REQUEST FOR PROPOSALS
SPECIFICATIONS
KITCHEN EXHAUST SYSTEMS CLEANING/SERVICE

For

AUXILIARY ENTERPRISES
AUBURN UNIVERSITY, ALABAMA

June 2009

Kitchen Exhaust Systems Cleaning/Service
Specifications

I. SCOPE OF THE WORK

The contract shall consist of furnishing all labor, equipment, materials, tools, management and technical expertise necessary for the professional and efficient cleaning and service of all systems/equipment described herein following at all AU Dining venues/locations identified herein at Auburn University. All systems/equipment specified herein shall receive absolutely no less than the care prescribed hereafter so as to maintain the condition of the prescribed systems/equipment at a level acceptable to Auburn University Dining & Auxiliary Enterprises.

II. QUALITY ASSURANCE

Supervision of the contract requirements, the quality and level of performance of labor, and associated assurances for quality workmanship are the responsibility of the Awardee, with oversight and final approval by Auxiliary Enterprises' representative(s). Only appropriately skilled labor, trained and experienced in cleaning/service of commercial kitchen exhaust systems/equipment will be approved by Auxiliary Enterprises.

Awardee shall appoint a Management Agent who shall routinely review and inspect all operations designated under this contract and shall consult with Auxiliary Enterprises' designated representative(s) no less than upon each scheduled service call to assure that all work fulfills the terms and conditions of the awarded contract to the satisfaction of Auxiliary Enterprises.

III. INSURANCE AND LICENSURE (General Statement)

Awardee shall be required to demonstrate proof of general liability insurance coverage with minimum limits of $1,000,000.00 and shall further be required to maintain such throughout the life of the contract. Awardee shall provide a certificate of coverage to all appropriate Auburn University representatives and may be required to name Auburn University as an additional insured.

Awardee shall assume all liability and responsibility for damage to or loss of their own property and equipment resulting from fulfillment of the terms of this contract and shall assume all liability and responsibility for personal injury to their employees resultant of work conducted under the contract.

Any damage/injury incurred to persons, facilities, personal property, and/or any associated property, regardless of ownership (students, faculty, staff, Auburn University, visitors, transients, etc), resultant of work performed in fulfillment of the awarded contract shall be the sole responsibility of the Awardee and shall be repaired, replaced or reimbursed at equal/fair market value to the satisfaction of Auxiliary Enterprises and/or the owner.

IV. QUALIFICATION OF CONTRACTORS (General Statement)

Since the intent of Auxiliary Enterprises is to issue a single award for the contract of professional commercial kitchen exhaust systems cleaning services as described following in these specifications, all entities submitting proposals must be able to demonstrate that they possess the resources to furnish the quantity, quality and levels of service demanded (within any specified time constraints imposed by the specifications). Prospective bidders must be able to demonstrate that their company is appropriately experienced and has a successful record of delivery of service in similar volume, quality, and time restrictions demanded.

V. SPECIFIC REQUIREMENTS

A. Quality Assurance / Reporting Requirements

1. **Management Agent:** Contracted provider shall appoint a Management Agent who shall routinely review and inspect operations performed under the contract and who shall consult with Auxiliary Enterprises' designated representative (contract coordinator) at regular intervals coinciding with each service delivery and/or otherwise as demand for service scheduling dictates. Contractor's Management Agent shall assure that all work is conducted as set forth in these specifications and that said work meets the terms of contract to the satisfaction of Auxiliary Enterprises.

2. **Operations Contact:** Contracted provider shall appoint an individual within his company/operation as a primary contact for all matters pertaining to the operation/service delivery indicated under the terms of the contract. This individual shall be available to Auxiliary Enterprises' contract coordinator during normal business hours and/or at any time the contracted provider's employees are approved to be on campus for the purpose of conducting work.

3. **Written Report/Visual Documentation:** Contracted provider shall submit a written report, signed by its Management Agent, indicating extent of services provided during the period, adherence to the terms of the contract, date verified photographs or video of units/systems cleaned/serviced and any special circumstances/problems encountered.

Said report and visual evidence shall be due and presented upon each scheduled consultation with Auxiliary Enterprises' designated representative as set forth in Item 1 above.

4. **Meetings:** Auxiliary Enterprises' contract coordinator may arrange meetings with the contracted provider's Management Agent, Operations Contact and other duly interested University representatives as necessary for the purpose of reviewing service delivery, billing inquiries, and/or any other related issues.

