



**AUBURN UNIVERSITY
AT MONTGOMERY**

Request for Proposal

Integrated Pest Control

RFP NO. B0008426

Due – October 04, 2019 at 11am CST

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Section One – Request for Proposal

A. Intent and Scope

1. Description of Program: This specification is part of a comprehensive Integrated Pest Management (IPM) program for the premises listed herein. IPM is a process for achieving long-term, environmentally sound pest suppression and prevention using a wide variety of technological and management practices. Control strategies in an IPM program include:
 - a. Structural and procedural modifications to reduce food, water, harborage, and access used by pests.
 - b. Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
 - c. Non-pesticide technologies such as trapping and monitoring devices.
 - d. Coordination among all facilities management programs that have a bearing on the pest control effort.
2. Contractor Service Requirements: The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, and pest removal components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

B. Inquiries and Notices

All inquiries concerning information with regard to technical specifications and the bid process of this RFP shall be addressed:

Niki Patrick or Kailey Ingram
aum.rfp@aum.edu

Inquiries should be submitted in writing. Answers to inquiries will be posted to the AUM bid website <http://www.aum.edu/bids>.

C. About Auburn University at Montgomery

AUM Mission

The mission of Auburn University at Montgomery is to provide quality and diverse educational opportunities at the undergraduate and graduate levels through use of traditional and electronic delivery systems, and to foster and support an environment conducive to teaching, research, scholarship, and collaboration with government agencies, our community, and other educational institutions.

AUM Identity

Auburn University at Montgomery is an accredited comprehensive, public university with a diverse student population that includes a blend of traditional and non-traditional learners awarded degrees in a variety of disciplines from its programs. Our personalized and caring

learning environment offers academically strong undergraduate and graduate programs designed and taught by faculty who are active researchers in their fields and who play a vital role in each student's success. We stand apart from our peers as an institution with an applied emphasis, having a history of producing leaders prepared to make a positive impact in their chosen fields. As a critical partner in our community, we provide expertise that enhances economic development and the quality of life for individuals in the region and beyond. These partnerships strengthen not only our community, but our students and faculty as well.

AUM Vision

Auburn University at Montgomery will be a university that...

- Is known for its commitment to developing dynamic and applied academic and research programs,
- Is a student's first choice in a variety of programs of distinction,
- Embraces and builds an international presence at home and abroad, increasingly known for its ability to prepare students to thrive in a global community,
- Graduates students who become engaged alumni with a life-long interest in and personal connection to AUM,
- Is recognized as an integral community partner and a resource for the enrichment and economic development of the Southeast region and beyond.

AUM Core Values

Auburn University at Montgomery values and promotes:

- A Student-Centered Experience
- Citizenship & Community Engagement
- Excellence as Our Standard
- Commitment to Constant Improvement
- Diversity of People & Perspective with a Culture of Inclusiveness
- Lifelong Learning
- Environment of Collaboration

Section Two – Instructions to Proposers

A. Proposal Response Guidelines

Proposals should be addressed and delivered to the Financial Services office on or before 11:00am CST on the proposal due date, October 04, 2019.

Auburn University at Montgomery
Financial Services
PO Box 244023
Library Tower #909

Proposals should be in a fully and completely sealed envelope marked with:

Company Name

RFP Number

Date and Time Proposal is due

The University reserves the sole and exclusive right to reject or accept any or all proposals and to waive any informality in proposal. The best interest of the University and their subsequent facilities shall be considered as the number one determining factor in selecting or not selecting a Proposer.

No department, school, or office at the University has the authority to solicit official proposals other than Financial Services. All solicitation is performed under the direct supervision of the Assistant Controller and in complete accordance with the University policies and procedures.

The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. The University will make reasonable efforts to protect proprietary information but all records are subject to State of Alabama open records laws

Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give a presentation to the selection committee. Financial Services will schedule the presentations.

The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the contractor will make every effort to use SB & SDB in the performance of this contract. Reporting will be required throughout the duration of the contract indicating the extent of SB & SDB participation.

The Suppliers shall indemnify, defend, and hold harmless the University, its officers, agents, and employees from any claims, damages, and actions of any kind or nature arising from or caused by the use of any materials, goods, equipment, or services furnished by the Supplier, provided that such liability does not attribute to the sole negligence of the University.

Read and comply with all instructions, specifications, General Terms and Conditions, and Bid Conditions.

