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# REQUEST FOR PROPOSAL

## GEAR UP Jefferson County Summary of Proposed Services Request for Proposals

**PROPOSAL DUE DATE: June 14, 2023**  
**PROPOSAL DUE TIME: 4:00 P.M. CST**

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GEAR UP Jefferson County is a federally funded Department of Education grant awarded to the University of Montevallo for the purpose of serving school systems in Jefferson County, Alabama.

CFDA #: 84.334A

Federal Award Number: P334A180155

Dr. Alvin Taylor  
Principal Investigator  
University of Montevallo  
Wills Hall, Station 6355  
Montevallo, Alabama 35115  
(205) 665-6300



UNIVERSITY *of*  
MONTEVALLO

## **SCHEDULE OF KEY EVENTS**

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May 1, 2023	RFP Issued
May 2, 2023	Pre-Proposal Meeting via Zoom 1:00 am CST <a href="https://montevallo-edu.zoom.us/j/92048572318?pwd=WEtjaEtXalQyTzRiK1VuZHM1dTRaZz09">https://montevallo- edu.zoom.us/j/92048572318?pwd=WEtjaEtXalQyTzRi K1VuZHM1dTRaZz09</a>  <b>Meeting ID: 920 4857 2318 Passcode: 442924</b>  <b>Dial by your location +1 309 205 3325 US (Chicago)</b>
June 14, 2023	4:00 pm Proposal due *No proposals will be accepted via email or after the proposal due date/time.
July 31, 2023	Award Announcement

*The University of Montevallo reserves the right to change the RFP schedule. Should this happen, an addenda will be sent to all partners, as well as posted on our website.*

*If an emergency or unanticipated event interrupts normal University processes to cause the postponement of the scheduled Bid opening or the issuance of an addenda, the University Representative will issue, in writing, to all Bidders, the new timeline and process.*

### **SUBMIT PROPOSALS TO:**

Steven Boydston  
Calkins Hall, Station 6001  
University of Montevallo  
Montevallo, Alabama 35115

# **OUTLINE OF REQUEST FOR PROPOSAL**

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## **DEFINITIONS**

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Except as otherwise specifically provided, definitions are set forth as follows:

***Montevallo/University***— Refers to the University of Montevallo

***Request for Proposal (RFP)*** - Refers to the document named University of Montevallo's Request for Proposal

***Bidder/Partner*** – Refers to the firm that is interested in and/or responds to the RFP

***Bid/RFP*** - Refers to all documents that the Partners must submit to the University of Montevallo Representative prior to the deadline

***RFP Deadline*** - Refers to the time and date indicated in the RFP as the latest date and time that a RFP will be accepted.

***Contract*** – Refers to the final agreement reached between the awarded partners and the University.

***Contractor*** - The term Contractor shall mean the awarded Partner performing the services as outlined in the Contract.

***Subcontractor*** — The term Subcontractor shall mean any individual, company, or corporation to whom the Contractor assigns any part of the Contract.

## **MISSION**

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The mission of GEAR UP Jefferson County is to empower students to become socially and academically prepared and motivated to pursue and succeed in post-secondary education by fostering a spirit of excellence through collaborative efforts, data driven decisions and effective communication.

## **VISION**

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GEAR UP Jefferson County strives to assist stakeholders in gaining greater awareness and readiness for post-secondary education by providing impactful services through a spirit of equitable excellence that promotes sustainable justice in the communities we serve.

## **BACKGROUND**

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Gaining Early Awareness and Readiness for Undergraduate Programs, (GEAR UP) Jefferson County is a federally funded Department of Education Grant serving students, families and educators at select schools in Jefferson County, AL. GEAR UP serves a cohort of students who will be entering 10th and 11th grade during the 2022 – 2023 fiscal year. All services provided through GEAR UP must be allowable, allocable, reasonable, and necessary to meet the goals and objectives of the federal grant:

1. Increase the academic performance and preparation for postsecondary education for GEAR UP students.
2. Increase the rate of high school graduation and participation in postsecondary education for GEAR UP students.
3. Increase GEAR UP students' and their families' knowledge of postsecondary education options, preparation, and financing.

Services must be all-inclusive. Students, families, schools, and/or educators must not be asked to pay for any part of service. The bid proposal should include all necessary costs.

