



THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
 PROCUREMENT SERVICES
 301 SPARKMAN DRIVE
 HUNTSVILLE, ALABAMA 35899
 PHONE (256) 824-6484

DATE
 09/23/08

BID NUMBER
 B001817

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT THE UNIVERSITY OF ALABAMA IN HUNTSVILLE, PROCUREMENT SERVICES, BUSINESS SERVICES BLDG., HUNTSVILLE, ALABAMA 35899. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

RESPONSE DUE BY:
 10/08/08
 1:30 PM

WHEN USING FEDEX, UPS, OR ANY EXPRESS PACKAGING/SHIPPING, THE BID NUMBER MUST BE CLEARLY PRINTED ON THE AIR BILL.

REQUEST FOR FORMAL BID

CONTACT
 TERENCE HALEY

PHONE
 256-824-6674

VENDOR NO.
 «vendornum»

V
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ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

THE ABOVE BID NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE

OR EQUAL, REFER TO GENERAL CONDITIONS ON ATTACHED SHEET

NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
01			THE UNIVERSITY OF ALABAMA IN HUNTSVILLE REQUESTS SEALED BIDS FOR LAUNDRY VENDING SERVICES FOR UNIVERSITY HOUSING FOR THE PERIOD OF OCTOBER 2008 THROUGH SEPTEMBER 30, 2011 PER ATTACHED SPECIFICATIONS.		
02			AWARD: NO AWARD INFORMATION WILL BE MADE AVAILABLE BY TELEPHONE, FAX, MAIL, OR EMAIL. ONCE THE BID IS AWARDED, THE AWARD INFORMATION AND TABULATION WILL BE POSTED TO OUR WEBSITE: http://www.uah.edu/admin/bussvcs/bidawards.htm (SCROLL DOWN TO APPROPRIATE BID NUMBER)		

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR. I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

TOTAL →

SIGNATURE _____
 COMPANY REPRESENTATIVE

DATE _____
An Affirmative Action/Equal Opportunity Institution

UNIVERSITY OF ALABAMA IN HUNTSVILLE
REQUEST FOR FORMAL BID
BID

Period of Contract: (3 years): Commencing on October 2008
through September 30, 2011; with two (2) one (1)
year renewal options

Sealed Bids will be received until **October 8, 2008 at 1:30pm** for furnishing the goods/services described herein.
Prospective contractors are to contact Juanita Owens, Associate Director of University Housing at (256) 824-6108 to
arrange for an on-site visit.

**BIDS ARE TO BE DELIVERED TO: UNIVERSITY OF ALABAMA IN HUNTSVILLE, PROCUREMENT
SERVICES, BUSINESS SERVICES BUILDING, HUNTSVILLE, AL 35899.**

In compliance with this Request for Formal Bid and to all the conditions imposed herein, the undersigned offers and
agrees to furnish the services in accordance with the attached signed bid.

Name and Address of Firm:

Date: _____

By: _____
(signature in ink)

Title: _____

FEI/FIN No: _____

Phone: _____

I. PURPOSE

The purpose of this Request for Formal Bid (RFB) is to solicit sealed bids to establish a contract, for the renovation, operation, and management of the coin-operated laundry facilities at the University of Alabama in Huntsville, hereafter referred to as "University".

II. BACKGROUND

The University desires to offer the highest quality coin-operated laundry facilities, equal to national commercial and collegiate facilities. Approximately 1250 students, housed in 5 residence halls and approximately 400 summer residents may utilize in-house laundry facilities. The University currently has 14 washers & 8 dryers in Southeast Campus Housing, 10 washers & 10 dryers in Central Campus Residence Hall and 8 washers & 8 dryers in Franz Hall Campus Residence Hall, 6 washers & 8 dryers in North Campus Residence Hall, and 10 washers & 10 dryers in the Greek Houses (5 houses-2 washers and 2 dryers in each house.)

The annual potential sale listed herein is an estimate only based upon previous sales. \$18,823.

The University makes no warranty, either expressed or implied, of the annual sales potential to be realized from this contract.