The successful Supplier will have to attest to the following: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ

an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

The successful bidder will be required to comply with E-Verify and submit documentation through the Auburn University Vendor Center.

B. Required Pre-Proposal Site Visit

Prior to proposal submission, Contractors are **REQUIRED** to visit the facilities at AUM, in order to make a complete survey of the systems specified and gather any information not included in this specification that is necessary for the contractor to submit an accurate and true proposal that fulfills the requirements set forth in this document.

September 24, 2019 at 11:00am CST
Auburn University at Montgomery
Facilities Main Office
Taylor Center 304
7400 East Drive
Montgomery, Alabama 36117

Scheduling Contact: Ashley Thorne | athorne@aum.edu | 334.244.3341

Section Three – Form of Proposal

A. Proposal Format

Submit one (1) original of the proposal in hard copy form and one (1) complete electronic copy of the proposal on USB Flash Drive. ***Failure to include the original response and all signed copies may be grounds for rejection of your initial response without further evaluation.***

Original proposal must be on 8-½ x 11 text weight paper, using binding tabs that will facilitate the distribution and evaluation of the proposals.

The original hard copy response must be spiral bound, tabbed and numbered as described on the following page.

- Copies must be bound but may be bound using alternative binding.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the proposer must provide information following the numbered tab, telling the evaluator where the information can be found in the response.

The outer carton of the response must include the name of Company, RFP number, and due date and time.

Questions and requests for information may not be rearranged, regrouped, or divided in any way.

No telephone, facsimile or telegraphic proposals will be considered. Proposals received after the time for closing will be returned to the proposer unopened.

B. Tabular/Paginated Format

- Tab One - Completed and signed documents:
 - Cover Page
 - Vendor Response/Quotation Page
 - State of Alabama Vendor Disclosure Statement
- Tab Two - A one to two page executive summary of the proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the RFP, and how the proposer plans to address the University's requirements.
- Tab Three - Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this RFP process. Please include a description of the type of team that would be assigned to this project.
- Tab Four - A listing of the company projects/customers similar in size and scope to the services described in the RFP within the last five years. This list must include the name, address, telephone, and email address of the client contract administrator. If applicable, please list examples of services rendered in the state of Alabama, particularly within institutions of higher learning.
- Tab Five – A pricing structure should be provided here. The project price quote provided should be inclusive. Contractor shall provide an annual cost proposal, with any yearly price escalation clearly documented, based on the specifications listed in §4.A. It is the responsibility of the contractor to determine if any services are required outside the scope of the specification to ensure the success of the integrated pest control. All proposals must contain the prospective contractor's unit pricing for each of the buildings listed in Attachment F.
- Tab Six – Please provide a detailed description of how all the minimum specifications/deliverables (listed in §4.A) will be met. Please include any assumptions that may be made.
- Tab Seven – Additional comments and exceptions to any terms and conditions

Section Four – Minimum Specifications and Project Overview

A. Deliverables Required

Pests Included and Excluded

1. The Contractor Shall Adequately Suppress the Following Pests:
 - a. Indoor populations of rodents, insects, arachnids, and other arthropods.
 - b. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.
 - c. Nests of stinging insects within the property boundaries of the specified buildings.

- d. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarms emerging indoors.
2. Populations of the Following Pests are Excluded From This Contract:
 - a. Birds, bats, snakes, and all other vertebrates other than commensal rodents.
 - b. Termites and other wood-destroying organisms.
 - c. Mosquitoes.
 - d. Pests that primarily feed on outdoor vegetation.

Initial Building Inspections

The Contractor shall complete a thorough, initial inspection of each building or site at least ten (10) working days prior to the starting date of the contract. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building space shall be coordinated with University Facilities. University Facilities will inform the Contractor of any restrictions or areas requiring special scheduling.

Pest Control Plan

The Contractor shall submit to University Facilities a Pest Control Plan at least five (5) working days prior to the starting date of the contract. Upon receipt of the Pest Control Plan University Facilities will render a decision regarding its acceptability within two (2) working days. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have two (2) working days to submit revisions. The Contractor shall be on-site to perform the initial service visit for each building within the first five (5) working days of the contract.

The Pest Control Plan shall consist of five parts as follows:

1. Proposed Materials and Equipment for Service: The Contractor shall provide current labels and Material Safety Data Sheets for all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.
2. Proposed Methods for Monitoring and Detection: The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.
3. Service Schedule for Each Building or Site: The Contractor shall provide complete service schedules that include weekly or monthly frequency of Contractor visits, specific day(s) of the week of Contractor visits, and approximate duration of each visit.

4. Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.
5. Commercial Pesticide Applicator Certificates or Licenses: The Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.

The Contractor shall be responsible for carrying out work according to the approved Pest Control Plan. The Contractor shall receive the concurrence of the University Facilities prior to implementing any subsequent changes to the approved Pest Control Plan, including additional or replacement pesticides and on-site service personnel.

Record Keeping

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on-site and maintained on each visit by the Contractor. Each logbook or file shall contain at least the following items:

1. Pest Control Plan: A copy of the Contractor's approved Pest Control Plan, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.
2. GSA Forms 3638: Field Office copies of GSA Form 3638, Pest Control Work and Inspection Report, or an equivalent. These forms will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building or site, the Contractor's employee performing the service shall complete, sign, and date the Form 3638, and return it to the logbook or file on the same or succeeding day of the services rendered.
3. Contractor's Service Report Forms: Customer copies of the Contractor's Service Report Form, documenting all information on pesticide application required by statute in the jurisdiction where service is actually performed. These forms shall not be mandatory if all required information on pesticide application is included on the GSA Pest Control Work and Inspection Report.

Manner and Time to Conduct Service

1. Time Frame of Service Visits: The Contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled service time set forth in the Pest Control Plan, the Contractor shall notify University Facilities at least one (1) day in advance.
2. Safety and Health:

- a. The Contractor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, state, and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
 - b. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
3. Special Entrance: Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by University Facilities. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan.
4. Uniforms and Protective Clothing: All Contractor personnel working in or around buildings specified in this contract shall wear distinctive uniform clothing. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used.
5. Vehicles: Vehicles used by the Contractor shall be identified in accordance with state and local regulations.

Special Requests and Emergency Service

On occasion, University Facilities may request that the Contractor perform corrective, special, or emergency service(s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within three (3) hours after receipt of the request.

Contractor Personnel

Throughout the term of this contract, all Contractor personnel providing on-site pest control service must maintain certification as Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under this contract.

Use of Pesticides

The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide use:

1. Approved Products: The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by University Facilities.
2. Pesticide Storage: The Contractor shall not store any pesticide product in the buildings specified in this contract.
3. Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area. Requests for preventive pesticide treatments in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by University Facilities on a case-by-case basis. Written approval must be granted by University Facilities prior to any preventive pesticide application.
4. Minimization of Risk: When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

Insect Control

1. Emphasis on Non-Pesticide Methods: The Contractor shall use non-pesticide methods of control wherever possible. For example:
 - a. Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
 - b. Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.
2. Application of Insecticides to Cracks and Crevices: As a general rule, the Contractor shall apply all insecticides as “crack and crevice” treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.
3. Application of Insecticides to Exposed Surfaces or as Space Sprays: Application of insecticides to exposed surfaces or as space sprays (“fogging”) shall be restricted to exceptional circumstances where no alternative measures are practical. The Contractor shall obtain approval of University Facilities prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
4. Insecticide Bait Formulations: Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
5. Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

Rodent Control

1. Indoor Trapping: As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by University Facilities. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
2. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of University Facilities prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
3. Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:
 - a. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
 - b. The lids of all bait boxes shall be securely locked or fastened shut.
 - c. All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
 - d. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
 - e. All bait boxes shall be labelled on the inside with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and each servicing.

Structural Modifications and Recommendations

Throughout the term of this contract, the Contractor shall be responsible for advising University Facilities about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the suggested modifications are implemented. The Contractor will not be held responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by University Facilities on a case-by-case basis. The Contractor shall obtain the approval of University Facilities prior to any application of sealing material or other structural modification.

Program Evaluation

University Facilities will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

Quality Control Program

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the Contracting Officer. The program shall include at least the following items:

1. Inspection System: The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or University Facilities identifies the deficiencies.
2. Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the Contractor as well as every task required to be performed.
3. File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to University Facilities upon request.
4. Inspector(s): The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

B. Insurance Requirements

- The successful Proposer and any subcontractor(s) must submit appropriate documentation outlining insurance coverage which ensures protection against death, bodily injury, property damage, and information risk exposures presented by this program and its system(s).
- Listed below is the insurance the successful Proposer and any subcontractor(s) should maintain under any agreement resulting from this RFP. In no event should the successful Proposer construe these minimum required limits to be its limit of liability to Auburn University at Montgomery.
- The successful Proposer and any subcontractor(s) will maintain insurance which meets or exceeds the requirements of Auburn University at Montgomery with insurance companies that hold at least an A-financial rating. No agreement will be executed by Auburn University at Montgomery until the successful Proposer satisfies the insurance requirements of Auburn University at Montgomery.
- The successful Proposer and any subcontractor(s) will be required to provide Auburn University at Montgomery with a valid Certificate of Insurance before providing any goods or services to Auburn University, and the certificate shall include a thirty (30) day notice of cancelation clause. Auburn University at

Montgomery reserves the right to approve any insurance proposed by the successful Proposer.

