



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

DATE
09/18/2013

BID NUMBER
B002246

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:
10/03/2013
1:30 PM

REQUEST FOR FORMAL BID

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

CONTACT
PAMELA HURLEY

EMAIL
PKH0002@UAH.EDU

VENDOR NO.
«vendornum»

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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 BIDS FOR A GAS CHROMATOGRAPH AS PER THE ATTACHED SPECIFICATIONS.		
02			NO BID WILL BE ACCEPTED BY FAX 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: WWW.UAH.EDU/BUSINESS-SERVICES CLICK ON "VENDORS", THEN "BID AWARDS".		

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

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BID SPECIFICATION

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE REQUESTS BIDS FOR A **GAS CHROMATOGRAPH** PER THE SPECIFICATIONS BELOW:

BID PRICES ARE TO INCLUDE ALL SHIPPING CHARGES. (FOB: Destination)

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE RESERVES THE RIGHT TO INCREASE QUANTITIES AS NEEDED ACCORDING TO AVAILABILITY OF FUNDS UNTIL OCTOBER 31, 2014.

THE SUCCESSFUL BIDDER SHALL NOT SUBSTITUTE ANY ORDERED ITEM WITHOUT THE PRIOR APPROVAL OF THE UNIVERSITY. UNAUTHORIZED SUBSTITUTIONS SHALL NOT BE ACCEPTABLE.

THE UNIVERSITY RESERVES THE RIGHT TO ACCEPT OR 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. (SEE GENERAL CONDITIONS 1. AWARD)

NOTE: FOR INFORMATION REGARDING ALTERNATES ON BID RESPONSES, IT IS THE BIDDER'S RESPONSIBILITY TO PROVIDE IN DETAIL CLEAR PROOF THAT THE PRODUCTS THEY ARE BIDDING ON ARE EQUAL TO OR BETTER THAN THE REQUIREMENTS OF THE INVITATION. THE BIDDER IS RESPONSIBLE TO CLEARLY AND SPECIFICALLY INDICATE THE PRODUCT BEING OFFERED AND TO PROVIDE SUFFICIENT DESCRIPTIVE LITERATURE, CATALOG CUTS, AND TECHNICAL DETAILS TO ENABLE UAHUNTSVILLE TO DETERMINE IF THE PRODUCT OFFERED MEETS THE REQUIREMENT OF THE INVITATION. NORMALLY AS 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 SUBMITTED FOR BID.

QUESTIONS: ALL QUESTIONS ARE TO BE DIRECTED TO PAMELA HURLEY VIA EMAIL pkh0002@uah.edu, UNLESS OTHERWISE STATED IN THE SPECIFICATIONS.

Gas Chromatograph Specification

This bid request is for one Gas Chromatograph and related data acquisition software.

The primary function of the requested GC is to measure gas concentrations for experiments involving gaseous diffusion across porous samples and to characterize effluent streams from an operating solid oxide fuel cell (SOFC). Primary requirements of the system are detection of the following components to 100 ppm resolution or better: CO, CO₂, H₂, H₂O, N₂, and O₂. Likely analytes, with components and composition ranges, are listed below. The ranges given are general. Analyte 2 may contain all listed components, or simpler combinations thereof. Detection of CH₄ and other light hydrocarbons is desirable but not required. Syringe injection and in-line sampling systems will be considered. Please include cost of installation and familiarization in quote.

Table 1. Expected analytes to be tested with the requested gas chromatograph

Gas Component	Analyte 1 (Dry CO-CO ₂ mixture)	Analyte 2 (SOFC fuel mixture 1)	Analyte 3 (SOFC fuel mixture 2)	Analyte 4 (Air/Depleted Air)
CO	10% to 90%		1% to 50%	
CO ₂	10% to 90%		1% to 50%	
H ₂		1% to 99%	1% to 50%	
H ₂ O		1% to 99%	1% to 50%	
O ₂				1% to 21%
N ₂				79% to 99%

	Qty	Total Price
Gas Chromatograph and data system software	1	\$ _____
Shipping and Handling	1	\$ _____
Total		\$ _____

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 UAHuntsville 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, UAHuntsville 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://uah.edu/business-services>. Click on "Vendors" then "Bid Awards".
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 UAHuntsville 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.
20. **State of Alabama Immigration Law:** Pursuant to the State of Alabama Immigration Law, 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.
21. **Restrictions On Communications with University Staff:** From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the bid with any University administrator faculty, staff, or members of the Board of Trustees except:
- The Procurement Services representative, any University Procurement Official representing the University administration, or others authorized in writing by the Procurement Office and
 - University Representatives during Bidder presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder's response to this Solicitation.

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

F.O.B. Point	TERMS	WARRANTY
UAHUNTSVILLE DESTINATION		
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL
BUSINESS CLASSIFICATION (see note below):	EMAIL ADDRESS:	

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

NOTE: Please indicate your company classification in the appropriate box above: 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**).

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.

State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Getting Started” for information about the program, requirements, and enrollment process.
- Click “Enroll in E-Verify” and begin enrollment process.
- When enrollment process is complete, click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the [E-Verify Quick Reference Guide](#).

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.



CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of _____ (Company)
certifies to the Board of Trustees of the University of Alabama that the Company is not located in
Alabama and that the Company does not employ an individual or individuals within the State of
Alabama.

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

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

1. Contract # B002246
2. Name of Contractor/Grantee _____
Address _____

Phone _____
3. Nature of contract/grant
GAS CHROMATOGRAPH

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.)

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.

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.