



PROCUREMENT

March 4, 2020

Dear Madam/Sir

REF: RFP 3044-2020 CLEANING SERVICES FOR ASU FOOTBALL STADIUM

Subject specifications for **ASU BID #3044-2020 CLEANING SERVICES FOR ASU'S FOOTBALL STADIUM** are forwarded for your consideration/bid proposal. Your "sealed bid/proposal" (i.e., in a sealed envelope/container) marked **ASU BID #3044-2020 DO NOT OPEN** must reach the Procurement Department, P.O. Box 271, Montgomery, AL 36101-0271 (Mailing Address) or 1301 West Fifth Street (Physical Address) by **Tuesday, March 17, 2020 at 2:00 P.M. CST. Late/Faxed/Emailed/Unsealed bids will not be considered.**

If you have any questions, please contact Staneshia Thomas at (334) 229-4605.

Respectfully,

Staneshia Thomas
Acquisitions Manager

Attachments (Bid/RFP Specs-30 pages

Please acknowledge receipt of specifications as soon as possible by Fax (334) 229-4954 or Email stthomas@alasu.edu.

**ALABAMA
STATE
UNIVERSITY**

Received by: _____

Date: _____

Company: _____

P.O. Box 271
MONTGOMERY,
ALABAMA
36101-0271

If not submitting a proposal, please provide reason. Thanks.

334 229 4605
334 229 4406
334 229 5156
334 229 4954 FAX
www.alasu.edu

**REQUEST FOR PROPOSAL
CLEANING SERVICES**

**For
ASU Football Stadium**

ASU RFP # 3044-2020

ISSUED DATE:

Wednesday, March 4, 2020

Requested by

Office of Facilities Management and Operations Administration
Alabama State University
915 South Jackson Street
Montgomery, Alabama 36104

OPENING DATE

Tuesday, March 17, 2020

Sealed bid proposals in original, subject to (1) the terms and conditions of the Request for Proposal, (2) the accompanying schedule, which is incorporated herein by reference, and (3) such other contract provisions and specifications as are attached or incorporated by reference in the schedule, **will be received at the above office until Tuesday, March 17, 2020 @ 2:00 pm CST**, and at that time will be publicly opened for furnishing the supplies or services in the accompanying schedule, for delivery, f.o.b. Montgomery, AL 36104. **(Late/Faxed/Emailed/Unsealed Bids will not be accepted).** Alabama State University is tax-exempt.

Contact Information for Questions

Any information provided by Alabama State University to any Vendor prior to the release of this Request for Proposal, verbally or in writing, is considered preliminary and is not binding on Alabama State University. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the bid proposal to or with any employee of Alabama State University from the date of issuance of this Request for Proposal until the contract award has been announced, unless allowed by Alabama State University Procurement Department in writing for the purpose of clarification or evaluation. No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor. Every request for such interpretation or correction should be in writing, addressed to Alabama State University, Staneshia Thomas, Acquisitions Manager, Procurement Department, 1301 W. 5th Street, Montgomery, AL 36104 or stthomas@alasu.edu.

Submittal of Questions

Staneshia Thomas, Acquisitions Manager, Procurement Department, will administer the solicitation process and will be the point of contact for purposes of this Request for Proposal. All questions and inquiries should be emailed to stthomas@alasu.edu.

In case Alabama State University finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the Request for Proposal which will be emailed, faxed or mailed to all prospective Vendors at the respective addresses furnished for such purpose.

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

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

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

In compliance with the above, the undersigned offers and agrees, if this bid is accepted, to furnish, any or all of the items upon which prices are quoted at the price set opposite each items, delivered at the designated point(s) within the time specified in the schedule.

SCHEDULE OF DATES

Request for Proposal Issued Date	Wednesday, March 4, 2020
Mandatory Pre-bid Conference/Site Visit	Tuesday, March 10, 2020 @ 2:00pm CST
Questions Submittal	Wednesday, March 11, 2020
Response to Questions Submitted	Thursday, March 12, 2020
Bid Proposals Due and Opening	Tuesday, March 17, 2020 @ 2:00pm CST
Review and Selection of Bid Proposal	Notifications will be emailed/faxed
Commencement of Contract	Upon Agreement and Acceptance of Contract

PROPOSER'S RESPONSIBILITY: Before submitting proposals, Proposers shall carefully examine the site of the proposed work and the various means of approach and access; make all necessary investigations to inform themselves as to all difficulties involved in the completion of all work under this Agreement in accordance with its requirements.

It will be assumed that the Proposer has made necessary review and investigation to determine conditions that may be encountered in performing the services as required by these specifications, and be considered as evidence of compliance with the above. The Authority will in no case be responsible for any loss or unanticipated cost to the Proposer that may result from the Proposer's failure to do so.