- The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to Auburn University at Montgomery. If the insurance is canceled or terminated prior to completion of the Contract, the successful Proposer shall provide a new policy with the same terms. The successful Proposer agrees to maintain continuous, uninterrupted coverage for the duration of the contract.
- All insurance coverage shall be issued by an insurer licensed by the Insurance Commissioner to conduct business in the State of Alabama and have a minimum current A.M. Best rating of A.
- Each policy shall be endorsed to be Primary and Non-Contributory to any insurance held by Auburn University at Montgomery.
- The successful Proposer and any subcontractor(s) will provide a valid Certificate of insurance that either meets or exceeds the following liability requirements:
 - Commercial General Liability
 - The successful Proposer and any subcontractor(s) shall provide and maintain public liability and property damage insurance of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate that protects the successful Proposer and Auburn University at Montgomery and their officers, agents and employees from any and all claims, demands, actions and suits for damage to property, products or completed operations, or personal injury arising from the successful Proposers work under the contract.
 - Workers Compensation & Employers Liability
 - The successful Proposer and any subcontractor(s) shall provide and maintain, in compliance with state workers' compensation and employers liability law, of not less than \$1,000,000 per occurrence prior to the performance of any work under a Contract awarded by Auburn University at Montgomery. The successful Proposer shall comply with the Workers' Compensation law, and the successful Proposer shall maintain coverage for all subject workers and shall maintain a current, valid certificate of workers compensation insurance on file with Auburn University at Montgomery for the entire period during which work is performed under this contract.
 - Automobile Liability
 - The successful Proposer and any subcontractor(s) will provide a minimum combined single limit of liability of not less than \$1,000,000 per occurrence. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the successful Proposer and their employees.
 - Errors and Omissions

- The successful Proposer and any subcontractor(s) will maintain a minimum Limit of Liability Insurance of \$1,000,000 per claim for professional errors and omissions covering the services as set forth in this RFP, particularly as it relates to any consulting or IT Services.
- Additional Insured
 - Auburn University at Montgomery will be named as an Additional Insured, and the proper name is "Auburn University at Montgomery, its Board of Trustees, its directors and officers, employees, and agents."
 - Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount(s) for which the insurer would have been liable if only one person or interest had been named as insured.

Section Five – Bid Conditions

A. Contract Term and Termination

The Initial Term of the Contract awarded by this RFP shall be for a three (3) year period.

Upon mutual agreement between the successful Contractor(s) and the University, this Contract may be renewed annually two (2) times up to a period of five (5) years with the same qualifications and under the original terms and conditions if it is in the best interest of the University. Annual renewal shall be contingent upon the University's satisfaction with the Contractor's performance and compliance with the RFP requirements. The successful Contractor(s) should furnish the written agreement to Auburn University at Montgomery ninety (90) days prior to the renewal year.

Either party may terminate this agreement effective ninety (90) calendar days after providing written notice to the other party that such party has breached any material provisions of this agreement if such other party fails to cure said breach within the thirty (30) day notice period. Such notice shall set forth the basis of the termination.

Auburn University at Montgomery may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

Auburn University at Montgomery will issue a purchase order upon review of contract and required documents prior to payments.

Auburn University at Montgomery reserves the right to add additional goods and/or services due to expansion or growth of campus, subject to current contract pricing as awarded by the specifications of this document and mutually agreed upon by contractor.

B. Evaluation Criteria

Proposals will initially be evaluated for completeness and compliance with the mandatory requirements listed in the respective sections of the RFP. Those proposals which are incomplete, which do not meet all mandatory requirements of this RFP, or are otherwise deemed by Auburn University at Montgomery to be "non-responsive" will be rejected.

