



**Auburn University
Request for Proposal
Aviation Fuel Supplier**

Due: 10:30a.m. CST on 06/10/2020

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Section I. Request for Proposal

A. Expectations for the Auburn University Aviation Fuel Supplier Contract

Auburn University is seeking an Aviation Fuel Supplier capable of providing both Jet “A” Fuel and 100LL AVGas for the Auburn University Regional Airport located at 2150 Mike Hubbard Boulevard, Auburn, AL 36830.

It is the intent of this request for proposal (RFP) to best describe the products and services for aviation fuels for Auburn University Regional Airport. All bids should meet or exceed the following expectations. Where expectations cannot be met, a detailed list should be submitted and labeled as “EXCEPTIONS.”

Any contract resulting from this request will be made available to other eligible entities. This may include but is not limited to; Auburn University; Auburn Montgomery; ACES; any related foundations and affiliates. Contracts resulting from the award of this request cover services requested by any entity listed above. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.

B. Proposal Overview and Definitions

Auburn University is requesting sealed proposals from qualified firms to establish a pricing agreement (contract) with a supplier to service the University’s needs for aviation fuel.

Proposals will be received in the AU Procurement and Payment Services office at 212 Ingram Hall, Auburn University, AL until 10:30am CST on Wednesday, June 3, 2020.

Throughout the remainder of this Request for Proposal, all entities involved will be referred to as follows:

- Auburn University will be referred to as “University” or “AU”.
- Office Supplier will be referred to as “Contractor” or “Supplier”.
- This document will be referred to as “RFP”.
- Area for deliveries to be referred to as “AUO”. This can include any out-lying Substations or Auburn University facilities or offices throughout the State of Alabama as well as the Auburn University at Montgomery campus.

All inquiries regarding this proposal and its contents should be directed to:

Matthew Pike
Strategic Sourcing Analyst
pikemat@auburn.edu
334-844-3630

Section II. Instructions to Proposers

A. Proposal Response

- Due to COVID 19 & the issuance of a shelter in place order from Governor Kay Ivey, Auburn University will allow the submission of electronic bids. Hard copy responses will no longer be received during this time. Complete bid responses should still be submitted by 10:30 CT on the designated bid due date. Emailed bid responses can be submitted to bids@auburn.edu with the appropriate Auburn University bid number as the subject line. No other language should be in the subject line.

Auburn University bid openings will be done solely online. In order to comply with State of Alabama bid law, bid openings will now be made public via the below conference call information. Telephone: Meeting ID: 921 523 189 Dial: +1 646 876 9923 (US Toll) or +1 312 626 6799 (US Toll) If you wish to listen to bid openings, please make sure your microphone is muted, as only PBS staff should be speaking during these openings.

- Proposers may withdraw proposals at any time prior to the time and date set for opening.
- The University reserves the sole and exclusive right to reject or accept any or all proposals and to waive any informality in proposal. The best interest of the University and their subsequent facilities shall be considered as the number one determining factor in selecting or not selecting a Proposer.
- No department, school, or office at the University has the authority to solicit official proposals other than Procurement and Business Services. All solicitation is performed under the direct supervision of the Director of Procurement and Business Services and in complete accordance with the University policies and procedures.
- The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. The University will make reasonable efforts to protect proprietary information but all records are subject to State of Alabama open records laws.
- Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Procurement and Business Services will schedule the presentations.
- The University is committed to the development of Small Business and Small Disadvantaged business (SB & SDB) suppliers. If subcontracting is necessary, the contractor will make every effort to use SB & SDB in the performance of this contract. Reporting will be required throughout the duration of the contract indicating the extent of SB & SDB participation.
- The Suppliers shall indemnify, defend, and hold harmless the University, its officers, agents, and employees from any claims, damages, and actions of any kind or nature arising from or caused by the use of any materials, goods, equipment, or services furnished by the Supplier, provided that such liability does not attribute to the sole negligence of the University.
- The successful supplier will have to attest to the following: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be

in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

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

Section III. Form of Proposal

A. Proposal Format

- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the offeror must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Copies may be submitted in bulk.
- The outer carton of the response must include the name of Company, RFP number, and due date and time.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- No telephone, facsimile or telegraphic proposals will be considered. Proposals received after the time for closing will be returned to the proposer unopened.