MANDATORY Pre-Bid Conference/Site Visit: Tuesday, March 10, 2020 @ 2:00pm CST

Total Bid Prices must include **all labor and materials/products, installation and any other associated cost. Alabama State University is tax-exempt, exemption certificate will be provided upon award.** In compliance with the above, the undersigned offers and agrees, if this bid is accepted, to furnish, any or all of the items upon which prices are quoted at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule

PRICE PROPOSAL FORM

Project	Price
ASU STADIUM	\$ _____
TOTAL PRICE	\$ _____

- 1) Prices Valid for acceptance within 60 calendar days, **unless specified.**
- 2) Delivery will be made _____ calendar days after award of contract.

SIGNATURE & NOTARIZATION REQUIRED

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

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

FEDERAL DEBARMENT REQUIREMENTS – Contractor affirms that neither Contractor nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. Contractor also affirms that within three years preceding this agreement neither Contractor nor any of its principals.

FEIN or SSN _____ Company Name _____

Address _____

Representative _____ Email _____

Telephone # _____ Toll Free # _____ Fax # _____

Authorized Signature _____ Date _____

Type/Print Signer's Name _____ Title _____

Sworn to and subscribed before me this _____ day of _____ 2019.

Notary's Signature _____ Date Notary Expires _____

Must include Notary Seal

Terms and Conditions for Federal Grant Funded Purchases

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

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

1. **Clean Air Act & Federal Water Pollution Control Act (42 USC §§ 7401-7671q; 33 USC §§ 1251-1387):** If contract exceeds \$150,000, Contractor is required to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC §§ 1251-1387). Alabama State University is required to report any violations of these acts to the federal government.
2. **Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708):** If the contract exceeds \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. sections 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous.
3. **Debarment/Exclusion (Close the Contractor Fraud Loophole Act, 41 USC § 251; FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment :** Contract affirms that neither Contractor nor any of its principals or subcontractor, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency.

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

4. **Right to Inventions made Under a Contract or Agreement (37 CFR Part 401):** If the award received from the United States of America meets the definition of “funding agreement” under 37 CFR § 401.2(a) and this contract is a substitution of parties, assignment, or performance of experimental, development or research work, Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. **Lobbying (Byrd Anti-Lobbying Amendment, 31 USC 1352):** If the cost of this contract exceeds \$100,000, Contractor will comply with all certification and disclosure requirements under the Byrd Anti-Lobbying Amendment, 31 USC 1352.
6. **Procurement of Recovered Materials (Solid Waste Disposal Act; Resource Conservation and Recovery Act):** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
7. **Davis Bacon Act:** Contractor affirms that it shall comply with all provisions of the Davis Bacon (prevailing wage) Act if applicable. Contract agrees to comply with the provisions of the Davis Bacon Act whether the contract as awarded is solely or partially funded with federal funds AND whether the contract is amended subsequent to award to include federal funding.

1. **SCOPE:** This solicitation is for **Cleaning Services**; Selected Proposer will employ qualified individuals to provide cleaning services for Alabama State University Football Stadium (hereinafter referred to as "Stadium") in strict accordance as outlined in the specifications. Awarded contract will be awarded three years, one initial year with the option to renew for an additional two years.

2. **LICENSING:** X Applicable Not Applicable

General contractors (persons, firms, or corporations) must show evidence of a state license before their bid is considered. **The current license number must be included on the outside of the sealed envelope** in which the bid proposal is delivered; otherwise, the bid will be rejected/not considered. In addition, a legible copy of the license should be included with the bid.

3. **GENERAL CONTRACTOR:** X Applicable Not Applicable

Section 34-8-1 (Chapter 8 of Title 34, Code of Alabama 1975, as amended), provides: "(a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama. (b) For the purpose of this chapter, a "general contractor" is defined to include one who, for a fixed price, commission, fee, or wage exceeding five thousand dollars (\$5,000), undertakes to construct, superintend the construction of, repair, or renovate, any swimming pool, and anyone who shall engage in the construction, superintending of the construction, repair, or renovation of any swimming pool in the State of Alabama, where the cost of the undertaking exceeds five thousand dollars (\$5,000), shall be deemed and held to have engaged in the business of general contracting in the State of Alabama and shall be subject to this chapter. (c) For the purpose of this chapter a "subcontractor" is defined to be one who constructs, superintends, or engages in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving, or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more under contract to general contractor as defined in subsection (a) or another subcontractor." Section 230-X-1-.17 provides "a license is required for the installation of machinery or equipment that becomes affixed to a structure."