### **Supplement not Supplant:**

Pursuant to 20 U.S.C. §1070a-22(e) participating GU-JC LEAs agree that these funds will supplement, and not supplant, other federal, State, and local funds that would otherwise be spent

in carrying out the activities under this program.

Pursuant to the OMB Compliance Supplement, there is an automatic presumption of unlawful supplanting in the following circumstances:

1. GEAR UP funds are used to pay for a cost or activity that is required under another federal, state, or local law; or
2. GEAR UP funds are used to pay for a cost or activity that was paid for with other federal, State, or local funds in the prior year.

**Student Participation and Invoice Process:**

All service providers must maintain and submit student sign in sheets for all services rendered. GEAR UP will provide sign in sheets, but each student must sign in for each service. If services are invoiced on a per-student basis, the provider will only be reimbursed for students who have signed in on the sign in sheet. Sign-in sheets must be signed off on by a GEAR UP staff member and submitted with each invoice.

**English Language Learners (ELLs):** We encourage applicants that provide services for English Language learners. GEAR UP serves a significant number of students and families who are English Language Learners. We encourage submission of services in all categories that will specifically address the unique needs of English Language Learners.

**Individualized Education Programs (IEPs):** We encourage applicants to provide services for students with IEPs. GEAR UP serves a significant number of students and families who have a variety of individual needs. We encourage submission of services in all categories that will specifically address the unique needs of students who have IEPs.

**SCOPE OF WORK**

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**SECTION 1. Required Questions**

**Each organization responding to the bid should submit separate responses for each category and type of aligned service they are proposing. Combining multiple types of services may cause confusion and result in exclusion from consideration. Respond to each item in the category in order, and number the responses to match the criteria. Not responding to any item could result in exclusion from consideration.**

For each category and aligned service you are proposing, you must answer the following questions as well as complete the budget section.

1. Which category, GEAR UP need, and aligned service do you propose to address?
2. Tell us about your organization.
3. What services do you propose to provide to GEAR UP cohort students? Please include the duration of each service and dosage.
4. How will you ensure your services are aligned with the school's content teachers?
5. How do you ensure your services are age and developmentally appropriate?
6. Do you use a specific curriculum? If so, please provide links to evidence of effectiveness. If you do not use a specific curriculum, please indicate what methods you use to promote learning.
7. What is the minimum education requirement for your service providers?
8. How do you ensure supervision of staff?
9. Please provide your background check process?
10. How do you protect student FERPA data?
11. Please include a sample pre- and post- assessment. GEAR UP will require this documentation each semester.

## **Section II. Funding Request for Services**

All services must meet the cost principles required for federal funding. Please provide a budget with detailed costs, including both cost to GEAR UP and match, as well as answers to the following questions:

1. What is the number of students you propose to serve?
2. What is the cost per student you propose?
3. What is your total budget request?
4. How much match is your organization committing to?
5. Include a detailed budget that shows how the agency came to the cost per student. It is not sufficient to set a cost without explaining how those costs were determined. There must be sufficient details for the grant to review how the agency determined the cost per student. This must also describe the match budget and include match calculations. GEAR UP expects \$1:\$1 match from all providers.
6. Funds expended must meet the federal cost principles. Please describe below how your service meets each of the cost principles:
  - a. Allowable – Please indicate whether your proposed service satisfies a required or permissible service as described in federal regulations (linked here):
    - i. Required Services: [https://www.ecfr.gov/cgi-bin/text-idx?SID=2728303d4b67828b49050fa62b01c57c&mc=true&node=se34.4.694\\_121&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=2728303d4b67828b49050fa62b01c57c&mc=true&node=se34.4.694_121&rgn=div8)
    - ii. Permissible Services: [https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=e0948e7859fb6bcb9b35dfcc562e0164&mc=true&r=SECTION&n=se34.4.694\\_122](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=e0948e7859fb6bcb9b35dfcc562e0164&mc=true&r=SECTION&n=se34.4.694_122)
  - b. Reasonable – Please describe how the costs submitted are reasonable. The term “reasonable” is generally described as costs that a prudent person would agree are appropriate. Please consider how services are delivered (individually, small group, large group)

and the education/experience level of the service delivery team when describing how your costs meet the reasonable standard.

c. Allocable – GEAR UP funds can only be used to support GEAR UP-JC participants – which includes cohort students, faculty and staff and parents. Please certify that you understand that GEAR UP funds cannot be used to serve non-GEAR UP populations.

d. Necessary – Describe WHY this service is necessary to meet the goals and objectives of the GEAR UP grant.

i. Increase the academic performance and preparation for postsecondary education for GEAR UP students.

ii. Increase the rate of high school graduation and participation in postsecondary education for GEAR UP students.

iii. Increase GEAR UP students' and their families' knowledge of postsecondary education options, preparation, and financing.