B. Tabular/Paginated Format

- Tab 1: A one to two page executive summary of the offeror's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the RFP, and how the proposer plans to address the University's requirements.
- Tab 2: Completed and signed RFP Cover Page.
- Tab 3: Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this RFP process.
- Tab 4: The financial statements of the company for the past three years. If the company is a division of a larger corporation, the statements must be submitted for the corporation as a whole and for that division of the corporation.
- Tab 5: A listing of the company projects/customers similar in size and scope to the services described in the RFP. This list must include the name, address, telephone, and email address of the client contract administrator. If applicable, please list examples of services rendered in the state of Alabama, particularly within institutions of higher learning.
- Tab 6: Description of line service training procedures.
- Tab 7: Description of any financial considerations and flexibility of the bidder.
- Tab 8: Credit Card Program
- Tab 9: Fixed Base Operations (FBO) Programs
- Tab 10: Mobile Refueling

- Tab 11: Description of environmental and sustainability policies of the bidder.
- Tab 12: Description of quality control and emergency response procedures.
- Tab 13: Additional comments.
- Tab 14: Vendor Disclosure Statement.
- Tab 15: (Attachment C – Pricing Matrix)
- Tab 16: Exceptions to any terms and conditions.
- Tab 17: Sample contract for review by Auburn University.

Section IV. Bid Conditions/Overview

Background & Objectives

1. The total volume of aviation fuels pumped in the last three (3) fiscal years (FY17, FY18, FY19) are as follows (in gallons)

For fiscal year 17: Jet "A": Total volume: 311,534 gallons. AVGas (100LL): 140,439 gallons.

For fiscal year 18: Jet "A": Total volume: 377,791 gallons. AVGas (100LL): 153,846 gallons.

For fiscal year 19: Jet "A": Total volume: 370,795 gallons. AVGas (100LL): 202,384 gallons.

2. The airport fuel farm consists of the following above ground tanks: One (1) 12,000 gallon Jet "A" and One (1) 12,000 gallon AVGas 100LL. Additionally, the airport owns or leases and operates the following fuel trucks: One (1) 3,000 gallon Jet "A" and Two (2) 1200 gallon AVGas 100LL. Bidders unfamiliar with the facilities at the Auburn University Regional Airport are encouraged to contact Richard Yerby, Manager, at 334-844-4597 to arrange for a site visit.

Quality Control

- A. Aviation fuel furnished must meet ASTM-D910 Standards for 100LL AV Gas and ASTM-D1655 for Jet A fuel. A technical specification of each product bid must be supplied with the bid response and must be in adequate detail to demonstrate that the product is equivalent to those specified.
- B. A copy of the MSDS for each product specified must be supplied with the response.
- C. Within your response to this RFP, please provide details related to how each type of fuel listed will be delivered and which haulers are used by your company.
- D. Each delivered load of fuel must be accompanied by a Certificate of Analysis from the refinery laboratory and be signed by authorized and qualified laboratory operations personnel.
- E. If it is found that the fuel supplier or his agents does not comply with acceptable quality standards of the fuel delivered to the airport, the fuel supplier, at no cost to the University, shall remove such substandard fuel from the airport tanks, clean the affected fuel tanks, and associated piping, and replace it with fuel that does meet quality standards within 48 hours. If the fuel has not been delivered into the tanks the delivery truck shall remove the unacceptable fuel, at no cost to the University, from the airport, and the fuel supplier or agent shall deliver fuel, which meets the specified standard.
- F. The successful bidder shall provide at a minimum semi-annual quality assurance inspections of all the airport's fixed and mobile aviation fuel storage facilities at no cost to the University. Sample inspection forms covering the aspects of quality inspections shall be submitted with the proposal.
- G. The successful bidder shall provide information for customer support, including technical assistance at the refinery and corporate level (i.e. petroleum engineers). Describe your customer support capabilities.