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

- 5. MINORITY PARTICIPATION:** Provide any information with respect to your plans for utilization of minorities on this project and documentation, which evidences your past utilization of minorities.
- 6. OWNER:** Whenever the term "University" is used in these specifications it refers to Alabama State University.
- 7. WITHDRAWAL:** Bids may be withdrawn on written or telegraphic request received from bidder(s) prior to the opening. Negligence on the part of the bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.
- 8. BID OPENING and BID RESULTS:** Interested parties are invited to attend the bid opening. At the time fixed for the opening of the Bid, the contents will be made public for the information of bidders and others properly interested, which may be present in person or by representative.
- 9. EQUAL OR APPROVED EQUAL:** Where a definite material and/or item are specified, it is not the intention to discriminate against an equal product made by another manufacturer. It is rather intended to set a definite standard. Bidders who intend to furnish another product as an equal to that specified, **must submit with their bid current catalogs or brochures, including pictorials and sufficient specifications to support said claim of equality.** Bids submitted with insufficient evidence to determine the claim of equal/better quality will be considered non-responsive. Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to vendor at no cost to the University.
- 10. AWARD OF CONTRACT:** A. The contract will be awarded as soon as possible to the **LOWEST RESPONSIBLE BIDDER** provided his/her bid is reasonable and in the best interest of the University to accept. B. The University reserves the right to (1) Waive any informality in bids received when such waiver is in the interest of the University, (2) To accept any item in the bid unless otherwise specified by the University or the Bidder, (3) Award the contract by low bid on each item, low bid on all items, all or none, or products groups. C. The University reserves the right to reject any bids when such rejection is in the interest of the University, and to reject the bid of a bidder who is not in a position to perform the contract. The decision of the University on all such questions shall be final. In the event of any adverse decision by the University, no claim of any sort shall be made or allowed against the University.
- 11. ACCEPTANCE AND PAYMENT:** Upon delivery and with reasonable time to inspect the items/service, and upon acceptance thereof, payment will be made within a reasonable time thereafter.
- 12. EXAMINATION OF BID DOCUMENTS:** Each bidder shall examine bid documents carefully and shall make written request to the ASU Procurement Department for interpretation/clarification/correction of any ambiguity, inconsistency or error therein which he/she may discover. Any interpretation/correction will be issued as an Addendum by the Procurement Department. Only a written interpretation/correction by Addendum shall be binding. No bidder shall rely upon any interpretation/correction given by any other method.

- 13. NON-COLLUSION AFFIDAVIT:** Section 41-16-25 provides: “Any Agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void.
- 14. DISCLOSURE STATEMENT:** The successful bidder will be required to file with ASU Procurement Department a State of Alabama Vendor Disclosure Statement of relationship between contractors/grantees and employees/officials of the University. The University must complete this form prior to issuance of a purchase order.
- 15. DEFAULT OF CONTRACTOR:** Where the University determines the contractor to be in default, the University reserves the right to purchase any or all Products or Services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from defaulting contractor will be considered.
- 16. DELIVERY:** Upon agreement and acceptance of contract.
- 17. GENERAL CONTRACTORS LICENSE:** General contractors must show evidence of State of Alabama license before their bid is considered. **LICENSE NUMBER MUST BE INCLUDED ON THE OUTSIDE OF THE SEALED ENVELOPE IN WHICH THE BID PROPOSAL IS DELIVERED.** In addition, a legible copy of the license must be included with the bid.
- 18. BID BOND:** Bid shall be accompanied by a certified check, cashier's check, or bid bond issued by a surety company located and authorized to do business in the State of Alabama, in an amount equal to at least 5% of the sum of the total amount bid, but in no event more than \$10,000.

CODE OF ALABAMA 1975, SECTION 39-2-8: Execution of contracts and furnishing of performance bonds, etc., generally by bidders awarded contracts.

- 19. PERFORMANCE & PAYMENT BONDS:** Upon execution of the contract, the Successful bidder will be required to furnish Performance & Payment Bonds issued by a surety company duly authorized and qualified to make such bonds in the State of Alabama. The bond shall be no less than 10% of the total contractual amount and must be valid until all service has been completed. **The bonds must be presented to Alabama State University Procurement Department before service is begun on this project.**
- 20. Before commencing work,** the Contractor shall secure any/all necessary permits, **and shall comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations pertaining to this type project.**

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

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

23. **PROPOSAL FORMAT INSTRUCTIONS:**

A. **General Information:** This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain all the information as listed.

B. **Proposal:** The Proposer must submit one (1) original and two (2) copies of the proposal. The proposal must be divided into sections and subsections (to include consecutively numbered pages) and shall address the items listed below in detail. The proposal must be submitted in a sealed package.

1. **SCHEDULE I – MANAGEMENT PLAN**

a. **Organization and Management**

1) Organizational Chart showing responsibilities of the positions listed.

2) Narrative description of Proposer's method of operation, operational structure and the services to be provided

3) Corporate staffing plan including non-billable support staff that will be utilized in event preparation, event operation, training, recruitment, and post-event reconciliation.

