NOTICE TO VENDORS – REQUEST FOR BIDS # 22-015

RFP Athletic Recruiting Software Application

SPECIFICATIONS ON ATTACHED SHEETS

SEALED BIDS WILL BE ACCEPTED IN THE PURCHASING DEPARTMENT BUILDING AND THEN BE PUBLICLY OPENED AND READ AT THE FOLLOWING DATE & TIME:

| DAY:       | Wednesday |
|           | DATE: April 20, 2022 |
|           | TIME: 2:00 PM CST |

POSTED –

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

CANCELLATION FOR LACK OF FUNDING: This contract may be cancelled without any further obligation on the part of TROY University in the event that funds are not appropriated or sufficient funding is unavailable to assure full performance of terms.
REQUEST FOR PROPOSAL # 22-015

Department of Athletics

Athletics Recruiting Software Application

Issue RFP: Date Wednesday, March 16th, 2022

Proposals Due: Wednesday, April 20th, 2022 - 2:00 PM CST

Table of Contents
Calendar of Events
Troy University

Request for Proposal #22-015
Athletics Recruiting Software Application

Wednesday, March 16, 2022  Issue RFP # 22-015

Wednesday, March 30, 2022  Questions due in writing (bids@troy.edu)
                            2:00PM CST

Friday, April 1, 2022       Responses due to vendors in writing
                            2:00PM CST

Wednesday, April 20, 2022  Proposals due by 2:00 PM CST in office of:
                            Mrs. Vanessa Maulden
                            Purchasing and Asset Mgmt. Specialist
                            100 University Park, 2nd Floor
                            Troy University
                            Troy, AL 36082

Wednesday, June 1, 2022 or before  Selection of Vendor
                            (if decision is made to award contract)
                            Contract commencement

**all dates are subject to change**
Evaluation Criteria
Troy University

Request for Proposal # 22-015
Athletics Recruiting Software Application

Proposals will be evaluated in accordance with the following criteria:

1. Points can be assigned as follows:
   1. Excellent  30
   2. Good  20
   3. Fair  10
   4. Poor  5
   5. Unacceptable  0

2. Each Category weighted by importance and compared to similar size institutions where applicable:
   - Has a map feature where you can do the following items: 40%
   - Targeted Size Database  20%
   - Flexible Pipeline Evaluation Process  10%
   - Criteria based recruiting board ranking process  10%
   - Phone App with Video capabilities  10%
   - Provide an informational database:  5%
   - Watch List Capabilities  5%

   EXAMPLE: 1. Ease of implementation
              Good Rating 20 x 15=300 points

              2. Training
              Poor Rating 5 x 5=25 points
## Evaluation Criteria Worksheet

Request for Proposal # 22-015  
Athletics Recruiting Software Application

Vendor Name: ________________________________

<table>
<thead>
<tr>
<th>Feature</th>
<th>Weighting Factor</th>
<th>Points Assigned</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has a map feature where you can do the following items:</td>
<td>40</td>
<td></td>
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<tr>
<td>Targeted Size Database</td>
<td>20</td>
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<tr>
<td>Flexible Pipeline Evaluation Process</td>
<td>10</td>
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<td>Criteria based recruiting board ranking process</td>
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<tr>
<td>Phone App with Video capabilities</td>
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<tr>
<td>Provide an informational database</td>
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<tr>
<td>Watch List Capabilities</td>
<td>5</td>
<td></td>
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</tbody>
</table>
Request for Proposal #22-015
Introduction & Bidder Instructions
Troy University
Athletics Recruiting Software Application

1. **Purpose**

The purpose of this RFP is to establish a contract for an Athletic Recruiting Software Application for Troy University’s Athletic Department. The system requirements are contained in the Scope of Services and Specifications of the RFP.

2. **Commitment of the University**

Troy University (TROY) reserves the right to withdraw this RFP at any time and for any reason. Receipt of proposal materials by the University or submission of a proposal to the University confers no rights upon the proposer nor obligates the University in any manner.