Line Service Training

- A. The successful bidder shall provide annual quality assurance and line service training at no cost to AUO. Describe the types of training available and the training curriculum(s).
- B. The successful bidder shall provide annual training for the AUO Fueling Supervisor and line service personnel, which meets or exceeds the requirements of FAA Part 139.321. This training shall be provided at no cost to the University. Describe the training to be provided.

Fuel Ordering

- A. Provide information on fuel ordering procedures, including support for an after hour emergency.
- B. Delivery of any product shall be made within twenty-four (24) hours, but never later than forty-eight (48) hours after the order has been placed.

- C. Provide information as to the name and the location of the product terminals, which will be the primary and the back-up terminals providing fuel to AUO.
- D.

Credit Card Program

- A. Describe in detail the credit card program being offered including credit cards accepted and credit card processing fees (%).
- B. The University operates a VX520 terminal for Point of Sale processing. Advise if this equipment is useable with supplier's credit card program. If not, what equipment will be furnished, installed and programmed at supplier's expense? If more advanced point of sale equipment is available, the bidder shall supply that information. Successful bidder shall also supply, at no cost to the University, a manual imprinter.
- C. Describe method and terms to reimburse University for credit card sales.
- D. Describe the assistance and the support available for addressing and resolving accounting issues.

Fixed Base Operations (FBO) Programs

- A. Describe the national advertising program available to promote and increase awareness of our FBO facility.
- B. Describe the availability and provide the annual rate of participation of co-op advertising available to our FBO facility.
- C. Describe fuel truck painting, marking, windsock supply, identification signage (a pole sign is not acceptable), advertising aids, and uniform supply programs that are available to our FBO facility.
- D. Describe the eligibility to display and promote our FBO facility at a national convention and/or trade show.
- E. Describe the available FBO Training programs.
- F. Describe any branding options available to our FBO facility.

Mobile Refueling

- A. As previously stated, the University owns and operates its own refueling trucks. However, in the event of an equipment breakdown, the University shall require an emergency loaner refueling vehicle to continue operations with minimal impact. Describe in detail, any emergency program of this nature available to meet AUO's potential needs.
- B. State if you have 3,000 gallon and 5,000 gallon Jet A refuelers and 1,200 gallon or 2,000 gallon AVgas refuelers available for lease. Describe the equipment leasing program, including rates and terms.

Commingling

- A. Commingling of fuel, in University owned fuel tanks, with fuel from other suppliers is not permitted.

Emergency Response

- A. Describe availability of personnel, response time, and procedures to be followed in the case of an aircraft incident/accident where fuel/fueling procedures might be a contributing factor in the incident/accident.
- B. Also, state the availability of personnel, response time and procedures to be followed in the case of substandard fuel.

Insurance

- A. Describe your company's fueling liability insurance program. Dealers shall provide a minimum \$75,000,000 excess aircraft fueling liability policy, which is in addition to the primary coverage maintained by the airport. The dealer shall name Auburn University as an additional insured.
- B. The supplier shall guarantee to furnish adequate protection from damage to the University's buildings, grounds and/or equipment, as well as protection from damage to the property of others, occurring on account of, or in connection with, or occasioned by, or resulting from the furnishing and delivering of fuel under this contract and shall be liable for any damages for which the company or its employees are responsible.