4) Narrative description of staffing and location of offices (corporate, branch, local and stadium)

b. Proposer's Business History/Experience

1) Provide a description of your company, including brief history and length of time the company has been in the Cleaning Services business.

2) Provide experience with comparable contracts currently being performed with a brief description of services provided. Provide five customer references, including contract duration and customer point of contact (name and telephone number).

3) Provide information on similar accounts lost in the last 5 years. Provide reason for loss, point of contact information including name and phone number.

4) Information on any lawsuits filed against the company in the last five years.

c. On-Site Manager, Assistant Manager/Administrative Assistant, Event Manger Experience

1) Role and responsibilities

2) Work Schedule

3) Qualifications

d. Approach to Hiring Qualified and Experienced Staff

1) Provide recruitment methods, practices, and procedures that are performed on a corporate level and the local level.

2) Hiring practices outlined (interviews, background screening, termination practices, performance evaluations and disciplinary practices)

3) Method for maintaining employee records

e. **Management Programs**

1) Detailed description of training sessions for day-to-day staff, post-clean staff, and event labor staff, including but not limited to, initial orientations, site orientations, yearly review training and events-specific training. Each description should include length of training sessions, location of training and other additional materials utilized for training (training manuals, video presentations and other reference materials).

2) Describe your corporate safety program, including safety training, results of the program, frequency of training, and program documentation.

3) List of training facilitator(s) for sessions listed above including qualifications of each facilitator(s) from a corporate level and a local level.

4) Describe in detail your employment background check used to determine that employees are of good character.

f. **Transition Plan**

1) Describe your approach for accomplishing the orderly assumption of Cleaning Service responsibilities at Alabama State University Football Stadium. Describe in detail how you will interface with Authority Management and the current service provider during the transition.

2) Provide an organizational chart for your Transition Team and their roles and responsibilities.

3) Assuming an award date of April 2020 and a start date of June 2020 provide a transition timeline of activities.

2. SCHEDULE II – TECHNICAL PLAN

The Technical Plan must at a minimum, address the following.

a. Job Descriptions for Day-to-day Staffing

- 1) On-Site Manager
- 2) Assistant Manager / Administrative Assistant
- 3) Event Manager
- 4) Suite/Club Matrons
- 5) Main/Upper Concourse Porter
- 6) Floor Man
- 7) Service Level/Gate and Grounds Porter
- 8) Pressure Washer

b. Job Descriptions for Event Staffing

- 1) On-Site Manager
- 2) Assistant Manager / Administrative Assistant
- 3) Event Manager
- 4) Supervisors
- 5) Sweeper Porters
- 6) Restroom Attendants
- 7) Suite/Club Matrons
- 8) Trash/Cardboard Runner
- 9) Command Center Supervisor

c. Sample Staffing Plan

- 1) Sample staffing plan for cleaning services for a similar venue (include day-to-day and event staffing)
- 2) Staffing plans and explanation of how post-cleaning after a major event can be completed within 48 hours
- 3) Staffing plan for cleaning of back-to-back events
- 4) Day to day employees

d. Availability of Staff/Equipment

- 1) Address the availability of staff and equipment necessary to perform the work under this contract

3. Communications (System provided by Proposer)

1) Authority approved radios and base station

- a. Proposer will provide determined amount of radios for day-to-day staff.

b. Proposer will provide determined amount of radios to supervisors for event staffing. Note: the total number of radios will be determined at time of awarded contact.

c. The Proposer will supply all event-related materials, including, but not limited to, lanyards, printed materials such as stadium maps, etc.

4. **Uniforms**

a. Uniforms shall be provided by the Proposer at the Proposer's sole cost. The Authority requires that all Proposers shall comply with the Authority's dress code. Proposer is responsible for cleaning/maintenance of uniforms. Proposer shall insure that all personnel wear the approved shirt, shoes and trousers at all times while performing duties on the Authority's premises. The uniform must be neat and clean in order to present the best possible image while on duty.

5. **PROPOSAL EVALUATION**

A. **Evaluation and Selection Process:**

1. A selection committee hereinafter referred to as the "Committee" will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The Committee will be comprised of selected persons with background, experience, and/or professional credentials in relative service areas. The Procurement Department will distribute to each member of the committee a copy of each technical proposal. During the evaluation process, the Procurement Department will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

RETURN SEALED BID PLUS TWO COPIES TO:

Via Regular Mail

Alabama State University
Procurement Department
ASU RFP #3044-2020 Do Not Open
PO Box 271
Montgomery, AL 36101-0271

Via Courier

Alabama State University
Procurement Department
ASU RFP #3044-2020 Do Not Open
1301 West 5th Street
Montgomery, AL 36104

SCOPE OF SERVICES

PURPOSE: The purpose of this Request for Proposal is to solicit bid proposals for services to be performed on the campus of Alabama State University. The contract issued as a result of this RFP will cover routine maintenance and or cleaning services campus wide. Proposer shall provide personnel to staff all Stadium events held at Authority's facility including parking lot events and to provide regular day-to-day custodial requirements in accordance with the specifications. Personnel provided should include but not be limited to On-Site Manager, Assistant Manager / Administrative Assistant, Event Manager, Supervisors, Sweeper porters, Restroom porters, Suite/Club matrons, Trash/Cardboard runners, Pressure washers and Floor man provided by Proposer.