B. Qualification of Contractors:

Since the intent of Auxiliary Enterprises is to issue a single award for the contract of professional commercial exhaust systems cleaning/ services as described in these specifications, all entities/companies submitting bids must be able to demonstrate that they possess the resources to furnish the quality, quantity and levels of service demanded (within time constraints) and must be able to demonstrate that their company is appropriately experienced and has a successful record of service delivery in similar volume and quality demanded. Prospective bidders must note that their ability to demonstrate a capacity to deliver quality service throughout the length of the contract will be a factor in the selection of a provider.

1. A qualified contractor shall have engaged in professional commercial exhaust systems cleaning/service business for a minimum of three (3) years, at least one (1) year of which shall evidence successful delivery of service in similar volume and quality demanded herein. The contractor shall provide a history of their company and a list of customers, together with the names and phone numbers of contacts, with their bid submittals. In addition, the contractor shall provide a list of current and pending litigation relative to any claims that may exceed $5,000.

2. A qualified contractor shall have adequate equipment and labor to accomplish the services indicated herein within the time constraints imposed. The contractor shall provide a list of equipment and regular/continuing employees with their bid submittals.

3. A qualified contractor shall have adequate management/supervisory staff to accomplish the services indicated herein, in compliance with

the quality demanded. The contractor shall provide a list of all management/supervisory staff, together with their resumes, with their bid submittals.

4. A qualified contractor shall have financial stability sufficient to indicate a reasonable expectation of continuing operations throughout the length of the contract. The contractor shall provide a current income statement and balance sheet with their bid submittals.

5. A qualified contractor shall have an acceptable record of safe working conditions/practices. The contractor shall provide a list of all OSHA citations and claims filed within the last three (3) years with their bid submittals.

C. Insurance and Licensure:

1. The contracted provider shall be responsible to Auburn University for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the contracted provider, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

Any damage incurred to any property, regardless of ownership, resultant of work performed under the contract pursuant to these specifications shall be the sole responsibility of the contracted provider and shall be repaired, replaced or reimbursed to the satisfaction of Auxiliary Enterprises and/or the owner. The contracted provider shall be required to report, in writing within 48 hours, any damage to property on Auburn University premises. Failure to make report to Auxiliary Enterprises' designated representative(s) may be cause for termination of contract.

2. Each of the insurance coverages required below shall be issued by an Insurer licensed by the Insurance Commissioner to transact the business of insurance in the state of Alabama for the applicable line of insurance, and such insurer must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

3. Each policy shall be endorsed to provide that the insurance company agrees that the policy(ies) shall not be canceled, changed, allowed to lapse or be allowed to expire for any reason until thirty (30) days after Auburn University has received written notice, by certified mail, as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection required hereafter shall have been received, accepted and acknowledged by Auburn University.

4. The contracted provider shall procure and maintain, without interruption, during the entire term of contract/PO arising from this bid the insurance coverages identified following, or as otherwise specified in any additional contract documents, at the contracted provider's own expense, and to evidence that such insurance coverages are in effect, the contracted provider shall furnish Auburn University an insurance certificate(s) acceptable to Auburn University and listing Auburn University as the certificate holder and additional insured. The insurance certificate(s) must be delivered to Auburn University for final approval upon award of bid/execution of contract and whenever insurance is renewed or a change in coverage is effected, or upon request by the University at any time upon reasonable request. The insurance coverages required under this PO/Contract are minimum limits required and are not intended to limit the responsibility or liability of the contracted provider. The insurance certificate(s) must provide the following:

(a) Name and address of authorized agent of the insurance company
(b) Name and address of the insured
(c) Name of the Insurance Company(ies)
(d) Description of policies
(e) Policy Number(s)
(f) Policy Period(s)
(g) Limits of liability
(h) Name and address of Auburn University as certificate holder and additional insured
(i) Signature of authorized agent of the insurance company
(j) Telephone number of the authorized agent of the insurance company
(k) Mandatory thirty (30) day notice of cancellation/non-renewal/change

5. Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed $25,000.00. All deductible and self-insured retentions shall be disclosed on the certificate(s) of insurance and the contracted provider shall be soley responsible for payment of such.