A contract, based on this RFP, may or may not be awarded. Any contract resulting in an award from the RFP is invalid until properly approved and executed by the Chancellor or approved designee, Troy University. Any agreements shall be construed and interpreted according to the laws of the State of Alabama.

3. **Issuing Office**

This RFP is being issued by and sealed proposals are to be submitted to:

Mrs. Vanessa Maulden (bids@troy.edu)
Purchasing and Asset Mgmt. Specialist
100 University Park, 2nd Floor
Troy University
Troy, AL 36082  Please note, emailed proposals will not be accepted.

4. **Form of Contract**

The successful bidder shall submit a proposed agreement, the scope and terms of the contract shall consist of the RFP, any amendments thereto, and the contractor’s proposal in response to the RFP. In the event that an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to occur. However, the University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

No modifications or changes in any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to, in writing, by the Contractor and the University and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be construed as amendments to the contract.
This Agreement shall be governed by the laws of the State of Alabama both as to its interpretation and performance without regard to its choice of law requirements. Should either party be required to legally enforce this agreement then suit shall be filed in the Circuit Court of Pike County, Alabama as the exclusive venue to adjudicate the same and the non-prevailing party shall be responsible for the expenses of the prevailing party, including reasonable attorney’s fees as a result of such litigation.

5. Deviations from the Form of Contract

The stated requirements appearing elsewhere in the RFP shall become a part of the terms and conditions of any resulting contract. Any deviations, therefore, must be specifically defined by the Contractor in the proposal which, if successful, shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

6. Execution of Contract

The Contractor to whom the contract is awarded shall, within ten (10) days after prescribed documents are presented for signature, execute and deliver to TROY the contract in substantial form, and include those items added or deleted during negotiations. The Contractor shall also provide satisfactory evidence of all required insurance coverage, bonds, and proof satisfactory to TROY, of the authority of the person executing the contract on behalf of the Contractor.

The above documents must be furnished, executed, and delivered before the contract will be executed by TROY. The contract will not be binding upon TROY until it has been executed by TROY and a copy of such fully executed contract is deliverable to the Contractor.

The contract shall be for a term of one year with successive one-year renewal options not to exceed a total of five (5) years.

7. Contract Requirements

PERFORMANCE BOND:
Alabama Law (Section 41-16-28, Code of Alabama 1975) provides that a bond is a responsible sum for faithful performance of the contract, with adequate surety, shall be required in an amount specified in the advertisement for bids. The performance bond shall be set at no less than 10% of the total contractual amount or at a stated amount of no less than the cost of one month’s service, whichever is greater. A performance bond must be in effect prior to the first date of service. Upon award of the bid, the successful bidder will be responsible for providing a Performance Bond, which should be valid until all work associated with this project has been completed. The performance bond should be presented to the Troy University Purchasing Department before a purchase order is issued. No goods are to be delivered and no work is to begin without an official Troy University purchase order.

VENDOR DISCLOSURE FORMS:
State of Alabama Act 2001-955 requires that the Vendor Disclosure statement be completed and filed with all proposals, bids, contracts or grant proposals to the State of Alabama in excess
of $5,000.00. A vendor disclosure statement is not required for contracts for gas, water, and
electric services, where no competition exists, or where rates are fixed by law or ordinance. In
circumstances where a contract is awarded by competitive bid, the disclosure statement shall
be required only from the person receiving the contract and shall be submitted within ten (10)
days of the award. A new vendor disclosure statement is required for each purchase in excess
of $5,000.00 regardless of prior purchases. A current vendor disclosure statement must be on
file before invoices can be processed for payment.

ALABAMA IMMIGRATION LAW COMPLIANCE:
Alabama Law (Section 31-13-9 (a) and (b), Code of Alabama, 1975) - The State of Alabama
passed new legislation effective January 1, 2012 known as the Beason-Hammon Alabama
Taxpayer and Citizen Protection Act, Act No. 2011-535. This legislation requires anyone
receiving state monies to verify that they are in compliance with the new immigration law.
State Agencies, including Troy University are required to withhold payment until proper
verification has been obtained. Please complete the enclosed Alabama Affidavit and/or enclose
a copy of the approved federal E-Verify registration. For vendors with no Alabama employees,
please indicate your federal E-Verify # and indicate “NO ALABAMA EMPLOYEES.”