Proposer shall recruit, train, supervise, direct, discipline, and if necessary, discharge personnel working on Proposer's behalf for Authority. Employees and service providers will adhere to Authority's practices and policies including grooming standards, drug abuse, smoking, eating, using offensive language, fighting, etc., along with Alabama State University Football Stadium Security Policies and Procedures. Proposer shall cause all of its employees and service providers to behave in a friendly, respectable and courteous manner toward all guests, patrons, Authority staff, management and Licensee.

Thorough knowledge of the stadium and stadium policies will be the responsibility of the Proposer and all staff employed by the Proposer. Proposers' employees will abide by all policies that stadium event employees abide by unless mutually agreed upon by both parties (Stadium Policy Included)

FACILITIES TO BE SERVICED: Alabama State University Football Stadium 915 S. Jackson Street Montgomery, Alabama 36104

- A. Alabama State University stadium offices, (including all event-related rooms, i.e., police, security, jail cells, ticket taker room, money room and counting room
- B. Club lobbies/buffets and club lounges (including party terrace, concourse, elevators, hallways, all club restrooms and storage rooms)
- C. Luxury suites, elevators, lobbies, terraces and adjoining hallways
- D. All press level booths, press elevator and surrounding hallways
- E. Team locker rooms and adjacent interview rooms
- F. Officials' locker rooms
- G. National and local broadcast and storage rooms
- H. Cheerleader's locker rooms/Green Room

- H. Dining/post game media room
- I. Ticket office
- J. All first aid rooms (service, main and upper levels), disabled elevators and landings
- K. Scoreboard Control Room.
- L. North and South Scoreboard Camera Landings.
- M. Under retractable seating and grandstands.
- N. All service level restrooms
- O. All janitor and trash chute closets.
- P. All service level hallways, freight elevators, and interior dock spaces and corridors
- Q. Stadium seating bowl (approximately 24,617 seats)
- R. Seating bowl drain baskets.
- S. Field wall Pads.
- T. Stadium concourses, walkways, ramps and stairways
- U. Concourse restrooms
- V. Public entry gates and plazas
- W. Club and suite entry areas
- X. Loading docks/driveway entrances and (2) compactor rooms
- Y. All landscaped areas
- Z. All asphalt and grass parking lots and adjacent sidewalks, including the Legend Field lot.
- AA. All grass parking lot areas under the control of the Authority to include, but not limited to, all City, County and State right-of-ways and drainage ditches

NOTE: It is possible that future modifications to the facilities will require a change in the scope and specifications hereof. Should that occur, a scope revision and equitable adjustment in fees will be mutually agreed upon.

POSITIONS REQUESTED: Day-to-day positions will include On-Site Manager, On-Site Assistant Manager/Administrative Assistant, Suite/Club Matrons, Pressure Washers, Main/Upper Concourse Porter, Floor man and Service Level/Gates Porter. Event day positions include On-Site Manager, Event Manager, Supervisors, Sweeper Porters, Trash/Cardboard Runners and Restroom Porters. Some of these positions may be seasonal and all positions or changes in positions will be subject to the approval of the Director of Facilities.

EQUIPMENT TO BE SUPPLIED BY CONTRACTOR: The Proposer will provide all equipment to be used and dedicated to the Alabama State University site. The equipment will be new or in good working condition and of a name brand. The Proposer's equipment shall be of the size and type suitable for accomplishing the various phases of the work described herein. Equipment considered by the Authority to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. Contractor will be expected to repair, replace or rent appropriate equipment as necessary to perform cleaning services. Maintenance records of the equipment shall be provided on a quarterly basis to the Authority. Notice must be provided to the Authority if any equipment is deemed non-operational for any period. Equipment listed below will be available at all times for day-to-day employees as deemed necessary by Authority. Quantities listed below are minimum requirements and additional equipment may be necessary from time to time.

EVALUATION

FORMAT FOR BID PROPOSALS

Evaluation Matrix

To insure that all Request for Proposals are fairly evaluated, scored and ranked, it is very important that the proposals are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

Point System: All proposals will be evaluated on the following point scale.