III. STATEMENT OF NEEDS

A. GENERAL

1. The Contractor shall furnish all supplies, material equipment, management and labor necessary for the professional, efficient, sanitary and ecologically sound operation of coin-operated laundry facilities.
2. The Contractor shall purchase, install, service, maintain and collect revenues from the coin/card operated laundry equipment located in resident housing operations of the University.
3. The Contractor shall maintain good public relations with University students, faculty and staff at all times.

B. REQUIRED INFORMATION

1. CONTRACTOR'S EMPLOYEES

- a. It is the responsibility of the Contractor to provide a sufficient staff of employees, properly trained, to consistently maintain the contract. To that end, **THE UNIVERSITY REQUIRES A FULL LIST OF EACH PROSPECTIVE CONTRACTOR'S FULL TIME EMPLOYEES THAT ARE AVAILABLE TO RESPOND TO THE UNIVERSITY'S NORMAL CALLS FOR SERVICE** within a reasonable time frame. Also, all prospective contractors shall provide with their bid the number of schools, which are serviced by the available employees. These numbers will be used to form a ratio of **EMPLOYEES to COLLEGE and/or UNIVERSITY CUSTOMERS**. Subcontractors shall not be considered as part of the prospective contractor's employee list.

All prospective contractors shall also provide with their bid the total

2. The Contractor shall maintain and service all washer and dryer equipment on a frequent and continuous basis, and shall indicate in their bid how the schedule will be implemented.

3. The Contractor shall pay to the University a percentage of the gross laundry revenues on a monthly basis. The percentage shall be calculated by multiplying the previous month's gross laundry collections by the percentage offered. The prospective contractor shall describe all relative information with regard to the processing of collections and remittance of commissions.
4. The Contractor shall identify at least one person who will serve as contract coordinator between the Contractor and the University.
5. **EQUIPMENT**
 - a. All coin-operated laundry equipment shall be brand new energy efficient laundry equipment, or new washers and new dryers of equivalent quality. All washers and dryers provided MUST have a Machine Interface Device (M.I.D.) built-in to the control panel, which will interface with industry standard card readers, specifically the Blackboard Incorporated.
 - b. The laundry equipment shall be of most recent design, of adequate size, capacity and proven efficiency for the intended use. Laundry equipment shall be matching (same color and type) at a location and shall be of the same modular design and the same height to give uniformity of appearance.
 - c. **ALL WASHERS AND DRYERS ARE REQUIRED TO HAVE TAMPER PROOF COUNTERS INSTALLED AND WORKING ON EACH UNIT.** Contractor will use counter readings to verify accuracy of each collection.
 - d. The contractor shall provide handicapped accessible equipment in accordance with ANSI Code A117.1, in residence halls designated as handicapped accessible facilities. A description of the Contractor's preferred brand and model of handicapped accessible machines is required.
 - e. Enhance current campus laundry facilities.
 - f. All equipment must be reviewed and approved in advance, in writing, by the University prior to installation.
 - g. Ownership of all coin-operated laundry equipment shall remain with the Contractor.
 - h. Dryers shall be metered for 60 minutes of drying time upon deposit of .75 cents. Washers shall be metered at .75 cents per cycle. If the Contractor determines it necessary to change a washing/drying metered time and/or the prices during the contract period; the Contractor shall make those changes only after the written approval of the University.
 - i. When maintaining laundry equipment, if a machine is a consistent problem requiring frequent service, replacement with a machine of equitable quality is desired.
 - j. Install a coin/card operated laundry detergent/dryer sheet machine in each residence hall.
 - m. Utilize online service for reporting maintenance issues.

6. The University will have the right to determine, at any time during the course of the contract, whether the amount of equipment should be increased or decreased. The initial quantity of machines provided by the Contractor shall be of equal or greater number than the number of machines currently on site. Equipment, which is no longer required by the University, shall be promptly removed by the Contractor, at the Contractor's expense.