### **CATEGORY 1: DIRECT STUDENT SERVICES - ACADEMIC TUTORING**

**DEFINITION: Systemic, structured learning experiences that are individualized to meet the student's needs. Designed to increase tutee's self-esteem, attitude toward subject matter, and academic performance.**

#### **a. GEAR UP Need - MATH**

**Aligned Services:**

Math Tutoring - In-School Pull Out - individual, small group tutoring.

- Individual
- Small group

Math Tutoring - In-School Classroom Embedded

- Classroom
- Full-day classroom embedded tutoring

Math Tutoring - Other medium or method

**GEAR UP Required/Allowable Service Category:** Academic Intervention - Tutoring

**GEAR UP Service Type Category:** Academic Support

#### **b. GEAR UP Need - Reading or English/Language Arts**

**Aligned Services:**

Reading/ELA Tutoring - In-School Pull Out - individual, small group tutoring.

- Individual
- Small group



Reading/ELA Tutoring - In-School Classroom Embedded

- Classroom
- Full-day classroom embedded tutoring

Reading/ELA Tutoring - Other medium or method

**GEAR UP Required/Allowable Service Category:** Academic Intervention - Tutoring

**GEAR UP Service Type Category:** Academic Support

**c. GEAR UP Need - Science, Technology, Engineering**

**Aligned Services:**

Science Tutoring - In-School - individual, small group tutoring.

- Individual
- Small group

Science Tutoring - In-School Classroom Embedded

- Classroom setting
- Full-day classroom embedded tutoring

Science Tutoring - Other medium or method

**GEAR UP Required/Allowable Service Category:** Academic Enrichment/Academic Workshop

**GEAR UP Service Type Category:** STEM/Computer Science Programs

**CATEGORY 2: DIRECT STUDENT SERVICES - ACADEMIC ENRICHMENT OR WORKSHOPS**

**Definition: Academic Enrichment or Workshops are activities designed to enhance the student's mastery of core academic content, usually through active learning.**

**a. GEAR UP Need - Academic Enrichment in Content Areas**

**Aligned Services:**

Academic Workshops - In-School individual, small group academic workshops.

- Individual
- Small group

Academic Workshops - In-School Classroom Embedded

- Classroom setting
- Full-day classroom embedded workshops

**GEAR UP Required/Allowable Service Category:** Academic Enrichment/Academic Workshop

**GEAR UP Service Type Category:** Academic Enrichment/Academic Workshop

### **CATEGORY 3: DIRECT STUDENT SERVICES - MENTORING**

**Definition: Mentoring is the influence, guidance, or direction given by a mentor. A mentor is someone who teaches or gives help and advice to a less experienced and often younger person. A mentor influences the personal and professional growth of a mentee.**

**REQUIREMENT:** MUST DO PRE AND POST ASSESSMENT AND PROVIDE TO GU-JC EACH SEMESTER

#### **a. GEAR UP Need - MENTORING**

**Aligned Services:**

Comprehensive Mentoring

- Traditional mentoring programs that match one student and one adult.
- Group mentoring that links one adult with a small group (<6) of students.
- Team mentoring involves several adults working with small groups of students, ideally with a ratio of no more than four students to one adult.
- Peer mentoring that connects caring students with other student(s).
- E-mentoring that is provided through synchronous or asynchronous methods.

**GEAR UP Required/Allowable Service Category:** Comprehensive Mentoring

**GEAR UP Service Type Category:** Comprehensive Mentoring

### **CATEGORY 4: DIRECT STUDENT SERVICES - SUPPORTIVE SERVICES**

**DEFINITION: Services that are designed to help students gain life skills such as (but not limited to) conflict resolution, mindfulness, leadership, self-advocacy, and resilience.**

a. **GEAR UP Need - Supportive Services**

**Aligned Services:**

Workshops

- Small Group Workshops
- Classroom Workshops

Interpreters and/or Translators

- To provide interpretation services for workshops provided by other organizations.
- To provide translation services for documents.