- **Scope of Services** **20 Points**
(Evaluated based on the description of how day-to day custodial requirements will be met.) ex. the use of products, equipment etc.
- **Adequacy of Staffing and Supervision** **20 Points**
(Evaluated based on the amount of staff and their position described in detail.)
- **Related Experience** **20 Points**
(Evaluated based on years providing services needed and/or amount of businesses those services have been provided to.)
- **Safety Program/Training of Personnel** **20 Points**
(Evaluated based on training of staff) Ex. Hands-on, virtual etc.
- **Distance to Sites** **10 Points**
(Evaluated based on the miles between vendor and stadium)
- **Pricing** **10 Points**
(Evaluated based on competitive pricing)
- Total Written Proposal** **100 Points**

THE NEW ASU STADIUM

REGULATION POLICY MANUAL

Admittance Rule

All gates will open approximately 2 hours prior to kickoff. **ALL PERSONS MUST HAVE A TICKET FOR ADMISSION INTO STADIUM.** Patrons can use designated gates for admittance into ASU stadium. Tickets should be retained throughout the game to allow ushers to verify seat locations to which holders are entitled.

Alcoholic Beverage Regulation

Alcohol may not be brought into ASU stadium. Alcohol may only be served through the university's food and beverage provider in designated areas. These regulations are the law and will be strictly enforced. All guests will be required to show valid photo ID indicating legal proof of age when purchasing alcohol in the ASU stadium. Alcohol sales are limited to two (2) drinks per person per transaction. All public alcohol sales will end at the completion of the third quarter. (Suit holders are excluded from this policy. See suite holder contract for more information.

Animals

Certified service animals for guests with disabilities are welcomed in ASU stadium. All service animals must remain on a leash or in a harness at all times. No other animals are allowed in the stadium.

Bag Searches

For your safety, bag searches will be performed at all entrances to ASU Stadium. A clear bag regulation has been implemented. Bag size must be no larger than 12x12x6 inches. In order to expedite this process, please leave all unnecessary items and have any items open for search before you approach a gate. Items not permitted into ASU stadium must be returned to your vehicle or discarded. Staff may not store or hold items for you until postgame. Please see Prohibited Items section for a list of items not permitted to be brought into ASU Stadium. Please be aware that at certain times pat-down searches or additional security measures may be

implemented upon all persons entering ASU Stadium. Please be prepared and arrive early to the game to allow for this extra security procedure.

Banners and Signs

Banners and signs are prohibited in the ASU Stadium.

Berm Seating

The grass seating area is located at the west end zone. Children 13 & under must be accompanied by an adult while in the grass berm area. Running, rolling or playing is prohibited in the berm. No chairs of any kind are allowed; however, blankets are permitted.

Buses

No charter buses are permitted on campus on game day. Only team buses are allowed on campus on game day. All buses must contact the Department of Public Safety at 334-229-4400 ahead of time to arrange for parking.

Cameras and Video Recorders

Professional video cameras, camera stands, tripods, and video recorders are not permitted in ASU Stadium without prior written permission from the University's Sport Information Department. Fans must not block any aisles or the view of other fans while taking pictures.

Campaigning

Campaigning is prohibited on ASU campus and inside ASU Stadium. No picketing, leafleting, sign, displays, or peddling is permitted.

Club Lounge Access

Club Lounge will open two (2) hours prior to kick-off. Guests may enter ASU Stadium at Gate D located on the South Side of the stadium behind the Life Science Building. Club Lounge is located on the Lower Concourse Level. Club Lounge guests will be issued a wristband upon entrance into the Club Lounge for access.

Concessions

Concession stands are located throughout ASU Stadium on each level and offer a variety of food, alcohol and non-alcoholic beverages.

Disability Services

Entrance

All gates at ASU Stadium are designed for accommodating guests with disabilities. Guest Services or an usher can assist you with any questions. Wheelchairs are available at Guest Services, but are not provided for use throughout the game.

Seating

Patrons must have a reserved ticket designated for disabled seating area in ASU Stadium. For disabled seating tickets, call the ASU Ticket Box Office at 334-229-4551. Elevators are located on the Main Concourse level to access upper seating areas.

Parking

ADA parking is available at \$15 per vehicle on campus on a first-come first-served basis. Person must have an ADA state placard or license plate. Handicap parking is available at Abernathy Hall front parking lot, Zone O. See Parking Map

Elevators

Elevators are located on each level on the South Side of ASU Stadium. Elevator access is limited to credential holders (Suite Level, Press Level, and Media) and wheelchair patrons only.

Emergency

During a game in the event of an emergency, please notify the nearest usher or police officer. Guest Services is located on the Lower Concourse Level near Section 101 or call 334-229-5900. When placing the emergency phone call, please report your name and seat number to Guest Services so you can be easily located.

In addition, there are emergency call boxes located inside ASU Stadium and at various locations around campus. The emergency boxes are marked with a blue light on top. Pushing the call button connects you to the University's Police Department that identifies the caller's location.