7. VENTILATION

The Contractor shall provide maximum ventilation for each dryer. This shall include, but is not limited to, venting materials, vent or exhaust fans and the labor. Venting may be to the outside or into an existing building ventilation system as determined by mutual agreement between the University and the Contractor. Changes to existing ventilation systems will be the financial responsibility of the Contractor. Each prospective contractor shall identify the type of material typically used for venting (i.e. hardpipe venting, silver flex, venting, plastic flex tubing, etc.) It shall be the responsibility of the vendor to maintain and service all machine venting.

8. All expenses for the installation or removal of washer and dryer machines shall be borne by the Contractor.

9. EMPLOYEES

- a. The Contractor shall furnish, install, at its expense, a sufficient number of employees to satisfy the student's requirements. Failure to provide all employee information as specified under letter B may cause a prospective contractor's bid to be considered non-responsive.
- b. All Contractor representatives handling cash at the University shall be DIRECT, FULL-TIME EMPLOYEES of the vendor. Subcontracting of collection responsibilities shall not be allowed under any circumstances.
- c. The Contractor shall furnish employee uniforms, which will easily and appropriately identify the Contractor and the employee by name. Exceptions shall be determined by mutual agreement between the University and the Contractor. All Contractor employees must present a neat and clean appearance while performing under this contract.
- d. All employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable governmental regulations related to employment, compensation and payment of personnel.
- e. Employees of the Contractor shall observe all regulations of the University. Failure to observe such regulations may be grounds for removal from the University campus.

10. MANAGEMENT

- a. The Contractor is responsible for establishing effective management controls in the performance of the contract. The amount and quality of control that the vendor has over their representatives may be a factor in determining the award of this bid.
- b. The Contractor shall appoint a Contractor's Management Agent who will routinely review and inspect operations, personally fill staff vacancies, if necessary, and consult with the University on current and future service programs. The Contractor's Agent shall be thoroughly familiar with all aspects of the contract and shall have full authority on the Contractor's behalf in any and all matters pertaining to the contract.

11. DAMAGE REIMBURSEMENT

The Contractor shall be responsible for reimbursing customers for damage to clothing due to Contractor's equipment malfunction. Any claim which cannot be resolved between the customer and the contractor shall be presented to the Associate Director of University Housing or designee for resolution. The decision of the Associate Director shall be final.

12. SECURITY

- a. The Contractor is directly responsible for the correct calculation of the commission due to the University, and the integrity of all collections. Therefore, it is required that full time employees of the Contractor make all collections. The subcontracting of collections by the Contractor will not be allowed under any circumstances.
- b. The Contractor is responsible for control of all keys issued to its representative by the University and the security of the laundry areas when the Contractor uses them. The Contractor shall be responsible for immediately reporting all of the facts relating to losses incurred, equipment damage or break-ins to its equipment, and areas of the University. The University shall designate the authority that shall receive these reports and be responsible for key issue and periodic review of key control.

13. The Contractor assumes full risk and responsibility for any loss, destruction or damages to the Contractor's equipment.

14. SPACE AND STORAGE OF CONTRACTOR'S PROPERTY

The Contractor shall not be required to pay any rental for the space occupied by the washer and dryer equipment furnished when in use on the premises of the University. The Contractor is not authorized to make any improvement or alteration to the space or to the facilities in which the machines are installed without the prior written approval of the University.

The University permits the Contractor to use such spaces as necessary to carry out the terms of this contract; such spaces are those areas presently used for coin-operated laundry services. Any new areas not presently utilized for laundry vending service must be mutually agreed upon, in writing, between the University and the Contractor.

15. UTILITIES

- a. The Contractor is responsible for inspecting facilities and identifying available utilities for placement of machines.

The University shall be responsible for providing the proper utilities for connection of washers and dryers. The Contractor shall be responsible for installing and connecting equipment to the utilities. All installation and venting of gas dryers shall be done in accordance with local codes and requirements. Permits are required where applicable. The Contractor will be responsible for the costs involved in connecting to utilities provided by the University.