8. Preparation of RFP Document

The bidder is encouraged to carefully examine all related RFP documents to become fully
informed of the requirements and preferred features of the system to be provided. The bidder
is responsible for collecting all necessary data required for developing its proposal for the
described services.

Interested bidder(s) may contact Mrs. Shelley Jordan in the Athletics Business Office between
March 16, 2022 and April 1, 2022 for any required clarifications.
  Phone: (334)670-5980
  Email: sejordan@troy.edu

Bidder must submit two (2) hard copies of the proposal, as well as a digital copy on a flash
drive. Sealed proposals will be received until 2 PM CST on Wednesday, April 20, 2022 at
which time bids will be publicly opened. Proposals received after the time and date specified
above will be maintained in the Purchasing Department.

Sealed Proposals should be either mailed or hand delivered to:

  Troy University
  Mrs. Vanessa Maulden, Purchasing and Asset Mgmt. Specialist
  100 University Park, 2nd Floor
  Troy, AL 36082

  The outside cover should be clearly marked as:
  RFP#220-015 Athletics Recruiting Software Application
  Name of Company  2 PM CST / April 20, 2022
9. Proposal Addenda and Rule for Withdrawal

Prior to the deadline date specified for receipt of proposals, a proposal may be withdrawn by submitting a written request for its withdrawal to the address listed above.

Unless requested by the University, the University will not accept any addenda, revisions, or alterations to proposals after the proposal due date.

Any submitted proposal shall remain valid for six (6) months after the proposal due date.

10. Addenda – Changes While Proposing

No interpretation of the meaning of the contract documents as defined in the scope of services, nor correction of any apparent ambiguity, inconsistency, or error therein will be made to bidders orally. Every request for such interpretation or correction shall be addressed in writing to:

Troy University  
Mrs. Vanessa Maulden, Purchasing and Asset Mgmt. Specialist  
100 University Park, 2nd Floor  
Troy, AL 36082  
Attention: RFP# 22-015  
Recruiting Software Application

Any such requests for interpretation or correction must be received at least ten (10) days prior to the last day for submitting proposals in order to be given consideration. All such interpretations and supplemental instructions will be transmitted by mail, email or fax to all bidders no later than five (5) working days prior to the last day for submitting proposals.

11. Rejection of Non-Responsive Proposals

Proposals shall be considered non-responsive if they contain omissions, alterations of unacceptable conditions or limitations, or other irregularities of any kind. TROY may reject proposals considered non-responsive.

12. Oral Commitments

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any Troy University personnel are not binding on Troy University, unless confirmed in writing by Mrs. Vanessa Maulden.

Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion, negotiation, and clarification of proposals. Any oral clarifications of substance shall be reduced in writing by the proposer when requested by TROY.
13. Offer of Gratuities

By submission of a proposal, the proposer certifies that no official or employee of the University has or will benefit financially or materially from this contract. The contract may be terminated by the University if it is determined that gratuities of any kind were either offered to, or received by, any official or employee of the University from the potential bidder, his agent, or employees.

14. Vendor Presentation/Demonstration

Bidders who submit a proposal in response to this RFP may be asked to make a presentation/demonstration of their proposal based on selection by Troy University. Only those vendors selected by Troy University will be required to present. These presentations and demonstrations must show the University the “live” system functioning on a computer based system. It cannot consist of a demonstration not actually running on a computer system. For example, a simple PowerPoint presentation will not be sufficient. The demonstration must actually exercise the system in real-time via connection to a vendor supplied hosted software solution. Troy MAY or MAY NOT ask you to present, we will notify you.