6. Insurance Coverages: The contracted provider shall purchase the types of insurance coverages with liability limits no less than those indicated following:

(A) Workers' Compensation and Employer's Liability Insurance:

(1) Workers' Compensation coverage shall be provided, covering all employees of the contracted provider, in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of

Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating that the contracted provider qualifies to pay its own workers' compensation claims.

(2) Employer's Liability Insurance limits shall be at least:
(a) Bodily Injury by Accident - $1,000,000 each accident
(b) Bodily Injury by Disease - $1,000,000 each employee
(c) Bodily Injury by Disease - $1,000,000 policy limit

(B) Commercial General Liability Insurance, written on an ISO Occurrence Form shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

(1) General Aggregate	$1,000,000
(2) Products, Completed Operations Aggregate	$1,000,000
(3) Personal and Advertising Injury	$1,000,000
(4) Each Occurrence	$1,000,000

(C) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from Auburn Universityship, maintenance, or operation of any owned, non-owned or hired automobile shall be provided at limits not less than $1,000,000 Combined Single Limits for each occurrence.

(D) Commercial Umbrella or Excess Liability Insurance to provide excess coverage above Commercial General Liability, Commercial Business Automobile Liability and the Employers' Liability shall be provided at the following minimum limits/requirements:

(1) $1,000,000 per Occurrence
(2) $1,000,000 Aggregate
(3) The policy must be on an "occurrence" basis
(4) The policy should be a "Follow Form"

(E) Commercial Crime Insurance to provide coverage for all of the contracted provider's employees, including temporary employees and employees of leasing or temporary services, shall be provided at limits not less than $1,000,000.

7. To the fullest extent permitted by law, the contracted provider shall defend, indemnify, and hold harmless Auburn University, its Board of Trustees, Faculty, Staff and Agents from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of, related to, or resulting from performance of work, including but not limited to bodily injury, personal injury, injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the contracted provider or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

   Contracted provider shall release Auburn University, its Board of Trustees, Faculty, Staff and Agents from all liability, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage caused by or resulting from risks associated with this agreement. Contracted provider will request its insurance carrier(s) to include in policies provided pursuant to this agreement an endorsement recognizing this waiver of subrogation.

8. The contracted provider shall be required to be duly licensed and shall provide copies of appropriate business/contractors license(s) prior to final award of contract.

9. The contracted provider shall assume all responsibility/liability for damage to or loss of provider's own property and equipment resultant of work performed under the contract.

D. Personnel:

1. The contracted provider shall be subject to provisions of Title VII of the Civil Rights Act of 1964 and all applicable parts of Executive Order 11246, including updates. In any/all matters related to the execution of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, creed, color, sex, veterans status, national origin or disability.

2. The contracted provider shall take action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, age, national origin, veterans status or

disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff for termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The contracted provider shall not discriminate against any employee or applicant because of physical or mental disability, as required by federal law - Rehabilitation Act, Public Law 93-112 of 09/26/73; Affirmative Action Clause, Section 741.3; and American's with Disabilities Act, Public Law 101-336, 07/26/90.

4. The contracted provider shall comply with all OSHA regulations pertaining to the health and welfare of its employees and other parties which may be present in any work area. The contracted provider shall agree to follow any/all related safety guidelines imposed by AU Auxiliary Enterprises as directed by Auxiliary Enterprises' contract coordinator and/or Health and Safety Representative.

5. The contracted provider shall assume all responsibility for insuring that its employees are legally qualified to engage in work in the United States and that its employment practices are in full compliance with prevailing laws including regulations pertinent to the Immigration and Naturalization Service.

6. The contracted provider shall assume full responsibility for payment of all applicable local, state and federal taxes, unemployment insurance, pensions and/or social security mandates and/or any other requirements dictated by law relative to its employees.

7. The contracted provider shall provide background checks through an approved agency/entity on all employees utilized under terms of the contract. Evidence of said background checks must be presented prior to any employee initiating work under the contract. **Auxiliary Enterprises shall reserve the right to preclude any employee(s) of the contracted provider from work under the contract at any time throughout the life of the contract.**

8. The contracted provider shall insure that all its employees present and performing work on Auburn University premises adhere to any/all applicable Auburn University and/or Housing and Residence Life policies/regulations which shall include, but not be limited to, the following: Drug-Free Workplace Policy, Weapons Policy, Smoking Policy, EEO/AA policies pertaining to harassment, intimidation, discrimination, et.al., policies pertaining to personal property, room/building entry, privacy, key assignment, etc. Special emphasis is placed upon

regulations related to theft of property.