- b. Contractor shall be responsible for the repair or replacement of utilities damaged during facility renovation at the Contractor's expense.
- c. The University shall not guarantee an uninterrupted supply of water, electricity, or heat except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any losses, which may result from the interruptions or failure of any such utility service.

16. PEST CONTROL

The University shall be responsible for insect and pest control in all coin-operated laundry service areas.

17. FREE SERVICES

The Contractor shall not furnish free or discounted service to any individual(s) who utilizes the coin-operated laundry services; except for promotional purposes as approved in advance, in writing, by the University.

18. FACILITIES

The University may, from time to time, request the services of the Contractor to assist with the development of layouts and specifications for new coin-operated laundry facilities. These consulting services shall be provided at no charge to the University.

19. Provide additional laundry equipment with the addition of any new residence halls built on campus during the term of the contract. (Anticipate an addition of 600-700 beds in two years)

20. USE, SALE OR OTHER DISPOSAL OF CONTRACTOR'S EQUIPMENT

Any vending equipment not removed from the University locations on termination of the contract and/or after ten days written notice to the Contractor may be removed and placed in storage by the University. The Contractor shall be responsible for all costs of removal, storage and revenue loss. If after thirty (30) days from the date of written notice for removal the equipment remains at the University, the disposition shall be at the discretion of the University and at the expense of the Contractor.

21. CONTRACT CANCELLATION

If the Contractor fails to perform or comply with any of the requirements specified herein, the University will advise said contractor in writing via certified mail of these deficiencies. The contractor will be afforded thirty days from receipt of said notice to correct or take reasonable steps to correct the deficiencies noted in said transmittal. If the Contractor fails the University may, at its discretion make further written notice to the contractor that at the end of an additional thirty day period the University shall consider this contract canceled and that the University is released from all obligations hereunder. The determination as to whether reasonable steps have been taken will be at the sole judgment of the University.

22. Any damage to University's property or equipment resulting from work performed under this contract shall be repaired to the University's satisfaction at the Contractors' expense.

22. The University shall not be responsible for any losses or damages to the Contractor's property to include supplies, tools, and equipment. The Contractor is responsible for providing proper security and identification for such items at her/his own expense.

IV. REPORTING AND INSPECTION REQUIREMENTS

- A. The Contractor shall provide the following documentation to the University for approval:

1. REVENUE STATEMENT

The Contractor is required to provide as part of their response to this RFB the statement format that will be used to document monthly collections. The ideal statement will itemize sales activity by location, compare counter readings with revenue collected from each location, and provide written justification for instances where counter readings do not match revenue collected.

2. All washer and dryer equipment shall be identified by equipment make, model, year of manufacture, serial number, and location for the permanent files of the University. It is the responsibility of the Contractor to keep this information current.
3. The Contractor shall provide the specific equipment location with information as to where malfunction reports, operational comments, and refund request may be directed. All information required to be posted; including permits; licenses and price regulations shall be displayed by the Contractor in an appropriate manner approved by the University without defacing the facilities of the University.
4. The University shall periodically and without advance notification inspect the coin-operated laundry facilities and equipment with or without a Contractor's employee.

V. BID PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. RFB RESPONSE

All bidders must submit a complete response to this RFB. One (1) original and two (2) copies of each bid must be submitted to the Issuing Agency. The bidder shall make no other distribution of the bids.

2. BID PREPARATION

- a. An authorized representative of the offeror shall sign bids. All information requested must be submitted. Failure to submit all information requested may result in rejection of the bid. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Bids should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFB. Emphasis should be on completeness and clarity of content.
- c. Each copy of the bid should be bound in a single volume where practical. All documentation submitted with the bid should be bound in that single volume.
- d. Ownership of all data, materials and documentation originated and prepared for the University pursuant to the RFB shall belong exclusively to the University and be subject to public review.

B. ORAL PRESENTATION

Offerors who submit a bid in response to this RFB may be required to give an oral presentation of their bid to the Issuing Agency. This will provide an opportunity for the Offeror to clarify or elaborate on the bid but will in no way change the original bid. The Issuing Agency will schedule the time and location of these presentations. Oral presentations are an option of the Issuing Agency and may not be conducted.