15. Restrictions on Communicating with University Staff

From the issue date of the RFP, until a Contractor is selected and selection is announced, bidders are not allowed to communicate with any University staff except:

1. Ms. Shelley Jordan (sjordan@troy.edu), or Caleb Ross (calebross@troy.edu), Troy University Athletic Representatives
2. The Purchasing Department
3. University Representatives during oral presentations and demonstrations (if preformed)
4. Via written questions as provided in Paragraph 10

The University shall reserve the right to reject a proposal for violation of this provision.

16. RFP Addenda

Addenda to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective bidders. Failure to acknowledge receipt of addenda in accordance with instructions contained in the addendum may result in the proposal not being considered.

17. Compliance with the Law

Contractor shall comply with all applicable laws, ordinances, rules and regulations relating to the Services provided under this Agreement. NCAA Regulations, FERPA, and any other student athlete related law must be adhered to as well as any security measures outlined by Troy University’s Information Technology Department.
18. Insolvency

In addition to all other rights herein, either party hereto may terminate this Agreement without prior notice should the other party become insolvent, voluntarily file for bankruptcy or receivership, or make any assignment for the benefit of creditors, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.

TROY’s financial status depends directly upon appropriations from the State of Alabama. Therefore, this agreement, and its continuation, is hereby expressly made contingent upon TROY actually receiving from the State of Alabama an appropriation in sufficient amount so as to allow TROY to meet its financial obligations. Such determination shall be made solely by TROY and such determination shall be final and binding upon both parties. If at any time TROY shall determine that its appropriation is not adequate to allow it to meet its obligations, then in such event TROY shall be allowed to terminate this Agreement, upon 90 days written notice to Contractor, with all other termination and final settlement provisions remaining applicable hereto.

19. Protection of Data, Trade Secrets, and Proprietary Information

During the term of this Agreement, Contractor and University may have access to certain proprietary materials of each other. In the case of Contractor, proprietary information shall include management guidelines and procedures, faculty data, student data, staff data, operating manuals, software programs and similar compilations regularly used in Contractor’s business operations ("Trade Secrets"). Neither University nor Contractor shall disclose any of the other party's Trade Secrets or other proprietary information, directly or indirectly, during or after the term of this Agreement. The parties shall not photocopy or otherwise duplicate any such material without the prior written consent of the originator. All Trade Secrets and other proprietary information shall remain the exclusive property of its originator and shall be returned thereto immediately upon termination of this Agreement. In the event of any breach of this provision, the offended party shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of this Agreement.

All student data must be protected under the provisions of FERPA (Family Educational Rights and Privacy Act). The successful vendor must demonstrate the security mechanisms in place to protect against data loss or security breaches.

Additionally, the successful vendor must acknowledge that they fully understand and follow security best practices in the vendor’s operations and provide a written statement of compliance on an annual basis to the University. All HE (Higher Education) Regulatory Requirements should be adhered to, TROY’s security team will review the adherence using HECVAT (Higher Education Cloud Vendor Assessment Tool). Troy University’s External Hosting Policy 816 can be viewed at: https://www.troy.edu/epolicy/800-technology.html#816

Presentation of this security documentation should also be provided with this RFP submission, see Proposal Format below.
20. **Assignment**

This Agreement, or any portion thereof, may not be assigned by either party without the written consent of the other.

21. **Catastrophe**

Neither Contractor nor TROY shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

It is required by the University that the successful bidder speak to their disaster recovery/backup methodology should the University choose to house their data in the vendor’s data center(s). The University requires that the vendor demonstrate routine exercise of their disaster recovery plan and provide reports to the University of those exercises. Should TROY decide to have the bidder host their system at the bidder’s facilities, failure to provide adequate disaster recovery/backup could result in the termination of the contract by TROY should the deficiency not be corrected. Remediation of the disaster recovery/backup facilities would be required in a mutually agreed to time frame by the bidder and University.

22. **Severability**

If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. **Amendments to Agreement**

All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

24. **Entire Agreement**

This Agreement and its attachments and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.
Scope of Services
Troy University
#22-015 Athletics Recruiting Software Application RFP

The Universities intent is to evaluate the various proposals and choose the vendor(s) that can best meet the needs of the Athletic Department, this may result in multiple contracts with different vendors or with one vendor, whichever is deemed in the best interest of Troy University. Vendors are encouraged to provide TROY with a proposal even if they can only bid on one portion of the RFP.