In the case of emergency, the public address announcer will notify fans of developing situations, including inclement weather (i.e. dangerous winds, tornadoes, electrical storms, etc.), firepower failure, and game delays. These announcements are made to let fans make informed decisions concerning their well-being and provide specific instructions about what to do.

Entrances and Gates

Gates will open two (2) hours prior to kickoff. Please use the following gates for easy access to seating section and to assist with crowd control.

- ☐ Gate A – C: South Gate (Sections 101 - 113, Sections 201 – 213)
- ☐ Gate D: South East Gate (Suites, Club Lounge, Loge and Party Terrace) Press/ Media Only
- ☐ Gate E: North East Gate (Sections 114 – 122, 123 – 128) Students/ High School Coaches
- ☐ Gate F – G: North Gate (Exit Only)
- ☐ Gate H – I: North West Gate (Sections 129 – 135) Berm/Visitors

Evacuation Procedures

The University's Department of Public Safety is trained to handle an emergency that arises. Should an evacuation become necessary, listen for instructions from the public address announcer. ASU Stadium law enforcement officers will direct you to the nearest exit. Assist other patrons who may need your assistance. All exits and emergency exits in the stadium are clearly marked. See Stadium Evacuation Plan Fan Code of Conduct Alabama State University is committed to creating a safe, comfortable, and enjoyable experience for all of our fans, both in ASU Stadium and in the parking lots, we control on game day. Guests are encouraged to respect the rights of others and to be considerate and courteous to fellow patrons. The following behavior is unacceptable:

- ☐ Interference with the progress of the game (Including throwing objects onto the field)
- ☐ Intoxication or other signs of impairment related to alcohol consumption that result in rude or irresponsible behavior
- ☐ Behavior that is truly, disruptive, or illegal in nature
- ☐ Fighting, taunting or threatening remarks or gestures
- ☐ Foul or abusive language or gestures
- ☐ Sitting in a location other than the Guest's ticketed seat
- ☐ Standing, sitting, or loitering in aisles
- ☐ Standing on seats or chairs

- ☐ Smoking in any area of the Stadium
- ☐ Inappropriate displays of affection are not allowed in a public setting
- ☐ Public indecency
- ☐ Possession and/or use of illegal drugs or firearms
- ☐ Obscene, indecent, or offensive clothing
- ☐ Failing to comply with instructions from ushers, parking attendants, security or law enforcement
- ☐ Interfering with other fans ability to enjoy the game Guests who are acting in a disruptive manner will be subject to ejection from ASU Stadium. Evicted guests are not welcome to return for the remainder of the game and may be subject to further action, including the revocation of season tickets.

First Aid

Emergency First Aid (ambulance service) is available on the South Lower Concourse Level near Gate C of ASU Stadium.

Guest Services

Guest Services will open two (2) hours prior to kickoff. Guest Service Attendants will be glad to assist you with general information or helpful services. Guest Services is located on the Lower Concourse Level at Section 101 or by calling 334-229-5900 on game day.

Lost and Found

Lost items should be taken immediately to ASU Stadium Guest Services. Guests needing assistance in retrieving lost items during games may proceed to Guest Services. Any items not claimed game day would be turned over to the University's Department of Public Safety (334-229-4400). Items will be held for 30 days.

Lost Children

If you are separated from a child, please proceed to Guest Services for assistance. In addition, if you should find a child that has been separated from his or her group, please request assistance from the nearest staff person or police officer. If outside of the Stadium, please call 334-229-4400.

Media Entrance

Media/Press entrance is located at Gate D on the South East side of ASU Stadium. Proper media credentials must be acquired prior to game day.

NCAA Rules/Compliance

As a representative of the ASU family, it is important to ensure that no extra benefits are provided to any athletic prospect that could damage their eligibility if they have any interest in pursuing collegiate athletics. If you have any concerns, you may want to contact a representative from the Athletic Department Compliance Office at 334-229-7636. They are happy to answer any questions regarding NCAA rules before potentially jeopardizing any student's ability to participate in intercollegiate athletics.

Parking Information

On Campus Parking

Parking is limited on campus on game day. ASU offers premium parking spaces in designated areas for \$15 per vehicle. Parking is on a first-come, first-served basis. Parking lots will open at 6:00am on game day.

Reserved Parking

Reserved parking on campus requires a parking pass. Reserved parking on campus is reserved for suite holders, club, and loge season ticket holders. All parking ticket holders in a reserved parking lot must display an appropriate parking permit at all times for each space being occupied.