Pricing

- A. The price for the fuel shall include the cost of the fuel, transportation costs, and all program costs. Invoices shall include the fuel price and state and federal taxes. Any taxes and fees must be listed separately and clearly identified on all invoices and statements.
- B. The bidder guarantees that the constant net mark-up per gallon from index/posted price (**Platts Gulf Coast Pipeline**) for Jet A and from supplier pricing for 100LL is fixed for the duration of the contract period.
- C. The pricing shall be forwarded to Auburn University weekly. Written notice can be received by fax and/or e-mail notification. Individuals to receive e-mail notice will be identified by the Airport Director at time of contract award.
- D. All pricing, excluding federal and state taxes, shall be as posted week of bid due date and should be F.O.B. Auburn University Regional Airport and exclude any federal and state taxes. Approximately 306,694 gallons (3 year average) of Jet A per year in transport truck deliveries for AUO(non-airline) & approximately 125,134 gallons (3 year average) of AVGas.

NET AU COST FOR JET A \$_____PER GALLON

- a. CONSTANT MARK-UP FROM INDEX/POSTED PRICING FOR JET A FUEL
\$_____PER GALLON.

NET AU COST FOR AVGAS 100LL \$_____PER GALLON

- a. CONSTANT MARK-UP FROM SUPPLIER PRICING FOR AVGAS 100LL FUEL
\$_____PER GALLON.

Optional Services

AUO has a desire to add the following options upon approval of projects and funding. If any additional financial incentives are available, please provide them as a part of your financial proposal.

- 1. 12,000 gal above ground tank
 - a. Stainless with plumbing
- 2. 2,000 gal truck for AVGas
 - a. Diesel
 - b. Automatic transmission

Contract Amendments

If during this contract alternative fuel is approved by the FAA, AUO reserves the right to amend the contract to include such approvals.

Contract Period

- A. The contract period shall be ten (10) years from the award date.

Other Information

- A. List any other information you feel should be considered in the evaluation of this quotation.
- B. Provide your company's policy and practices relative to environmental protection.

Section V. Evaluation Criteria

The objective of this process is to identify the Best Value suppliers that can serve the University well and provide attractive pricing. The University shall determine the award after evaluating each response on the following points. For the basis of award, each of the points will be considered in the listed order:

Pricing – 50%

- **Supplier having the lowest overall cost in dollars (this is to include the optional services listed)**

Customer Service (with supporting documentation) – 45%

- **Customer Service**
- **Marketing Program(s)**
- **Issue Resolution**
- **Delivery Schedule/Confidence of Order & Delivery (order turnaround)**

Supplier's References/Complete (Thorough) Proposal – %

- **3 references of program of similar size**
- **Understanding of the nature of the project**
- **Supplier's compliance with all requirements of RFP specifications**
- **Commitment to the relationship with the University and customers**
- **Detailed proof of all requested qualifications and specified services**
- **MWBE Programs**

Section VI. General Terms and Conditions

1.0 – General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.10 – Samples, when required, must be furnished free of expense after the opening of the bid and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten days following the opening of bids/quotations, unless otherwise stated. Each individual sample must be labeled with the bidder's name and item number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. a. Workman's Compensation – Statutory

- b. Employer's Liability - \$1,000,000.00
- 2. Comprehensive General Liability
 - a. General Aggregate - \$1,000,000.00
 - b. Products-Complete - \$1,000,000.00
 - Operations Aggregate
 - c. Personal & Advertising - \$1,000,000.00 injury
 - d. Each occurrence or single limits of - \$1,000,000.00
- 3. Automobile Liability
 - a. Bodily injury - \$1,000,000.00 Each Person
\$1,000,000.00 Each Occurrence
 - b. Property damage or combined single
\$1,000,000.00 each occurrence limit of \$1,000,000

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

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

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

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

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

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

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

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

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

Attachment B. Calendar of Events

Task	Date
RFP Bid Issued	05/14/2020
RFP Bid Due	06/10//2020
RFP Bid Opening	06/10/2020

All inquiries regarding this proposal and its contents should be directed to:

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