**GEAR UP Required/Allowable Service Category:** Supportive Services

**GEAR UP Service Type Category:** Supportive Services

**CATEGORY 5: DIRECT STUDENT SERVICES - CAREER READINESS**

**Definition: Activities designed to help students identify careers that match personal, financial, and other goals, including an understanding of the skills and education required to pursue and succeed in those careers.**

**REQUIREMENT:** MUST DO PRE AND POST ASSESSMENT AND PROVIDE TO GU-JC EACH SEMESTER

a. **GEAR UP Need - Career Readiness**

**Aligned Services:**

Career Prep Workshops - In-School - individual, small group, classroom

- Individual
- Small group
- Classroom setting

Job Shadowing

Internship placement and Support

**GEAR UP Required/Allowable Service Category:** Career Preparation/Internships/Job Shadowing

**GEAR UP Service Type Category:** Job site visits/Internships/Job Shadowing

**CATEGORY 6: DIRECT PARENT SERVICES - WORKSHOPS**

**Definition: Activities designed to help parents understand postsecondary options, financial aid, college readiness and other related topics.**

a. **GEAR UP Need Statement - Family Workshops**

**Aligned Services:**

Family Workshops

- In person
- Hybrid
- Virtual

**GEAR UP Required/Allowable Service Category:** Parent Event

**GEAR UP Service Type Category:** Parent Event

**CODE OF CONDUCT & FAIR COMPETITION**



It is the responsibility of the partners to notify the University of Montevallo Representatives in writing of any possible conflict of interest as set forth below. The University will investigate the matter and determine if an actual conflict of interest exists.

A conflict of interest arises when a University employee, officer or agent involved in the RFP process or contract has a financial or any other interest in a partner. If a conflict of interest exists, the partners may not submit a Bid.

University employees, officers and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from partners, contractors, or parties to sub-agreements. Any such actions must be reported to the University representatives immediately.

The University reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the partners. The University's determination regarding any questions of conflict of interest shall be final. By submitting their proposals, all partners certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other partners, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater

value was exchanged.

*Each Partner shall accompany his proposal with a sworn statement that he has not been party to such an agreement.*

## **COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS**



1. When awarded, this quotation is subject to provisions of Title 7 of the Civil Rights Act of 1964 and parts II, III, and IV of the Executive Order 11246, dated September 4, 1965. In connection with the execution of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, gender, veteran status, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, gender, age, national origin, veteran status or disability. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and all other terms and conditions of employment.
2. The partner agrees that he will not discriminate against any employee or applicant because of physical or mental disabilities, as required by federal law-Rehab. Act. Public Law 93-112 of 9/26/73; Affirmative Action Clause, Section 741.3; and Americans with Disabilities Act, Public Law 101-336, 7/26/90.
3. The University of Montevallo is an EEOC/Affirmative Action Employer. The University does not discriminate on the basis of gender in the education programs and activities which it will operate, pursuant to the requirements of Title IX of the Education Amendments of 1972, Pub. Law 92-318. The University conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affirmative action clauses and supporting regulations are incorporated by reference. 41 C.F.R. Sections 60-250.22, 60-741.22.
4. Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the partners will in no way be a cause for relief from responsibility. This shall include obtaining all appropriate licenses and permits necessary, if applicable.
5. It shall be the partner's responsibility to ensure that its employees are legally qualified to engage in work in the United States and that the Partner's employment practices are in full compliance with prevailing laws, including applicable regulations of the Immigration and Naturalization Service.
6. The partners shall comply with all OSHA regulations pertaining to the health and welfare of

its employees, especially those employees who may have on occasion to clean up blood and body fluid spills.

7. The partner shall provide all federal, state and local licenses and permits necessary at the time this contract is executed, covering the service the Contractor provides to the University. The partner shall pay all applicable permits, licenses, excise and retail sales and other taxes and all fees for approvals and renewals thereof required; give all notices; and comply with all laws, ordinances, rules, and regulations of the City of Montevallo, Shelby County, and the State of Alabama.
8. The University is exempt from Federal Excise Taxes and is also exempt from Alabama State and local sales or use taxes. All costs associated with the Contract must be stated in U.S currency.

