to provide narrative with each requirement that demonstrates how the requirement is met and an understanding of the underlying context.

5 Vendor Qualifications & References

5.1 Mandatory Qualifications

Vendors must demonstrate they satisfy the Mandatory Qualifications for this RFP:

- Have a Silver or higher-level PeopleSoft partnership level with Oracle.
- Have fully responsive Past Performance
- Have no outstanding or pending litigation.

5.2 Vendor Information

All vendors must provide the following information for their proposal to be considered:

1. A brief outline of the vendor company and services offered, including:
 - Full legal name of the company, domicile, and type of entity (corporation, partnership, joint venture, etc.)
 - Year business was established and any prior trade names.
 - Number of people currently employed.
 - Income statement and balance sheet for each of the two most recently completed fiscal years certified by a public accountant.
 - Key principals, partners, and officers.
2. Whether the vendor, any of its principals, and/or any of its officers acting in this or prior organizations have ever failed to complete any work awarded and if so, when where and why.
3. An outline of the PeopleSoft managed services they currently provide.
4. A description of their geographic reach and market penetration, specifically within HBCU institutions and higher education.
5. An outline of their relevant partnerships and relationships to date.
6. Information on current PeopleSoft managed service clients, including:
 - Total number of current clients.
 - A list of clients with similar needs managing PeopleSoft Campus Solutions-centric environments.
 - Evidence of successful completion of projects of a similar size and complexity.
7. Capabilities in addition to PeopleSoft managed services and support that reflect the ability to support other enterprise- and campus-level applications and solutions.
8. Past Performance References: Contact information for three references from projects and services of a similar size, and scope, and a brief description of their implementation. These references should reflect the Vendor's capability to help the University navigate its PeopleSoft path ahead while delivering high-quality services.

The table below should be used:

| | |
|--------------------------------|---|
| Past Performance | |
| Organization | Reference Organization |
| Project Name: | Reference's Name for Project |
| Beginning and End Dates | Month/Year project started and ended |
| Contract Amount: | Total Contract Value |
| Description | Description of project and why it is relevant to the University |
| Point of Contact | Name, Title, E-mail and Phone Number |

| | |
|--------------------------------|---|
| Past Performance | |
| Organization | Reference Organization |
| Project Name: | Reference's Name for Project |
| Beginning and End Dates | Month/Year project started and ended |
| Contract Amount: | Total Contract Value |
| Description | Description of project and why it is relevant to the University |
| Point of Contact | Name, Title, E-mail and Phone Number |

| | |
|--------------------------------|---|
| Past Performance | |
| Organization | Reference Organization |
| Project Name: | Reference's Name for Project |
| Beginning and End Dates | Month/Year project started and ended |
| Contract Amount: | Total Contract Value |
| Description | Description of project and why it is relevant to the University |
| Point of Contact | Name, Title, E-mail and Phone Number |

5.3 Team Structure and Key Personnel

All vendors must provide the following information for their proposal to be considered:

- Identification of all roles and responsibilities of individuals the vendor intends to staff on the project, their reporting relationships, and how these individuals are qualified. Include all staff members' resumes, including Key Personnel.
- Identification of Key Personnel that the Vendor agrees to staff on the project and not remove notification and consultation with the University. Vendors should name at least two individuals as Key Personnel, provide their resumes, and make available for interviews upon request:
 - Business Relationship Manager – on-site or remote resource who provides the first point of contact for issues and requests apart from off-hours emergencies that may roll to a separate process for responsiveness.
 - PeopleSoft Functional Lead – resource responsible for understanding the end-to-end system solution, its functional configuration, and how University business processes are supported. This individual is expected to provide long-term, strategic guidance based on product and industry knowledge to help the University better leverage its PeopleSoft investment in the spirit of continual improvement.

Vendors should describe how these individuals support the Past Performance submissions.

6 Term and Pricing

This contract award will be for (5) base years and (2) option years. Vendors are required to submit pricing for the entire contract to include the option years.