Auburn University shall tolerate no violation of any regulations/policies by the contracted provider's employees. Those persons found in violation of regulations/policies shall be subject to immediate removal from the campus and may be precluded from working in fulfillment of the contract.

9. The contracted provider shall furnish all employees with approved uniforms which clearly identify both business name and individual employee name. Any/all employees of the contracted provider shall also be required to wear a photo ID badge in addition to the required uniform. Contracted provider shall assume the cost of required uniforms and badges and shall agree to maintain same at a level acceptable to Auburn University Auxiliary Enterprises. All employees of the contracted provider shall be required to present a neat and clean appearance at all times while engaged in work in fulfillment of the contract.

10. The contracted provider and the provider's employees shall maintain positive public relations with Auburn University students, faculty, staff, and visitors at all times throughout the life of the contract.

11. The contracted provider shall insure proper individual and corporate training, at contractor's expense, for all employees utilized in fulfillment of the contract. Training shall include instruction in proper methods to conduct applicable tasks assigned according to applicable industry and safety standards.

E. Access to Facilities

1. The contracted provider shall be granted access to facilities on an as needed basis in accordance with pre-determined schedules cleared with Auxiliary Enterprises' representative(s). All work conducted pursuant to an award of contract will typically be conducted during normal operational hours of Auburn University unless otherwise approved in advance by Auxiliary Enterprises.

2. The contracted provider shall assume full responsibility for all keys/access cards assigned to contractor's Operations Contact or any other employee. Security of assigned keys/access cards and assurance of their prompt return daily shall be the sole responsibility of the contracted provider. Keys may not be duplicated by the contractor or contractor's agents and shall be under the control of the contractor's agents at all times while assigned. The contracted provider shall be held liable for any charges accompanying lost or stolen keys, including all associated costs required to re-key a facility in its entirety. In the event a re-key is necessary,

Auxiliary Enterprises shall select the materials and the locksmith performing the work. Access cards shall not be loaned, given or otherwise transferred out of the possession of the employee to whom assigned.

F. Summary of the Work

1. **Purpose of Work:** Work awarded under terms of this RFP is prescribed for the purpose of insuring compliance with NFPA 96 – 11.6 " Hoods, grease removal devices, ducts or other appurtenance shall be cleaned to bare metal at frequent intervals prior to surfaces becoming heavily contaminated with grease or oily sludge. After the exhaust system is cleaned to bare metal, it shall not be coated with powder or other substance. The entire exhaust system shall be inspected by a properly trained, qualified and certified company or person(s) acceptable to the authority having jurisdiction"

2. **Extent of Work** shall be determined by Auburn University Auxiliary Enterprises as guided by NFPA 96 8-3.1 and based on Auburn University's assessment of the condition of each individual unit noted hereafter within these specifications. The contracted provider must be aware that the extent of the work noted herein is variable and that no guarantee is expressed or implied relative to the actual annual business to be conducted with the contracted provider. It is understood and agreed that Auburn University Auxiliary Enterprises shall be bound only to the extent of AU's determination of need for services and available funding.

3. **Notification and Time Constraints** are imposed as noted hereafter. In addition to Auburn University Auxiliary Enterprises' demand for quality professional workmanship, it is required that the contracted provider deliver services in a timely manner, consistent with the needs of Auxiliary Enterprises and our agents/clientele and limited as noted following:

   *Emergency Projects: On occasion, it may be necessary to demand work without prior notice due to damage to facilities, unplanned events, etc. On such occasions, the contracted provider **must** respond with the necessary crews to commence requested work within 24 hours of notification by Auxiliary Enterprises.

   *Routine Projects: Auxiliary Enterprises will provide a minimum of two weeks advance notice of the work requested together with any stipulations as regards start and completion dates. In the case of any project where a completion date is not specifically noted, the contracted

provider is expected to work consistently from start to finish of the project. Commencing and retiring from a project prior to completion will not be allowed.

4. **Materials** are to be supplied by the contracted provider. The contracted provider shall supply any/all cleaning compounds and any/all miscellaneous materials, supplies, tools and equipment necessary to meet the tasks specified in fulfillment of the contract. All supplies, tools, equipment and/or other materials utilized in fulfillment of the contract must be of good quality and must be approved by Auxiliary Enterprises prior to their application/use.