Traffic Flow

ASU has a detailed ingress and egress traffic plan. On game day, several streets on and around campus will be closed or designated as a one way only. See Ingress/Egress Traffic Plan map

Press Box

Only approved members of the media, authorized ASU staff, and Visiting team staff are permitted access to the Press Box. (Credential Required)

Prohibited Items

All items carried to ASU Stadium, are subject to search. In the event that items are revealed during a search, guests must dispose of the items prior to entry. There is no storage area to leave prohibited items, therefore, guests are asked to return them to vehicles before entering ASU stadium gates. The following

Items are prohibited:

- ☐ Backpacks or bags larger than 12x12x6 inches
- ☐ Beach balls
- ☐ Coolers, bottles, cans, or other containers
- ☐ Fireworks
- ☐ Horns or artificial noisemakers
- ☐ Infant seats or strollers (there is no storage space for them)
- ☐ Illegal substances, weapons or firearms
- ☐ Laptop computers
- ☐ Lawn chairs, folding chairs
- ☐ Food and beverages of any kind
- ☐ Umbrellas
- ☐ Signs, banners, pictures, flags etc., that are offensive to individuals and teams, which are not in good taste, that block the view of spectators or create a safety hazard will not be allowed in stadium
- ☐ Video cameras
- ☐ Tripod
- ☐ Selfie stick

Please note that this is not an exhaustive list and other items may be prohibited in ASU Stadium if they are deemed dangerous or disruptive. Children's juice boxes, infant bottles and items necessary for medical purposes are permitted.

Re-Entry Policy

ASU Stadium has a no re-admittance policy, which means that once you leave the stadium, you will not be permitted to re-enter without having a new ticket.

Restrooms

Public restrooms are located throughout ASU Stadium. Restrooms are accessible for disabled guests.

Recycling Program

ASU encourages all fans to recycle plastic cups and bottles. Recycling stations are located inside ASU Stadium to promote awareness for recycling and litter prevention.

Scoreboard Messaging and Public Announcements

Announcements on the public address must be limited to facility announcements or medical and police emergencies. Fans wishing to make announcements for birthdays, anniversaries, or other personal messages should contact the Office of Auxiliary Enterprises for pricing.

Seating

All seats in the ASU Stadium are reserved seats.

Security

Suspicious activity, disruptive guests and guest related problems should be reported to Guest Services or a police officer immediately. Uncooperative guests showing disregard for ASU Stadium may be ejected from the facility. Intoxicated fans will not be allowed into the Stadium. An ejected guest is no longer welcome for the remainder of the game and must vacate the Stadium. They may not re-enter the building, even with a valid admission ticket. Re-entry by an ejected guest is grounds for arrest.

You and your belongings may be searched upon entry into ASU Stadium. By tendering this ticket and entering the stadium, you consent to such searches and waive any related claims that you might have against ASU. If you elect not to consent to the searches, you will be denied entry into ASU Stadium.

Smoking

Alabama State University is a Smoke free campus. ASU Stadium is a smoke-free environment. Smoking is not allowed in the stadium stands, club, party terrace, suites and common areas.

Stadium Rental & Events

The Party Terrace in the Stadium is available for rental for special occasions on game day. Please call Auxiliary Enterprises at 334-229-4551. If you desire your event to take place any other time, there are also other spaces available for rental during non-game/event days. For more information, call Operations and Events Management at 334-229-4529.

Suite Access

Suite Holders and their guests may enter ASU Stadium two (2) hours prior to kickoff. Guests should enter at Gate D located on the South East Side of ASU Stadium. Suite Holders and guest may access elevators on the Lower Concourse to access the Suite Level.

Ticketing and Will Call

Every ticket has a seat assignment. Please note that there are no standing room only tickets. Ushers will be clearing the top of each section and aisle. We appreciate your cooperation in keeping the sightlines clear for all fans.

For ticket information, please call the Ticket Box Office at 334-229-4551 or visit www.ticketreturn.com.

Below is general ticket information:

- ☐ Children: All children must have a ticket for admission into ASU Stadium. Children age 1 and younger are admitted free.
- ☐ Exchanges/Refunds: No Exchanges or refunds will be given once a game ticket has been purchased.
- ☐ Lost or stolen tickets: Please remember that game tickets are like cash and should be secured at all times. For directions on procedures to follow if game tickets are lost or stolen, please contact

ASU Ticket Office. Please note that there will be a lost ticket fee.

- ☐ Resale/Scalping: Reselling or scalping tickets is strictly prohibited in ASU Stadium or on the premises of ASU. Violators are subject to prosecution by the University's Police Department.
- ☐ Will Call: On game day the will call windows will open two hours prior to kickoff and will remain open until halftime. A picture ID is required and tickets will only be released to the person whose name appears on the ticket envelop. Third party will call will not be accepted.

FOR WEEK ENDING						PROJECT AND LOCATION							PROJECT OR CONTRACT NO.							
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK			
			HOURS WORKED EACH DAY						TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS					
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(e). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(iv) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____

(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the _____

(Building or Work)

_____ day of _____, and ending the _____ day of _____.

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

REMARKS:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