## **COMPLIANCE WITH UNIVERSITY POLICY**



1. The partners shall ensure that all employees and contractors conduct themselves in accordance with University standards and all applicable policies while performing services on University premises or with University sponsored activities. The University reserves the right to request that any employees engaged in inappropriate behavior be asked to leave the premises for the duration of the project.

## **LIMITATION OF LIABILITY**



1. The partners, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University. If the Partners uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
2. The partners shall save and hold the University harmless from actions or claims against the University which may arise in connection with the scope of work specified herein and for sale of products or for performance or failure to perform of any service under this contract or for any/all injuries or death or property damage resulting or arising from the operation by the Partners of any vehicles or arising or resulting on or adjacent to the University premises.

3. The University will not enter into a contract which contains a clause requiring the University to indemnify or hold harmless any party. Any exception will be limited to the terms and limits of the University's general liability insurance coverage or an Alabama Board of Adjustments ruling.
4. The University will not enter into any contract which contains a clause limiting its remedies against any party. Any exception will be only to the extent permitted by Alabama law.
5. Notwithstanding anything in these conditions or other applicable conditions to the contrary, any provision(s) will not apply to the extent it is (they are) finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or constitution of the State of Alabama. Such determination shall not affect the validity of the remainder of the contract.
6. Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Alabama and any litigation with respect thereto shall be brought in the courts of the State of Alabama.

## **PREPARATION & SUBMISSION OF RFP**



1. Proposal will be received for items specified herein or attached hereto under the terms and conditions of this Request for Proposal (RFP).
2. In order to be considered, three (3) copies (one original, one copy, one digital via thumb drive) of each proposal, under seal, must be delivered to:

Steven Boydston  
Calkins Hall, Station 6001  
University of Montevallo  
Montevallo, Alabama 35115

no later than **4:00 pm C.S.T. on 6/14/23** . At this time, proposals will be opened for the sole purpose of recording the names of partners. It is the partners' responsibility to assure that his RFP is delivered so as to ensure timely receipt by the Purchasing Office. Proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered.

3. 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 a person duly authorized to legally bind the person, partnership company, or corporation submitting the proposal. A corporation must indicate place and date of incorporation. A representative or distributor responding to the RFP in the name of a principal should give the name of the firm to which

an order should be issued in the event of an award. The signature must be notarized.

4. Proposals must include all applicable requested information and meet all specification requirements. If significant errors are found in the proposal, or if the proposal fails materially to conform to the requirements of the RFP, the proposal will be rejected. Erasures or other changes must be initialed by the person signing the proposal.
5. Proposals are to be valid for at least 120 days following the closing date for this RFP. This period may be extended by written mutual agreement between partners and the University of Montevallo.
6. Proposals are to be prepared simply and in a manner designed to provide the University with a straightforward presentation of the contractor's capability to satisfy the requirements of this RFP.
  - a. Should any partners find discrepancies in, or omission from, the specifications, or be in doubt as to their meaning, the partners shall notify the Financial Manager at once and obtain a clarification prior to submitting a proposal. Interpretations which change the terms, conditions or specifications will be made in the form of an addendum to this request for proposal. If issued, the addendum will be sent promptly to all parties to whom the request for proposals has been issued. Receipt by a Partner of an amendment to this RFP must be acknowledged by email within forty-eight (48) hours of receipt. The acknowledgement should be addressed to Jenny Ceesay at [vceesay@montevallo.edu](mailto:vceesay@montevallo.edu).
7. Partners are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.
8. Any explanation desired by a partner regarding the meaning or interpretation of the RFP, attachments, specifications, etc., must be requested in writing. Any information given to a partner concerning the RFP will be furnished to all partners as an addendum to the RFP, if such information is necessary to partners in submitting offers on the RFP, or if the lack of such information would be prejudicial to uninformed partners.
9. After award of the contract, all proposals will be open for public inspection. Trade secrets, test data, financial data, and similar proprietary information will, to the extent provided by law, remain confidential, provided such material is so marked. However, net cost information will not be considered confidential.
10. The Partners must bear all costs associated with the preparation and submission of the proposal and of any visit to the University.