Subsequently, proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to:

- Price – 50%
- Ability and plan to provide required deliverables – 35%
- Company qualifications, experience, and references – 15%

Section Six – AU General Terms and Conditions

1.0 – General Terms and Conditions

1.1 – These terms and conditions are hereby incorporated into this quote/bid and apply in like force to any subsequent contract order resulting from this bid quote/bid. Some conditions listed herein may not apply due to the nature of the product or service, or the manner in which it is procured.

1.2 – Whenever and wherever items of materials or equipment have been identified by describing a proprietary product, the identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that will be satisfactory to the University. Bids offering equal or alternate materials and equipment will be considered for award provided such items are clearly identified in the bids, and are determined by Auburn University to be of equal value in all material respects to the proprietary items specified.

Unless the firm submitting the bid has clearly indicated in its bid that it is offering an "equal," or "alternate" items the bid shall be considered as offering the items as specified in the invitation for bids/ quotations.

If the firm submitting the bid plans to furnish an equal or alternate items, the brand name and identifying numbers and/or letters are to be inserted in the spaces provided or shall be otherwise clearly identified in the bid. The evaluation of the bids and the determination as to quality of the product offered shall be the responsibility of Auburn University. The bid award shall be based on the information furnished by the bidder or identified in the bid, as well as information reasonably available to the Procurement Services.

1.3 – The University will consider acceptable substitutes that meet, or exceed the quality of materials and workmanship of the items specified in the bid/quotation. Substitutions shall be of the same general design, size and style.

All proposed substitutes submitted must be accompanied by illustrations showing the design and style. Each illustration is to have on it, or attached to it, the item number of the specified piece to which it is an alternate. Sizes shall also be included.

All substitutes shall be listed in the spaces provided. Should additional space be required, the bidder shall use separate sheet of paper to list alternates. Any additional list should be prepared in like form to the bid document.

Auburn University will consider all proposed; however, it is not bound to any which, in the University's opinion, is not in the University's best interest.

1.4 – Any deviation from these general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the bidder's letterhead and over the signature of the person authorized to sign the bid form. Such appendages shall be considered part of the bidder's bid form. In the absence of any statement of deviation or exception, the bid shall be accepted as being in strict compliance with all terms and conditions.

1.5 – There are no Federal or State laws that prohibit vendors from submitting bids/quotes lower than a price or bid given to the U. S. Government.

1.6 – The successful bidder may be required to furnish a monthly or quarterly summary of purchases made under the provision of the contract. The format and frequency of the report will be determined by the University.

1.7 – Auburn University reserves the right to require a performance bond from the successful bidder at the discretion of the University's Procurement Professional. Unless specifically to the contrary in the bid documents, the cost of the bond shall be paid for entirely by the successful bidder.

When required, the proper and timely submission of any performance and payment bonds is a material condition for award/performance of this order. Vendor is not authorized to proceed with work and/ or deliveries unless all required bonds have been obtained, are acceptable to and received by the University.

1.8 – Failure of the successful bidder to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the successful bidder liable for the difference between the "open market" and the quoted price where emergency purchases become necessary.

1.9 - Any and all items received under a resulting contract will be subject to inspection and testing to determine the quality and to ascertain that they meet specifications.

1.10 – Samples, when required, must be furnished free of expense after the opening of the bid and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten days following the opening of

bids/quotations, unless otherwise stated. Each individual sample must be labeled with the bidder's name and item number.

1.11 – Deliveries shall be F.O.B. Auburn University (destination). Delivery by the successful bidder to the common carrier will not constitute delivery to the University.

1.12 - Successful bidder must agree to replace, free of charge, all defective items delivered under contract. All transportation charges covering return and replacement of items is to be done by the successful bidder.

1.13 - Payment for any item delivered may be withheld until all items and conditions have been complied with in full.

1.14 - It is agreed and understood that the bidders may attend the bid opening and may inspect the bid tabulation. However, no information will be given out as to opinion concerning the ultimate outcome while consideration of the award is in progress. Information regarding disposition will be available after an award is made and upon request.

1.15 – The successful bidder shall maintain, or have available for his own use, an inventory sufficient to make delivery within the time specified in this bid/quotation, provided that no default shall occur to deliver in less than the number of days stated in this bid/quotation from the date of receipt of notice to ship/deliver.

1.16 – Auburn University is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the University. In making an award, intangible factors such as the service capability, integrity, facilities, equipment, reputation and past performance of the firm submitting the bid may be weighed. When other factors are clearly stated in the bid document, they will also be used in determining an award.