All vendors must fill out a cost breakdown for the implementation of their managed service for the project as described in this RFP.

The vendor must agree to keep these prices valid for 90 days after proposal submission.

6.1 Submission Instructions

Pricing should be submitted in electronic form using the provided template as Attachment C.

6.2 Alternate Pricing Submissions

Alternate pricing proposals shall be considered so long as:

- The alternate proposal is submitted alongside a primary one that aligns to the mandatory requirements in this RFP. For example, submissions that propose leveraging the University's own colocation facilities should submit a primary submission that leverages a vendor-provided capability.
- Vendors identify all deviations from the services and requirements outlined in the RFP, or the applicable requirement that drives the alternate proposal.
- The alternate proposal materially lowers the University's costs and/or improves quality of service.

7 Additional Terms & Conditions

7.1 Personal Information

Any personal information that is requested from each Respondent by Alabama State University shall only be used to consider the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications. It is the responsibility of each Respondent to obtain the consent of such individuals prior to providing the information to Alabama State University. Alabama State University will consider that the appropriate consents have been obtained for the disclosure to and use by Alabama State University of the requested information for the purposes described.

7.2 Non-Disclosure Agreement

Alabama State University reserves the right to require any Respondent to enter into a non-disclosure agreement.

7.3 Costs

The RFP does not oblige Alabama State University to pay for any costs, of any kind whatsoever, which may be incurred by a Respondent or any third party, in connection with the Response. All Responses and supporting documentation shall become the property of Alabama State University, subject to claims of confidentiality in respect of the Response and supporting documentation.

7.4 Respondent's Responses

All accepted Responses shall become the property of Alabama State University and will not be returned.

7.5 Governing Law

This RFP and the Respondent's Response shall be governed by the laws of the State of Alabama.

7.6 No Liability

Alabama State University shall not be liable to any Respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Respondent responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

7.7 Entire RFP

This RFP, any addenda to it, and any attached schedules, constitute the entire RFP.

7.8 Foreign Corporations (Out-of-State Firms)

Alabama law provides that a foreign corporation (out-of-state company/firm) may not transact business in the State of Alabama until it obtains a certificate of authority from the Secretary of State. (Section 10-2B-15.01, Code of Alabama 1975). To obtain forms for a certificate of authority, contact the Secretary of State, Corporations Division. The certificate of authority does not keep the vendor from submitting a bid.

7.9 Owner

Whenever the term "University" is used in these specifications it refers to Alabama State University.

7.10 Withdrawal

Bids may be withdrawn on written or telegraphic request received from bidder(s) prior to the opening. Negligence on the part of the bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.

7.11 Contract Termination - Debarment

A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

7.12 Certification of Eligibility

- (a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

7.13 Acceptance and Payment

Upon delivery and with reasonable time to inspect the items/service, and upon acceptance thereof, payment will be made within a reasonable time thereafter.

7.14 Examination of Bid Documents

Each bidder shall examine bid documents carefully and shall make written request to the ASU Purchasing Office for interpretation/clarification/correction of any ambiguity, inconsistency or error therein which he/she may discover. Any interpretation/correction will be issued as an Addendum by the Purchasing Office. Only a written interpretation/correction by Addendum shall be binding. No bidder shall rely upon any interpretation/correction given by any other method.

7.15 Non-Collusion Affidavit

Section 41-16-25 provides: "Any Agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void.



7.16 Disclosure Statement

The successful bidder will be required to file with ASU Procurement Department a STATE OF ALABAMA VENDOR DISCLOSURE STATEMENT of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of a purchase order.

7.17 Default of Contractor

Where the University determines 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 defaulting contractor will be considered.

7.18 Delivery

Upon agreement and acceptance of contract.

Before commencing work, the Contractor shall secure any/all necessary permits, and shall comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations pertaining to this type of project.

Contractor shall assume all liability for and shall indemnify and save harmless, the University from all damages and liability for injury to any person, and injury to or destruction of property, including the loss thereof, by reason of any accident or occurrence arising from operations under the contract, whether such operations be by the Contractor, Subcontractor, or anyone directly or indirectly employed by either, occurring on or about the work site during the term of the contract or any extension thereof.