11. Partners must, upon request of the University, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this RFP. The Partners must satisfy the University that they are able to meet the conditions of the agreement without subletting the service in whole or in part.
  - a. In addition, the University of Montevallo may make such reasonable investigations as deemed proper and necessary to determine the ability of the partners to perform the work, and the Partners shall furnish to the University of Montevallo all such information and data for this purpose as may be requested.
12. Each Partner shall fully acquaint himself with conditions relating to scope and restrictions attending the execution of the work under this RFP. The failure or omission of a partner to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this RFP or to the contract.
13. Proposals submitted prior to the RFP opening date will be held. No proposals will be opened prior to the opening date.
14. A contract shall be awarded to the Partners whose proposal is determined to be most advantageous to the University. The University is not bound and will not accept any proposal based on price alone, but will make an award based on the evaluation factors set forth herein. The University further reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offer, to accept any item in any proposal. The University will be the sole judge as to whether the Partner's proposal has or has not satisfactorily met the requirements of this RFP.
15. Prior to the deadline, a submitted bid may be withdrawn by written notice to the University Representative. Written requests to withdraw must be signed by an authorized person on behalf of the Partners and shall not reveal the amount of the bid. A withdrawn bid may be resubmitted prior to the deadline. All resubmitted bids must fully comply with the RFP. The University will only consider the latest version of the bid.
16. Partners are cautioned that the University is not obligated to ask for, or accept after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. The University may award a contract based on initial proposals received without the discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable and complete operating and technical terms possible.
17. At the assigned date, sealed RFP's are publicly opened and recorded. The file becomes public record after the proposal has been thoroughly evaluated and the award determined. The file may be reviewed at the Purchasing Office.
18. In case of any doubt or differences of opinion as to the items to be furnished hereunder, the

decision of the University shall be final and binding on both parties.

19. In comparing the RFP's and awarding the contract, the University may consider such factors as relative quality and adaptability of supplies or services, the partners' financial responsibility, skill, experience, record of integrity, marketing and customer service plans, the time of delivery or performance offered, information gained from reference checks, interviews of Partner's personnel and management, and any other element or factor in addition to that of the proposal price which would affect the final cost to the University and whether the Partners had complied with the specifications.
20. In submitting a proposal, the Partner agrees not to use the results as a part of any commercial advertising.
21. The University reserves the right to reject all or any part of your proposal and award the contract to someone other than the lowest partner.
22. All prices and notations must be printed in ink or type written. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing RFP.
23. By submitting a proposal, the partner agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive. Failure to examine any drawings, specifications and instructions will be at partner's risk.
24. All partners must complete a State of Alabama Disclosure, which is included in the document, and return it with their RFP. Further, all partners must disclose the name of any University employee who owns, directly or indirectly, at least 1% interest in the partner's firm or any of its branches. Proposals by University employees will only be accepted in accordance with Alabama Code 36-25-11.

## **EVALUATION & AWARD**



A contract shall be awarded to the Partners whose proposal is determined to be most advantageous to the University. The University is not bound and will not accept any proposal based on price alone, but will make an award based on the evaluation factors set forth herein. The University further reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offer, to accept any item in any proposal. The University will be the sole judge as to whether the Partner's proposal has or has not satisfactorily met the requirements of this RFP.

In awarding the Contract, the University will consider a number of factors in combination in evaluating the proposals submitted. Factors will include, but not be limited to the following, which are not listed in order of importance:

- a. Contractor's record of performance and service in higher education and K-12 institutions in relation to services requested.
- b. Contractor's conformance to RFP's specifications, requirements, terms, conditions, and provision.
- c. Contractor's response to University's objectives.
- d. Contractor's pricing.
- e. Service aspects of Contractor's proposal.
- f. Personnel aspects of Contractor's proposal.
- g. Review of recommendations with respect to Contractor's operations at other similar universities and colleges.
- h. Extent of Contractor's size, credit standing, financial record, stability, and management

**Failure to provide any of the requested information may be grounds of rejection of your proposal.**

The University of Montevallo will issue an Award Letter once a selection has been made. All materials submitted in response to this RFP become the property of the University. Selection or rejection of a response does not affect this right.