In the case of a tie for low cost, the Procurement Official may use the following: If one of the bidders has an existing contract and performance on an existing contract is satisfactory, this bidder gets the award.

Conversely, if performance on an existing contract is documented as not satisfactory, award goes to the other tie bidder. If one tie bidder is local, preference may be given to that bidder.

1.17 – All additional charges such as shipping, installation, insurance or other cost must be fully itemized with the bid/quote. Charges not specified at the time of the bid/quote will not be honored.

1.18 – It is mutually agreed by and between Auburn University and the bidder that the University's acceptance of the bidder's offer by the issuance of a Purchase Order shall create a contract between the two parties. Any exceptions taken by the bidder, which are not included in the Purchase Order, will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this bid/quote and information

submitted by a bidder, the terms and conditions of this bid/quotation and resulting Purchase Order will govern.

1.19 – The successful bidder must provide service manuals with full documentation and schematics when applicable and appropriate.

1.20 – The apparent silence of this specification and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point shall be regarded as meaning that the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made on the basis of this statement.

1.21 – Should it become necessary in order to evaluate a bidder's qualifications, the University may require the bidder to furnish information as indicated below:

1. Financial resources
2. Personnel resources
3. Executive or key person resumes
4. Evidence of ability to meet delivery schedule
5. Ability to meet specification quality requirements
6. Availability of production capacity

1.22 – In the event that the successful bidder fails to make delivery of acceptable goods on or before the agreed delivery date and the University expends unreasonable time, effort, telephone calls and correspondence, the University will bill the supplier at a reasonable cost for such and deduct it from the applicable invoice.

1.23 – Any Purchase Order/contract resulting from this bid/quotation can be cancelled without penalty if any of the following conditions exist:

- a. Breach of contract
- b. The vendor fails to furnish a satisfactory performance bond within the time specified when such a bond is required.
- c. Failure of the vendor to make delivery within the time specified.
- d. In the event material, supplies or equipment furnished does not meet specifications.
- e. Where the contract was obtained by fraud, collusion, conspiracy or any other unlawful means.

The Purchase Order/contract may also be cancelled by convenience by any party. The effective date of cancellation shall be thirty days of written notice of intent by one of the parties. The vendor will, however, will be required to honor all orders that were prepared and dated prior to the date of cancellation, if required to do so by the University.

1.24 – The University reserves the right to award as many term contracts for the supply of any class or type of commodity as may be to the best interest of the University.

1.25 – This section will apply when items in the bid/quotation are requested to be on a “furnish and install” basis. The successful bidder will have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirement will be submitted to the University after the receipt of a purchase order. All transportation and cooperation arrangements will be responsibility of the successful bidder. The delivery of equipment will be coordinated so that items will be delivered directly to the installation site.

This will minimize the risk of damage and avoid double handling by University personnel.

1.26 – Any alleged oral agreement made by a bidder or contractor, with any university department or employee will be disregarded.

1.27 – Prompt payment discounts (“cash discounts”) will not be considered in determining the lowest bidder.

1.28 – Successful bidder may be required to furnish policies or certificates of insurance, with Auburn University at Montgomery, its Board of Trustees, Faculty, Staff, and agents named as additional insured, as follows:

1. Workman’s Compensation – Statutory

2. Employer’s Liability - \$1,000,000.00

3. Comprehensive General Liability

a. General Aggregate - \$1,000,000.00

b. Products-Complete - \$1,000,000.00 Operations Aggregate

c. Personal & Advertising - \$1,000,000.00 injury

d. Each occurrence or single limits of - \$1,000,000.00

3. Automobile Liability

a. Bodily injury - \$1,000,000.00 Each Person \$1,000,000.00 Each Occurrence

b. Property damage or combined single \$1,000,000.00 each occurrence limit of \$1,000,000

Due to the nature of some projects, Auburn University reserves the right to require additional limits of liability coverage.

1.29 - Successful bidder agrees to comply with the conditions of all applicable Federal Non-Discrimination and Equal Opportunity laws, the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety Act of 1973 (WISHA), as amended, and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with such applicable standards and regulations. All applicable contracts will comply with the Davis-Bacon Act.

1.30 – ADVERTISING. No advertising or publicity matter having or containing any reference to Auburn University or any of its faculty/staff shall be made by successful bidder or any one in successful bidder’s behalf unless successful bidder has written consent of the University.