MINIMUM SOFTWARE APPLICATION REQUIREMENTS FOR FOOTBALL:

1. Has a map feature where you can do the following items:
   - Allow for end users to search and narrow queries based on above information, as well as geographical location. For example, on a map-based search, the ability to pull up only wide receivers that are 6’2 or taller in the Birmingham area.
   - Allow you to pull up schools within a recruiting area and visibly see their location on a map and have the capability to pull up prospects at that school when you click on the school.
   - Allow for end users to pull up all Troy offers on our target board and have it show up on a geographical map.
   - Allow to pull up all potential targets on a geographical map and identify who the staff has done an eval on and who the staff has not.
   - Allow for coach to plan out a recruiting trip through a map-based feature.

2. Targeted Size Database
   - Allows for searches and access to prospects nationwide
   - Allows for database to not be over-saturated with non-recruitable prospects for Troy University (Helps save time on prospects who can play at this level).

3. Flexible Pipeline Evaluation Process
   - Allows for a step by step evaluation pipeline process that moves kids up the chain of command to gain to get an evaluation grade.
   - Allows for a flexible process where an assistant coach can skip an unnecessary step and send a prospect to a coordinator or head coach or whoever is deemed necessary to put an eval grade on a prospect.

4. Criteria based recruiting board ranking process
   - Allow for a recruiting board where you can rank prospects by position and see which prospects have greater priority over other prospects.
   - Allow for a grading process that allows the flexibility to grade prospects on a specific criterion to a certain position group allowing you to further distinguish and rank certain prospects over other prospects.
5. Phone App with Video capabilities
   - Must have an app that can be used on a mobile device
   - Must have the ability to record and share video via mobile device within the application and link this information back to a PSAs profile (Allows a coach to evaluate a prospect on site to immediately share to other coaches on staff.)

6. Provide an informational database that includes the following minimum information:
   - Contact information
   - School Information (Head Coach’s name, Head Coach’s phone number, Counselor’s name, Counselor’s phone number, etc.)
   - physical traits (i.e. height, weight)
   - scholastic year and standing (grade and GPA)
   - positions played
   - game film cut-ups (Cut-up of plays that show positives and negatives of a prospect)
   - individual highlights and other relevant recruiting information for prospective student-athletes (PSAs)
   - area to download & store important documents on a recruit (EX: transcript, etc.)
   - area to displays the evaluation on the prospect, who the evaluation came from, and the date the evaluation was done.
   - area on a contact page that allows coaches to see how many times and the dates a prospect has visited your campus, how many times a coach has called or has done a live evaluation of the prospect.

7. Watch List Capabilities
   - Allows for an assistant coach (recruiting coordinator) to create a watch list to send to the other coaches on staff for them to do evaluation on certain recruits.
Proposal Format
Troy University
#22-015 Athletics Recruiting Software Application RFP

Proposals shall be submitted in the format contained in the Request for Proposal. This material must be in sequence and related to the Request for Proposal. The University will make no reimbursement for the cost of developing or presenting proposals in response to this Request. Only information specifically related to this type of project will be evaluated. Proposals must present the following information.

Section A: Company Profile: A brief narrative describing the company’s history, corporate resources, management team, company philosophy, approach to providing services, qualifications, higher education experience, total number of years in business, relevant experience and benefit TROY will receive through contracting with the firm. What percent of revenue did your company expend for research and development on your proposed products during the last three fiscal years? What is budgeted for the current and next fiscal year? Your total number of employees. Provide information on who the main contact will be for TROY and how we can contact them.

The University desires a listing of all higher education institutions served. In addition to at least three account references from this list should be included that contains liaison names, telephone numbers, physical addresses, email addresses, and a description of services provided, and dates of the services.