VI. BID REQUIREMENTS

Bids should be as thorough and detailed as possible so that the University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items, in addition to those already requested:

- A. The return of this complete RFB signed and completed as required.
- B. Approach to providing the service: It is most important to identify the services that will be performed by direct employees of the Contractor, and those services that will be performed by a subcontractor of the Contractor. Other issues concerning "approach" include methods for handling service calls, collection of revenue, and the procedures for returning the appropriate percentage to the University.
- C. The financial resources of the Offeror to perform the contract; to include a copy of the Offeror's most recent statement audited by an outside CPA firm. The Offeror needs to indicate whether the machines required under this RFB will be financed by an outside source.
- D. Description of the Offeror, its size, number of employees, and annual sales, to include:
 - a. A brief history of the Offeror, emphasizing its services to higher education;
 - b. The employee to customer ratio as described in Section III, Letter B.1.a.
 - c. A description of the Offeror's general experience in providing coin-operated laundry vending service;
 - d. The contract's listing of the southeastern college and university current washer and dryer vending accounts. For each location, the following information is to be provided:
 - i. Name and location of business;
 - ii. Point of contact (name and telephone number):
 - e. A statement of the Offeror's personnel management philosophy and describe the steps the Offeror would take to ensure that only the most qualified individuals are employed to provide coin-operated laundry vending service for the University.
- E. Percentage of revenue that will be returned to the University. The University does not wish to entertain any type of commission structure that would guarantee the Contractor revenue. No cycle deductions will be permitted.
- F. List of promotional activities conducted in the past at similar Universities, as well as those that would be conducted at the University of Alabama in Huntsville.
- G. Any other information, which the offeror feels, the University should consider in evaluating the bid.

VII. AWARD CRITERIA

Selection shall be made of one Offeror deemed to be fully qualified and best suited among those submitted bids on the basis of the evaluation factors included in this RFB. Financial guarantee to the University shall be considered, but will not be the sole determining factor. After reviews have been conducted, the Issuing Agency shall select the Offeror which, in its opinion, has made the best bid, and shall award the contract to that Offeror. The Issuing Agency may cancel this RFB or reject any and all bids at any time prior to an award. The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the Contractor's bid.

The Offeror's signature on the bid constitutes that the Offeror is aware of the conditions under which the contract must be accomplished.

VIII. GENERAL TERMS AND CONDITIONS

1. **SUBMITTAL:** All bids must be submitted in writing on this form. Bidders shall be responsible for actual delivery of bids during business hours to the University's Purchasing Services office by the closing date referenced herein. It shall not be sufficient to show that a bid was mailed in time to be received before the scheduled closing date.
2. **SPECIFICATIONS AND CONDITIONS:** Any conditions which the bidder wishes to stipulate other than shown herein must be so stated in writing and attached hereto. No deviation in terms and conditions will be allowed unless accepted by the University.
3. **ACCEPTANCE AND REJECTION:** The University reserves the right to waive any formalities and to reject any and all bids.
4. **AWARD:** All qualified bids will be evaluated and acceptance made of the proposal judged by the University to constitute its best interest.
5. **PERFORMANCE AND DEFAULT:** A performance bond from the successful bidder as provided by law without expense to the University is required. If, through any cause, the contractor shall fail to fulfill in timely and proper manner, the obligation under this proposed contract, the University shall thereupon have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, the Contractor shall be entitled to receive fast and equitable compensation for any satisfactory services completed. Notwithstanding, the contractor shall not be relieved of liability to the University for damages sustained, and the University may procure the services from other sources and hold the contractor responsible for any excess costs of loss of revenues occasioned thereby.
6. **INSURANCE:** Before commencing the contract, the contractor shall obtain an insurance company duly authorized to do business in Alabama, insurance as follows:
 - A. **Workmen's Compensation** – The Contractor shall take out and maintain during the life of this contract Workmen's Compensation for all of his/her employees employed at the site of the project and in case any work is sub-let, the contractor shall require the subcontractor similarly unless the employees are covered by the protection afforded by the contractor.
 - B. **Public Liability and Property Damage** – The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him/her and subcontractor performing work covered by this contract from claims for damage for property damages, which may arise from operations under this contract whether such operation by himself/herself or by any subcontractor or by anyone directly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$100,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$300,000 on account of one accident, and Property Damage Insurance in an amount not less than \$50,000.
 - C. **Proof of Carriage** – The Contractor shall furnish the University one copy of certificate from insurance company as proof of carriage of insurance required as specified above.
 - D. It is agreed that the coverage stated shall not be canceled or changed until ten