5. **Method of Application/Use:** Application/use of all products employed by the contracted provider must meet appropriate industry standards and/or must comply with the manufacturer's recommended standards/use as noted on product labeling. Any alternative application method and/or variation of products' direction for use must be approved, in advance, by Auxiliary Enterprises.

5. **Facility Care:** In addition to assuming responsibility for maintaining a safe work environment, free from fire hazards, tripping/slipping hazards and any other non-specified conditions which would pose a threat to the welfare and safety of a facility and its occupants, the contracted provider shall be responsible for maintaining the care of a facility, or any work areas thereof, throughout the duration of a project/contract. Any damage incurred to a facility and/or its furnishings, contents, or components thereof resultant of the contractor's work shall be the sole responsibility of the contracted provider and shall be repaired, replaced or reimbursed at the contracted provider's expense to the satisfaction of Auxiliary Enterprises.

6. **Waste Disposal:** Disposal of all waste generated resultant of projects conducted by the contracted provider shall be the responsibility of the contracted provider and must be accomplished through coordination with Auxiliary Enterprises. Prior approval must be obtained from Auxiliary Enterprises before any solid waste is disposed of by placement in university controlled solid waste collection containers (dumpsters) and/or before any liquid waste is deposited in a facility's domestic waste water/sewer system. Disposal of any/all hazardous waste on campus must meet standards as set forth by the Office of Risk Management and Safety with approval of Auxiliary Enterprises.

7. **Job Conditions:** Although all Dining facilities are HVAC enhanced, and although Auxiliary Enterprises will make every reasonable effort to provide temperature controlled conditions within its facilities, no guarantee of same

is expressed or implied. The contracted provider must be prepared to work any project to completion without provision of HVAC enhancement.

IX. CONTRACT CONDITIONS

A. Contract Period: The length of a contract pursuant to acceptance of a Submitted bid will be for one (1) year commencing on the 1st day of October 2009 and ending on the 30th day of September 2010. Auburn University Auxiliary Enterprises shall reserve the right to renew the contract annually for a period not to exceed three (3) years in total and a separate renewal agreement may be signed if indicated by satisfactory performance during the contract period as documented by an annual evaluation to be conducted during the first week of August of each contract period. All contract renewals executed shall be for a period of one (1) year commencing on the 1st day of October and ending on the 30th day of September.

For each renewal year, the contractor may request an increase in prices to reflect increases in contractor's cost for labor and/or the general cost of doing business. In such cases, the contractor shall submit adequate proof of such increases to Auburn University Auxiliary Enterprises for their consideration. Said request for increase and associated proof shall be due no later than 01 August of each contract year. After examination of submitted information, the Director of Procurement may allow, further negotiate or disallow any requested increase. If agreed to by each party, the new prices shall remain fixed for the full year of the renewal contract. If increases cannot be negotiated to the satisfaction of both parties by 31 August, the University will issue a cancellation notice and re-bid for the services.

All evaluations of the contracted provider will assess the adherence to specifications detailed herein, including but not limited to the following:

1. Quality of Workmanship
2. Staffing/performance of labor
3. Scheduling and timeliness of project completion
4. Forecasting of supplies/product
5. Safety record
6. Cleanliness of work areas
7. Communication with Auxiliary Enterprises' representative(s)
8. Conduct of Personnel

B. Cancellation: Auburn University Auxiliary Enterprises reserves the right to cancel the contract or any part thereof without penalty, if the contractor fails to comply with the terms and conditions of these specifications or fails to accomplish the work with promptness and diligence.

C. Changes/Modifications: Auburn University Auxiliary Enterprises may, at any time by written instructions, make changes within the general scope of this Bid and/or contract in any of the following: quantities of requested work, time constraints imposed by the specifications, and/or any specifications pertaining to the extent of the work. If any such change causes an increase or decrease in the cost of services, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim by the contracted provider for adjustment pursuant to this clause must be made in writing within thirty days of receipt by the provider of the notification of change.

Except as herein provided, no attempt by either party to waive, change, delete, add or otherwise alter any term or condition of the contract shall be recognized unless and until it is agreed to in writing by both parties.

D. Auburn University Auxiliary Enterprises will not enter into any contract which contains any clause requiring the University to indemnify or hold harmless any party. Auburn University Auxiliary Enterprises will not enter into any contract which limits its remedies against any party.