7.19 Insurance

Upon execution of the contract, the successful bidder shall take out and maintain during the life of the contract, General Liability Insurance with \$1,000,000 General Aggregate and Workman's Compensation Insurance with \$100,000 on each accident to cover his/her liability under the above harmless provisions, and shall take out and maintain Such other insurance as may be required. Evidence of such insurance shall be provided to the University before commencement of work.

7.20 Terms And Conditions for Federal Grant Funded Purchases

These terms and conditions are to comply with and to be interpreted in accordance with the Office of management and Budget (OMB)'s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2CFR Part 200.

The Supplier/Contractor shall comply with the following additional provisions, if applicable:

Clean Air Act & Federal Water Pollution Control Act (42 USC §§ 7401-7671q; 33 USC §§ 1251-1387): If contract exceeds \$150,000, Contractor is required to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC §§ 1251-1387). Alabama State University is required to report any violations of these acts to the federal government.

Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708): If the contract exceeds \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. sections 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of

pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Debarment/Exclusion (Close the Contractor Fraud Loophole Act, 41 USC § 251; FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment: Contract affirms that neither Contractor nor any of its principals or subcontractor, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency.

If at any time, Contractor is not in compliance with the Special Conditions section of this contract; Alabama State University will consider this contract void ad initio and will deliver written notice to the Contractor. Any funds Alabama State University has paid the Contractor for work performed before the Contractor received notice that the contract is void ab initio will be immediately repaid or Alabama State University may commence an action for recovery against the said Contractor.

Right to Inventions made Under a Contract or Agreement (37 CFR Part 401): If the award received from the United States of America meets the definition of "funding agreement" under 37 CFR § 401.2(a) and this contract is a substitution of parties, assignment, or performance of experimental, development or research work, Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Lobbying (Byrd Anti-Lobbying Amendment, 31 USC 1352): If the cost of this contract exceeds \$100,000, Contractor will comply with all certification and disclosure requirements under the Byrd Anti-Lobbying Amendment, 31 USC 1352.

Procurement of Recovered Materials (Solid Waste Disposal Act; Resource Conservation and Recovery Act): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Davis Bacon Act: Contractor affirms that it shall comply with all provisions of the Davis Bacon (prevailing wage) Act if applicable. Contract agrees to comply with the provisions of the Davis bacon Act whether the contract as awarded is solely or partially funded with federal funds AND whether the contract is amended subsequent to award to include federal funding.

Attachment A - Non-Collusion Affidavit

To be returned with submission.

VENDOR'S INFORMATION

FEIN or SSN _____ Company Name _____

Address _____

Representative _____ Email _____

Telephone # _____ Toll Free # _____

Fax # _____

1. **NON-COLLUSION AFFIDAVIT** - I have read the entire bid documents and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

2. **CERTIFICATION PURSUANT TO ACT NUM. 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 414-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

Authorized Signature _____

Date _____

Type or Print Signer's Name _____

Title _____

Sworn to and subscribed before me this day of 2024.

Notary's Signature _____

Date Notary Expires _____

Must include Notary Seal

Attachment B – Requirements Sheet and Response Template

Included as an Excel Spreadsheet within bid package as electronic attachment.

Attachment C – Pricing Response Template

Included as an Excel Spreadsheet within bid package as electronic attachment.

Attachment D - Vendor Certification

This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to *Request for Proposal for Managed Security Service Provide (MSP)* issued by Alabama State University. The undersigned is a duly authorized officer, hereby certifies that:

(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 90 calendar days as of the Due Date of the RFP.

The undersigned further certify that their firm (check one):

IS

IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify Alabama State University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate on behalf of this firm for the purposes of this RFP are:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Signature of Authorized Officer:

Name: _____ Title: _____

Signature: _____ Date: _____

Attachment E – Current Technical Environment

Included as a separate document within the bid package as electronic attachment.