(10) days after written notice of such termination or alteration has been sent by registered mail to the University.

7. **TERMINATION:** The University may terminate this contract at any time for any reason by providing thirty (30) days prior written notice to the Contractor.
8. **EMPLOYEES:** The Contractor shall represent that he has or will secure at his own expense all personnel required in performing services under this contract. Such personnel shall not be employees of the University.
9. **BANKRUPTCY:** The filing of a petition of bankruptcy or insolvency by or against the Contractor shall terminate this contract.
10. **ASSIGNMENT:** The Contractor shall not assign or transfer any interest in this contract.
11. **TIME FOR CONSIDERATION:** Preference may be given to bids allowing not less than thirty (30) days for consideration and acceptance. No bids may be withdrawn after the scheduled closing time for receipt of bids for a period of thirty (30) days.
12. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
13. **CONTRACTUAL FORM:** It is agreed between the parties hereto that the place for this proposed contract, its status and form, will be (Madison, Alabama); and in said County and State, shall all matters whether sounding in contract or tort related to the validity, construction, interpretation, or enforcement of this contract be determined.

EXECUTION OF BID

Date:

In compliance with foregoing request for bids, subject to all conditions thereof, the undersigned offers and agrees that if this bid is accepted within _____ days from the date of the opening to furnish the services as specified.

Bidder: _____

Address: _____

By: _____

Title: _____

Phone number: _____

Payment Terms: _____

OPTION A:

Annual Guaranteed Payment to the University: _____

Percentage of collections to be returned to the University: _____

OPTION B: Based on an additional investment by the Contractor for card readers and associated Equipment.

Annual Guaranteed Payment to the University: _____

Percentage of collections to be returned to the University: _____

Contractor's investment in card system equipment: _____

*NOTE: This page must be returned as page one (1) of the Offeror's bid.

Please mark envelope: Bid #B001817

GENERAL CONDITIONS

1. **Award:** The University of Alabama in Huntsville reserves the right to accept or to reject any or all bids and 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 bidder's service, integrity, facilities, equipment, reputation, and past performance will be weighed along with the quality displayed in the samples submitted. Bids may be awarded either item by item, in products groups, or all or none, whichever appears to be in the best interest of the University. The University reserves the right to waive any or all formalities.
2. **Bid Withdrawal:** No bids may be withdrawn without approval from The University of Alabama in Huntsville Procurement Services. Any requests for withdrawal must be in writing to Procurement Services within five (5) days after opening date with justification for reason of withdrawal. More than two (2) such requests could result in removal from our bid list. No bid may be withdrawn after the issuance of purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to "Default of Contractor".
3. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in bid evaluation any cash discount of less than thirty (30) days duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid response. Bids containing "payment in advance" or "COD" requirements may be rejected.
4. **Applicable Law:** It is agreed this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Bidder represents and warrants that all article and services covered by this bid meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this bid.

The furnishing of materials, supplies, equipment or service to The University of Alabama in Huntsville under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964".

5. **Non-Collusion:** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid.
6. **New Products:** Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer's standard warranty will apply unless otherwise specified in the bid. All requests should be supplied complete, ready to be installed, including all cabling and connectors where applicable.
7. **Bonds:** Bid and performance security bond, when required will be indicated.
8. **Bid Submission:** Failure to submit a bid on the official UAH form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, UAH reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

All information shall be entered in ink or typewritten in the appropriate space on the form. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

All bids must be signed. Failure to do so will result in rejection of bid.