The University reserves the right to make an award without further discussion of the Bids submitted; there may be no best and final offer procedure. Interviews and negotiations may be conducted with one or more of the Bidders, but there shall be no obligation to receive further information from any Bidder. Therefore each initial offer should contain the Bidder's best terms from a cost or price, service, and technical standpoint.

The University may consult references familiar with the Bidder regarding its prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a Bid shall constitute permission for the University to make such inquiries and authorization to third parties to respond thereto.

The University may elect to initiate contract negotiations with one or more Bidders including negotiation of costs/price(s) and any other issues or terms and conditions, including modifying any requirement in the RFP. The option of whether or not to initiate contract negotiations rests solely with the University. No Bidder shall have any rights against the University arising from such negotiations. The Bidders will be responsible for their travel and per diem expenses, required for any presentations, discussions, and/or negotiations.

The University reserves the right to award multiple contracts for the products, work and/or services that are the subject matter of this Bid and Bidder(s) are hereby given notice that they may not be the University's only Contractor or Bidder for such products, work and/or services.

As a result of the selection of a Bidder to supply products and/or services to the University, the University is neither endorsing nor suggesting that the Bidder's product or service is the best or only solution. The Bidder agrees to make no reference to the University in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the University.

## **SPECIFIC PROPOSAL REQUIREMENTS**



### **BUSINESS STRUCTURE & HISTORY**

1. Provide your company's name and address, and the primary RFP contact's name, phone number, e-mail address and fax number.
2. Please give a brief history of the company including the year organized, the year it began providing requested services, and the nature of the firm's ownership and specific details with regard to any affiliated companies or joint ventures.
3. Please provide the location of each of your company's offices. Indicate which office would service this account.
4. Please list your firm's lines of business.
5. Please discuss the overall business objectives of your firm with respect to future growth. Comment on any present or planned areas of emphasis over the near future.
6. Is Partner incorporated? If so, in what state and as what type of corporation?
7. Is Partner associated with any State contracts or Cooperative Purchasing Agreements?
8. List any business issue currently confronted by Partner that may have a significantly adverse effect on Partners or adversely affect Partner's ability to provide the goods or services required by this RFP.
9. List 3 of your customers using the service covered by this Bid similar in size, industry sector, and geographical presence to Montevallo. Please provide:
  - Customer name and address

- Customer employee size
  - Contact names and telephones (business and technical)
  - Brief description of the service provided
  - How long has Customer been using Partner to provide services?
10. List information regarding 2 of your customers (must currently be operational) previously using Partners to provide services that **no** longer is using Partners to do so. Please provide:
- Customer names and addresses
  - Describe service provided by Partner
  - Contact names and telephones
  - How long were these Customers using Partner to provide the service?
  - Why did these Customers cease their business relationship with Partners?
11. Describe other current products/services Partners has provided to the University of Montevallo (if applicable).
12. Describe any existing or pending contracts between Partner and the University of Montevallo.
13. What policies and procedures do you have in place to prevent any conflict of interest?
14. Describe the relevant aspects of your staffing:
- Partner's organizational structure with a chart
  - Partner's staffing by major division
  - How is staff allocated among Partner's customers?
15. List the name and location of primary individual(s) who would be responsible for our account and provide brief biographies including titles, functions, academic credentials, and relevant experience. Include the role of each consultant for this assignment, the role of back-up personnel and how many clients are assigned to each person named above?

## FINANCIAL INFORMATION

1. Please provide your Dun and Bradstreet (DUNS) Number, if any.
2. Please provide your current DUNS rating.
3. Please provide your Standard and Poor's rating.

4. Please describe any subcontractor relationships that would be involved in the support of any Gear UP contract. Please note: The use of any subcontractor requires approval in advance. Failure to do so may result in termination of contract.
5. Please provide a completed partner registration packet, to be found at [www.montevallo.edu](http://www.montevallo.edu).