Section B: Secure Hosting Facility Profile: Physical location of hosting site, number of years in business, number of clientele housed in this location, emergency preparedness/disaster recovery methodology and plan. Briefly describe security measures in place at your hosting location.

The HECVAT Full 3.0 Form should be included in Section B. The University’s Information Technology Department requires the completion of HECVAT Long Form documentation to ensure that cloud-based products are appropriately assessed for security and privacy needs. Information related to the HECVAT FULL 3.0 form can be found by visiting https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit#tools and should be included with submitted proposals (can be on flash drive, rather than print). An electronic copy of the HECVAT may also be requested after submissions are opened. Failure to provide this document will exclude your proposal from being evaluated.

Please insert the following statement in your proposal for the proposal to be considered.

We, ____________________________ (company name) comply and agree with policy 816 External Hosting Policy for Troy University.

https://www.troy.edu/epolicy/800-technology.html#816
Section C: Implementation Plan: Describe the process used to implement the contracted services, including any customization or transition period that will be required. Provide a listing of events and timeframes for accomplishing the implementation. A phased approach will be considered.

Section D: Pricing Proposal: Please provide a pricing schedule for your software. Indicate what sport(s) your pricing is designed for. Feel free to offer various pricing schedules for the 2 solutions above. If your company cannot provide the software for both solutions, that is okay and you can submit a proposal for just one. The Universities intent is to evaluate the various pricing schedules and choose the vendor(s) that can best meet the needs of the Athletic Department, this may result in multiple contracts with different vendors or with one vendor, whichever is deemed in the best interest of Troy University.

Section E: Training: Describe the training and development program you will implement for TROY athletic staff and coaches. Include subjects and hours of training, method of delivery, as well as a description of components that would be developed and provided.

Section F: Technical Support: Provide a specific description of the technical support method offered to support your software. Describe how issues are escalated and a time frame for resolution of common types of help desk requests. What are your normal support hours (specify time zone)? Where is support staff? What are your top five support questions received from your client? What is the range and average for system downtime (scheduled and unscheduled) for your clients’ systems?

Section G: Technology Requirements: Describe what technology or operating system must be employed to use your system. Provide any information on technology that may need to be implemented to run your software’s modules, report generation, etc.

Section H: Exceptions to RPF: The Contractor must address any and all exceptions to the RFP. These should be referenced by subsection.

Section I: Acknowledgement of Amendment or Addendum to RFP: Receipt by a bidder of an amendment or addendum to the RFP must be acknowledged by inserting a copy in the bidders’ proposal.

Section J: Further Information: All proposals received in response to this RFP will be evaluated and ranked in accordance with the evaluation criteria stated in Section 2. Bidders are cautioned that the University will not accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal. The University expects to award a contract based on the initial offer, therefore all proposals should be submitted on the most favorable and complete price, and technical terms that the bidders can submit to the University.
Section K: Propriety Information: After the award of the contract, all proposals will be opened for public inspection. Trade secrets, test data and similar proprietary information will remain confidential, provided such material is clearly marked. However, net cost information will not be considered confidential.

Section L: ADA Section 508 Compliant: Each vendor must certify that the proposal offered is in full compliance with the Americans with Disabilities Act Section 508. Specific data related to the vendor’s compliance methodology would be beneficial.
Troy University Bid Checklist: All items are required to be submitted with the vendor's bid response unless otherwise noted.

- Troy University Cover Sheet (signed by an authorized company representative)
- Bid response (respond based on instructions provided in specifications)
- W-9 (October 2018 Version MUST be COMPLETED for IRS compliance).
- Affidavit of Alabama Immigration Law Compliance (see instructions below)
- Vendor Disclosure (awarded vendor only – see instructions below)
- Bid Bond, if applicable (see instructions, below)
- Performance Bond (awarded vendor only – see instructions below)

Requirements Defined:

**BID BONDS:**
Troy University Purchasing Policy provides that all vendors are required to furnish a bid bond on any contracts for services exceeding $50,000. A bid bond is designed to secure a particular bid until it is either rejected or accepted and a contract is made and secured or goods are received. Bid guarantees may be presented in the form of a bid bond, postal money order, certified check, cashier’s check or irrevocable letter of credit for no less than 10% of the bid amount. All check guarantees for unsuccessful bidders will be returned in a timely manner.