9. **Delivery:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by The University of Alabama in Huntsville.

Delivery time may be a criterion in awarding bids. Specify earliest possible delivery after receipt of order.

Failure to deliver within the time vendor specified in the bid will constitute a default and may cause cancellation of the contract. Refer to "Default of Contractor".

All prices quoted are to be F.O.B. delivered to The University of Alabama in Huntsville, Central Receiving Building, 301 Sparkman Drive, Huntsville, Alabama, 35899 (unless another F.O.B. point is stated by the University on bid form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated. If you are not quoting a delivered price, indicate your shipping point, and provide shipping cost for evaluation purposes.

10. **Bid Terms:** Show unit prices, extensions, and total price. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for minimum thirty (30) days from date of bid opening and any exception must be clearly stated.
11. **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made. Bid tabulations can be reviewed by accessing Procurement Services website at <http://www.uah.edu/admin/purchasing/bsindex.htm>. Click on "bid information".
12. **Bids are Public Record:** All bids become a matter of public record at bid award. The University accepts no responsibility for maintaining confidentiality of any information submitted with bid whether labeled confidential or not.
13. **Standards of Quality:** When a material, article or piece of equipment is identified in these specifications by reference to manufacturer's or vendor's name, trade name, catalog and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable UAH to determine if the product offered meets the requirements of the invitation. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an "Equal" product, such bid will be considered to offer the brand name product referenced in the invitation. The University of Alabama in Huntsville will be sole judge of EQUAL items bid.
14. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, Procurement Services may request an on-site premise visit to examine the facility.
15. **Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
16. **Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. **Contract Cancellation:** Procurement Services has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.
18. **Warranties:** Should merchandise described on this bid contain a manufacturer's warranty, bidders must state the warranty terms in the space provided on the bid. Bids offered for merchandise when no warranty applies must clearly state: "NO WARRANTY COVERAGE". Warranty information may be criteria in making this award. Failure of bidders to furnish this data may cause rejection of the complete bid as being non-responsive.
19. **Disclosure Statement:** The successful bidder will be required to file with Procurement Services a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by The University of Alabama in Huntsville.

Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (**SB**), a Small Disadvantaged Business (**SD**), a Black Small Disadvantaged Business (**BD**), a Woman-Owned Small Business (**WB**), a Woman-Owned Small Disadvantaged Business (**WD**), a Black Woman-Owned Small Disadvantaged Business (**BW**), a Large Business (**LB**), an Individual (**IN**), Educational (**ED**), Non-Profit (**NP**), a Labor Surplus Area Concern (**LS**), Disabled Veteran-Owned Small Business (**DV**), Veteran-Owned Small Business (**VS**), Historically Underutilized Business Zone (**UZ**), or a Governmental Agency (**GV**).

F.O.B. Point	TERMS	WARRANTY
UAH DESTINATION		
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL

* Your company reference number, if applicable with this bid quotation.

Certification Pursuant To Act No. 2006-557

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

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SIGNATURE

DATE

The University of Alabama in Huntsville prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 sub-part b.

The University of Alabama in Huntsville will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

**DISCLOSURE STATEMENT OF
RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND
EMPLOYEES/OFFICIALS OF UA/UAB/UAHuntsville/UAS
(THE "UNIVERSITY OF ALABAMA SYSTEM")**

1. Contract # _____
2. Name of Contractor/Grantee _____
Address _____

Phone _____

3. Nature of contract/grant

4. Does the contractor/grantee have any relationship with an employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract/grant? If so, please state the names, relationships, and nature of the benefit.

(For employees of the University, family members include spouse and dependants. For members of the Board of Trustees (officials), family members include spouse, dependants, adult children or their spouses, parents, in-laws, siblings, and their spouses.)

This disclosure form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

Signature of Authorized Agent

Date

This form must be completed and returned before any contract(s) will be issued by the University.