E. The contracted provider shall save and hold harmless Auburn University, Auxiliary Enterprises, its agents, officers and employees from any claims, damages,and actions of any nature arising from the use of any materials or goods furnished by Auburn University.

F. Assignment of Contract: Any contract pursuant to acceptance of a submitted Bid shall not be transferable nor assignable by the contracted provider, in whole or in part, without the written consent of Auburn University Auxiliary Enterprises.

F. Default: In the event of failure to deliver services in accordance with the terms and conditions of contract, Auburn University Auxiliary Enterprises may, after due written notice, procure services from some other source and hold the contracted provider liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the University may have.

H. In the event of any doubt and/or differences of opinion as to the content/specifications noted herein, the decision of Auburn University Auxiliary Enterprises shall be final and binding on both parties.

I. Unless otherwise indicated in a prospective contractor's Bid and agreed upon in writing at the time of issuance of a contract/PO resultant of this Bid, the contract/PO may be canceled by either party without cause effective 30 September of any given contract year, provided that such notice is given in writing to the other party no later than 01 August of that year.

J. Contracted provider shall not be allowed to subcontract any of the work described and specified herein, in whole or in part, throughout the life of the contract.

X. ETHICS

A. All prospective contractors must disclose with their Bid the name of any officer, director or agent of their business who is also an employee of the State of Alabama or any of its agencies. Further, all prospective contractors must disclose the name(s) of any Auburn University employee(s) or agents who own, directly or indirectly, any interest in the contractor's firm or any of its branches. Any proposals by Auburn University employees will be considered/accepted only in accordance with Alabama law.

B. By submitting their bids, all prospective contractors certify that their bids are made without collusion or fraud and that they have not offered or received any inducements from any other vendor, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred upon any public employee having official responsibility for this procurement, any payment, loan, services or anything more than of nominal value, present or promised. Each prospective contractor shall submit with his bid, a statement that he has not been party to such an agreement.

XI. AWARD CRITERIA

A. Auburn University Auxiliary Enterprises reserves the right to reject any/all proposals or any part(s) thereof as presented by prospective contractors and cancel the RFP at any time or award a contract to other than the low bidder with justification.

C. In comparing proposals and awarding a contract, Auburn University Auxiliary Enterprises will consider factors other than price. Lowest bid pricing will not be the sole determining factor in selecting a contractor. Auburn University Auxiliary Enterprises reserves the right to award a contract to the vendor Whose bid represents provision of the best level/quality of service in relation to cost, who exhibits a record/reputation of reliability and quality of service, sound financial condition, experience in the trade and demonstrated performance. Factors, including but not necessarily limited to the following, will be considered and evaluated:

1. Company History
2. Management Experience in Commercial Exhaust Hood Cleaning
3. Present Client Satisfaction
4. Financial Condition/Stability
5. Personnel - Experience/Years with Firm *

6. Available Equipment
7. Safety Record/Claims and Citations
8. Litigation/Claims Pending/Current
9. Demonstrated Performance
10. Pricing with weight given to Item 1.

C. In addition to written proposals, prospective contractors may be required to make an oral presentation indicating any/all requirements set forth in this RFP and/or may be required to accompany Auxiliary Enterprises representative(s) on visits to sites where the prospective contractor is engaged in commercial hood cleaning work. In such event, AU Auxiliary Enterprises shall provide one week's advance notice of these requirements.

D. All proposals shall be valid for a period of ninety (90) days following the closing date for RFP submittals.

XII. BID SUBMITTAL CONTENT

A. All proposals must be typed and signed by a responsible representative of the company and, at minimum, must contain the narratives noted following. Prospective contractors may, at their discretion, include any additional information that they deem useful in presenting their firm's qualifications, record and/or attributes.

1. History of the company
2. Detailed statement of commercial exhaust hood cleaning experience
3. Current Income Statement and Balance Sheet
4. Current client list, including contacts names and telephone numbers
5. General and operating managers' resumes
6. Personnel List - Full-time regular employees, years with company, years experience
7. List of current and pending litigation for any claims exceeding $5,000
8. List of equipment
9. Copies of current insurance coverage and licensure
10. List of OSHA citations and claims filed in the past 3 years
11. Disclosure of State of Alabama and/or Auburn University employees with interest in firm
12. Statement certifying no collusion, inducements, or fraud in proposal submittal
13. Operational Plan - outline of how this contract would be worked. Items addressed should include, but not be limited to: Management Agent appointee, Operations Contact appointee, how staff would be dedicated to respond to Auburn University needs within noted time constraints, etc.