No public release of information, news release, announcement, denial or confirmation of this order or the subject matter hereof, shall be made without the University’s prior written approval.

1.31 - LAW. The laws of the State of Alabama shall govern any order, and the venue of any action brought hereunder may be laid in or transferred to the County of Lee, State of Alabama.

1.32 – PAYMENT TERMS. Unless otherwise specified in the purchase Order/contract terms of payment are “Net 30 days.”

1.33 – INSOLVENCY. If vendor ceases to conduct normal business operations (including inability to meet its obligations), or if any proceedings under bankruptcy or insolvency laws is brought by or against vendor, or a receiver for vendor is appointed or applied for, or vendor makes an assignment for the benefit of creditors, the University may terminate this order, without liability, except for deliveries previously made and for supplies completed and subsequently in accordance with the terms or the order. In the event of the vendor’s insolvency, the University shall have the right to procure the balance of this order from others without liability.

1.34 - CANCELLATION FOR LACK OF FUNDING. This purchase order/contract may be cancelled without further obligation on the part of Auburn University in the event that sufficient, appropriated funding is unavailable to assure full performance of its terms. The Vendor shall be notified in writing of such non-appropriation at the earliest opportunity.

1.35 - Contractor certifies that neither it, nor any of its employees who will provide or perform services under this contract, have been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR 48 C.F.R Ch 1 Subpart 9.4). Contractor will immediately notify the University if the Contractor or any of its employees who will provide or perform services under this contract is placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors.

Attachments

A. Calendar of Events

RFP Bid Issued	September 12, 2019
Onsite Pre-Proposal Meeting	September 24, 2019 at 11am CST
Deadline for Written Questions	September 26, 2019
RFP Bid Due	October 04, 2019
RFP Bid Opening	October 04, 2019 at 11am CST
Tentative Award Date	October 11, 2019

B. Vendor Disclosure Statement

Instructions and form may be found www.aum.edu/bids under Vendor Information.

C. Contract Addendum

Instructions and form may be found www.aum.edu/bids under Vendor Information.

D. Cover Page

See next pages.

E. Vendor Response/Quotation Page

See next pages.

F. List of Buildings to be Serviced

See next pages.

Cover Page

Bid ID - B0008426

Issue Date - 09/12/2019

Description - Integrated Pest Control

Name - Kailey Ingram

Phone - 334-244-3033

Via Mail

Return Original Bid To

Auburn University Montgomery

Financial Services

P.O. Box 244023

Montgomery, AL 36124

Via Courier

7430 East Drive

Library Tower 9th FL, RM 910

Montgomery, AL 36117

**This bid will be opened at 11:00 am on 10/04/2019
at Rm 910, Library Tower, Montgomery, AL 36117.**

After 8:00 AM on 10/04/2019 bids must be hand delivered to Rm 910, Library Tower, Montgomery, AL 36117.

1. Pursuit to the provisions of the State of Alabama Competitive Bid Law rules and regulations adopted there under sealed bids will be received on the items noted herein by Procurement and Business Services of Auburn University, until the date and time stated above.

Bid number and opening date must be clearly marked on the outside of all bid packages.

2. Interested bidders should review Auburn University's Standard Terms and Conditions located at ["http://www.auburn.edu/administration/business-finance/pdf/terms.pdf"](http://www.auburn.edu/administration/business-finance/pdf/terms.pdf) for additional information prior to responding to the RFB/RFP.
3. **All bids are to be "F.O.B. Destination - Freight Prepaid and Allowed."**
4. A.U. policy requires disclosure of certain information consistent with Ala. Law 2001-955, Sec. 4(a) (1) (2) & (3). By submitting your bid, or proposal, you affirm, under oath, that no relationships exist as in the referenced law. If relationships do exist, and the award amount is above \$5000, the awardee will be required to submit a more detailed form regarding these relations. No award will be made to anyone refusing to disclose the required information. This form is located at: <http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions>
5. 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.
6. Bidder certifies that neither it, nor any of its employees who will provide or perform services under this contract have been debarred, suspended or declared ineligible as defined in the Federal Acquisition Regulation (FAR 48 C.F.R. Ch 1 Subpart 9.4). Bidder will immediately notify the University if the Bidder or any of its employees who will provide or perform services under this contract is placed on the Consolidated List of Debarred, Suspended, and Ineligible Bidders.
7. Section 9 of Act 2011-535, the new Alabama Immigration Law, requires that a certification of Compliance Form and corresponding copy of the vendor one page E-Verify Company Profile Document (or MOU) be on file for certain vendors to whom contracts are awarded by the University system (including AU, AUM, ACES and AAES units). Before a contract can be awarded or a purchase order issued for these goods/services, the vendor will be required to complete this certification process on-line via the AU Vendor Center (www.vendor.auburnuniversity.net). For more information about the E-Verify process, check one of the following websites: <http://www.uscic.gov/e-verify> and <http://immigration.alabama.gov>
8. AU reserves the right to award in whole or in part, by line item, or make multiple awards, where such action serves Auburn University's best interest.