For the successful bidder, a bid bond remains in effect until the following:
1. A vendor who is providing goods or materials has received an approved Troy University Purchase Order or contract, or
2. A vendor who is providing services has been notified of award. The bid bond for the successful vendor will remain in the possession of the Troy University Purchasing Department until such time as a performance bond can be presented to the University for services under contract.

**PERFORMANCE BONDS:**
Alabama Law (Section 41-16-28, Code of Alabama 1975) provides that a bond in a responsible sum for faithful performance of the contract, shall be required in an amount specified in the advertisement for bids. The performance bond shall be set at no less than 10% of the total contractual amount or at a stated amount of no less than the cost of one month’s service, whichever is greater. A performance bond must be in effect prior to the first date of service. Upon award of the bid, the awarded bidder will be responsible for providing a Performance Bond which should be valid until all work associated with this project has been completed. Performance bonds may be presented in the form of a surety bond (PREFERRED), postal money order, certified check, or cashier’ s check. The performance bond should be presented to Troy University Purchasing Department before a purchase order is issued. No goods are to be delivered and no work is to begin without an official Troy University purchase order.

**VENDOR DISCLOSURE FORMS:**
State of Alabama Act 2001-955 requires that the Vendor Disclosure statement be completed and filed with all proposals, bids, contracts or grant proposals to the State of Alabama in excess of $5,000.00. A vendor disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract/award and shall be submitted within ten (10) days of the award. A new vendor disclosure statement is required for each purchase in excess of $5,000.00 regardless of prior purchases. A current vendor disclosure statement must be on file before invoices can be processed for payment. Vendor disclosure statement included with bid response are acceptable.

**ALABAMA IMMIGRATION LAWS:**
Alabama Law (Section 31-13-9 (a) and (b), Code of Alabama, 1975) - The State of Alabama passed new legislation effective January 1, 2012 known as the Reason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535. This legislation requires anyone receiving state monies to verify that they are in compliance with the new immigration law. State Agencies, including Troy University are required to withhold payment until proper verification has been obtained. Please complete the enclosed Alabama Affidavit and/or enclose a copy of the approved federal E-Verify registration. For vendors with no Alabama employees, please indicate your federal E-Verify # and indicate "NO ALABAMA EMPLOYEES."
Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exits, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.
State of Alabama
Disclosure Statement
(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

<table>
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<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>DATE GRANT AWARDED</th>
<th>AMOUNT OF GRANT</th>
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1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
<th>ADDRESS</th>
<th>STATE DEPARTMENT/AGENCY</th>
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OVER
2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

<table>
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<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/ AGENCY WHERE EMPLOYED</th>
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

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<th>NAME OF PAID CONSULTANT/LOBBYIST</th>
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature ___________________________ Date __________

Notary's Signature ___________________________ Date __________ Date Notary Expires __________

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.
AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the “Act”); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Law Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for the award of any contract by Troy University to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from Troy University. Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Law Compliance obligations.

State of Alabama:
County of ______________________:

Before me, a notary public, personally appeared ______________________ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as ______________________ (your position) for ______________________ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Law Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and have affixed below said Contractor or Grantee’s E-Verify Employment Eligibility Verification User Identification Number confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

E-Verify Employment Eligibility Verification User Identification Number

Signature of Affiant

Sworn to and subscribed before me this _____ day of ______________________, 20___.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

To be returned to Troy University
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - [ ] Individual/sole proprietor or single-member LLC
   - [ ] C Corporation
   - [ ] S Corporation
   - [ ] Partnership
   - [ ] Trust/estate
   - [ ] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
   - Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - [ ] Exempt payee code (if any)
   - [ ] Exemption from FATCA reporting code (if any)
   - (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

|   |   |   |

or

Employer identification number

|   |

Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.