## DIVERSITY INFORMATION

It is the policy of the University of Montevallo to promote and increase the participation of minority-owned business enterprises as suppliers and second-tier providers

1. Is the ownership of Partners (*specify all that apply*):
  - American Indian or Alaskan Native
  - Asian or Pacific Islander
  - Black (African American)
  - Hispanic
  - Non-Minority Woman
  - Woman Owned
  - Male Owned
  - Disabled Veteran Owned
  - Veteran Owned
  - Disabled Owned
  - Other (Please specify)
2. Are the partners United States citizens?
3. Has partner ever been certified as an Minority Business Enterprise by any agency? If so, please provide a copy of the certification.
4. Please submit partners own diversity program and reporting system used to track expenditures by ownership category.

## OTHER INFORMATION

1. How do your people, processes, and tools differentiate you from your competitors?
2. How do you propose to provide value to and partner with the University of Montevallo?

3. Based on the information provided, please provide a fee quote for the related services. Is the fee guaranteed for a certain period of time? If so, please specify the duration.
4. Please include a sample Statement of Work for these services, including the terms and conditions on which you would work with the University.
5. Provide in detail and start up or ancillary charges that may be incurred that are not included in the fee quote.
6. Partners must include transition plan to insure a smooth transition and uninterrupted services as it relates to the provided timeline.

## **TERMS & CONDITIONS OF CONTRACT**



1. Both the Request for Proposal and the Partner's response to the RFP will be incorporated by reference into the resulting contract.
2. The contractor shall be responsible for the complete performance of all the work under the contract and for the methods and means used in performing the contract. The Contractor is considered self-sufficient; therefore, he must provide all necessary personnel, material, and supplies.

The contractor shall be responsible for any damage to University property while executing any portion of the services requested.

3. In case of failure to deliver goods and services in accordance with the contract terms and conditions, the University of Montevallo, after due oral or written notice, may procure them from other sources and hold the Partners responsible for any resulting additional purpose and administrative costs. This remedy shall be in addition to any other remedies which the University may have.
  - A. The supervision of the performance of this contract is vested in the Principal Investigator. The Principal Investigator, and/or designee, is to have free access to all areas at all times for evaluating the contractor and the contractor is to afford them all necessary facilities and assistance for doing so. The Principal Investigator will decide any and all questions which may arise under the contract including, but not limited to, the quality and acceptability of work.
  - B. The University may require changes, additions or deletions in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this contract.

All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope. All amendments are binding only if they are approved and signed by the appropriate University authority.

## **TERM OF CONTRACT**



A separate contract will be issued upon award outlining the terms and dates of contract.

Either party may terminate this contract, without cause, upon written sixty (60) day notification to the partner or one hundred and twenty (120) day written notification to the University. The partner shall remove all belongings from University property no later than thirty (30) days after giving or receiving notice of cancellation, or after the end of the contract.

If the partner fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University of Montevallo may terminate the contract by written notice to the partner. The date of termination will be determined at the sole discretion of the University. The notice shall specify the acts of omissions relied on as cause for termination.

Such acts may include, but are not limited to:

- \*Partner's failure to maintain required insurance coverage.
- \* Partner's failure to furnish a stable work force.
- \* Partner's failure to furnish competent employees.
- \* Partner's failure to perform duties specified in this agreement.
- \*Failure to comply with any laws.
- \*Acts of dishonesty which are attributable to the partner or its employees.
- \*Submitting false or fraudulent information.
- \*Failure of partner to perform satisfactorily under this agreement.



## PARTNERS ACKNOWLEDGEMENT

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This proposal is in response to the University of Montevallo's Request for Proposal for GEAR UP Proposed Services.

Partner agrees to perform in accordance with all provisions of the RFP documents and any addenda thereto, except as may be specifically stated in this proposal, at the prices set forth herein.

Partners agrees that this proposal is a firm offer to the University of Montevallo which cannot be withdrawn for 120 calendar days from and after the proposal due date.

Partner certifies that it has thoroughly examined and fully understands all of the provisions of the RFP and the conditions of the contract documents attached thereto, as well as any addenda issued prior to the due date; that it has carefully reviewed and fully supports the accuracy of its proposal; has satisfied itself as to the nature and location of all work, the technical, general, and local conditions to be encountered in the performance of any work, the requirements of the contract and all other matters which may in any way affect performance or the cost thereof; and that the University of Montevallo shall not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

If awarded a contract, partner agrees to execute the contract and deliver it to the University of Montevallo within 15 calendar days, of such award.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Federal Taxpayer I.D. Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
DUNS Number