B. All proposal submittals must contain the prospective contractor's unit pricing for each of the hoods listed following:

Unit 1	**Foy Hall (old CFA)**	**4' x 10'**	**$_____**
Unit 2	**Foy Hall (Main Kitchen)**	**TBD**	**$_____**
Unit 3	**Foy Hall (Serving Line)**	**4' x 12'**	**$_____**
Unit 4	**Foy Hall (Heat Extraction)**	**4' x 18'**	**$_____**
Unit 5	**Sewell Hall (Main Kitchen)**	**8' x 16'**	**$_____**
Unit 6	**Terrell Hall (Main Kitchen)**	**10' x 40'**	**$_____**
Unit 7	**Terrell Hall (East, old CFA)**	**4' x 12'**	**$_____**
Unit 8	**Terrell Hall (West, Serving)**	**4' x 15'**	**$_____**
Unit 9	**Terrell Hall (West, Pizza)**	**4' x 8'**	**$_____**
Unit 10	**Lupton (EBB)**	**4' x 4.5'**	**$_____**
Unit 11	**NSC (Main Kitchen)**	**10' x 22'**	**$_____**
Unit 12	**NSC (Momma Leones)**	**4' x 7'**	**$_____**
Unit 13	**NSC (CFA Line)**	**4' x 12'**	**$_____**
Unit 14	**NSC (CFA Kitchen)**	**4' x 4'**	**$_____**
Unit 15	**NSC (Coyote Jacks)**	**4' x 12'**	**$_____**
Unit 16	**West Dining**	**6' x 8'**	**$_____**
Unit 17	**West Dining**	**5' x 5'**	**$_____**
Unit 18	**West Dining**	**6' x 6'**	**$_____**
Unit 19	**West Dining**	**8' x 4.5'**	**$_____**
Unit 20	**West Dining**	**6' x 6'**	**$_____**
Unit 21	**West Dining**	**5' x 5'**	**$_____**
Unit 22	**West Dining**	**12.5' x 6.5'**	**$_____**

Unit 23	**West Dining**	**12.5' x 6.5'**	**$_____**
Unit 24	**West Dining**	**13.5' x 6.5'**	**$_____**
Unit 25	**West Dining**	**9' x 6.5'**	**$_____**
Unit 26	**West Dining**	**10' x 5'**	**$_____**
Unit 27	**West Dining**	**6' x 6'**	**$_____**
Unit 28	**West Dining**	**8' x 5'**	**$_____**
Unit 29	**West Dining**	**5' x 4'**	**$_____**

*Contracted provider shall agree to provide additional services not specified above at a fair market value throughout the life of the contract should such services be requested by Auxiliary Enterprises.

XIII. PRE-PROPOSAL CONFERENCE

It is the responsibility of each prospective contractor to comply with all pre-proposal requirements as directed by the Procurement Department and/or Auxiliary Enterprises' representative(s). A mandatory pre-proposal conference will be held July 07, 2009. **All firms wishing to submit a proposal are required to have a representative in attendance.** The conference will be conducted at 903 West Thach Ave (Property Mgmt Office) at 9:00 a.m.

Prospective contractors represented at the pre-proposal conference may secure additional site visits to Dining facilities prior to bid deadline provided that arrangements are made in advance with Auxiliary Enterprises' representative(s).

XIV. FINAL INSTRUCTIONS

A. Prospective contractors shall be responsible for actual delivery of proposals, by the closing date established by the Procurement Department, Auburn University.

B. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by an individual duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

B. Proposals must include all applicable requested information and meet all specific requirements. If a proposal fails to materially conform to the requirements of the RFP or if significant errors are found in the proposal, it

will be rejected.

D. In order to be considered, two (2) copies (one original and one copy) of each complete proposal must be delivered to the Procurement Department by the established closing date.

E. All questions and inquiries relative to the content of this RFP should be directed in writing to Auburn University Procurement Department.

F. Questions pertaining to the Pre-Proposal Conference should be directed to Monty Gillock or Keith Gilmore, 334-844-4477.