Company Name: _____

Phone: _____

Address: _____

Fax: _____

City: _____

Other: _____

State: _____

Email: _____

Zip Code: _____

Website: _____

Bids may not be faxed directly to the University in response to this Request for Quotation.

Bids must be signed in ink or it will not be considered.

Signature: _____ Date: _____

All bids submitted shall be in compliance with the conditions set forth herein. The bid procedures followed by this office will be in accordance with these conditions. All interested bidders are urged to read and understand these conditions prior to submitting a bid.

Auburn University Montgomery

Financial Services
P.O. Box 244023
Montgomery, AL 36124
Phone (334)244-3033

Vendor Response/Quotation Page

Bid ID - B0008426 Issue Date - 09/12/2019 Description - Integrated Pest Control	Via Mail	Return Original Bid To Auburn University Montgomery Financial Services P.O. Box 244023 Montgomery, AL 36124
Name - Kailey Ingram Phone - 334-244-3033	Via Courier	7430 East Drive Library Tower 9th FL, RM 910 Montgomery, AL 36117
This bid will be opened at 11:00 am on 10/04/2019 at Rm 910, Library Tower, Montgomery, AL 36117.		

After 8:00 AM on 10/04/2019 bids must be hand delivered to Rm 910, Library Tower, Montgomery, AL 36117.

Please bid the following as specified.

Item	Description	UM	QTY	Unit Price	Total Price
1	Contractor shall provide an annual cost proposal, with any yearly price escalation clearly documented, based on the specifications listed in §4.A. All proposals must contain the prospective contractor's unit pricing for each of the buildings listed in Attachment F.	Year	1		

Responses must be returned before 11:00 am CST on 10/04/19, in a sealed envelope with #B0008426 clearly marked on the outside.

Required Pre-Proposal On Site Meeting: September 24, 2019 at 11:00 am CST to begin in Taylor Center 304 located at 7400 East Drive, Montgomery, AL 36117.

Scheduling Contact: Ashley Thorne | athorne@aum.edu | 334.244.3341

Auburn University

WE PROPOSE TO FURNISH THESE ITEMS AT PRICES LISTED OPPOSITE EACH, AND GUARANTEE THAT IF THE ORDER IS PLACED WITH US WE WILL FURNISH THESE GOODS IN ACCORDANCE WITH YOUR SPECIFICATIONS SHOWN ABOVE UNLESS OTHERWISE INDICATED. IN SUBMITTING THIS BID WE STATE THAT AGREEMENT OR COLLUSION DOES NOT EXIST AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING

AUM Buildings

Name	Classification	Square Footage
Moore Hall	Academic	39,175
Administration Building	Administrative	41,912
Library Tower	Administrative	78,454
Goodwyn Hall	Academic	107,615
Education Building	Academic	29,500
Liberal Arts Building	Academic	33,906
Gym	Athletics	54,429
Clement Hall	Academic	57,527
Taylor Center	Administrative	130,091
Heating and Refrigeration Plant	Utilities	9,645
Liberal Arts Annex	Academic	13,136
Facilities Compund	Facilities	5,645
TechnaCenter	Administrative	30,566
Baseball Complex	Athletics	2,510
Softball Complex	Athletics	1,534
Wellness Center	Auxiliary	73,000
The Courtyards	156 Apartments (7 buildings total) 14 Landry rooms on each floor (2 floors per building)	70,480
The Commons	100 apartments First floor: reception area, laundry room, social room, kitchen, restrooms, and maintenance room All eight floors: hallways, trash closets, and common area	122,904
P40	150 apartments All four floors lobbies, hallways, storage rooms, common areas 1 laundry room on each floor	59,500
Warhawk Hall	150 apartments All five floors lobbies, hallways, storage rooms, common areas 1 laundry room on each floor	152,815