



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

DATE  
 04/15/2014

BID NUMBER  
**B002281**

RESPONSE DUE BY:  
 05/07/2014  
 1:30 PM

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.

**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

PHONE  
 256-824-6675

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 <b>HAZARDOUS WASTE DISPOSAL</b> AS PER THE SPECIFICATIONS.   |            |           |
|    |          |      | <b>NO BID WILL BE ACCEPTED BY FAX</b>  |            |           |
|    |          |      | <b>AWARD:</b> 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:<br><a href="http://www.uah.edu/business-services/vendors/bid-opportunities">HTTP://WWW.UAH.EDU/BUSINESS-SERVICES/VENDORS/BID-OPPORTUNITIES</a> |            |           |
| 02 |          |      |  |            |           |

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

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE (UAH) IS SOLICITING SEALED BIDS FOR **HAZARDOUS WASTE DISPOSAL** PER THE SPECIFICATIONS BELOW:

VENDORS ARE TO LIST ANY ADDITIONAL CHARGES THAT ARE NOT ALREADY COVERED IN THIS BID.

A **PERFORMANCE BOND** WILL BE REQUIRED FROM THE SUCCESSFUL VENDOR WITHIN 10 WORKING DAYS FROM NOTICE OF AWARD, IN AN AMOUNT THAT IS NOT LESS THAN FIVE PERCENT (5%) OF AWARDED BID AND NOT TO EXCEED \$10,000.00. FAILURE TO DO SO WILL RESULT IN CANCELLATION OF CONTRACT. WHEN AND IF ALL SERVICES HAVE BEEN SATISFACTORILY COMPLETED, THE BOND WILL BE RETURNED TO THE VENDOR.

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:** IT IS THE BIDDER'S RESPONSIBILITY TO PROVIDE IN DETAIL CLEAR PROOF THAT THE SERVICES THEY ARE BIDDING ON ARE THE REQUIREMENTS OF THE INVITATION. THE BIDDER IS RESPONSIBLE TO CLEARLY AND SPECIFICALLY INDICATE THE SERVICE BEING OFFERED AND TO PROVIDE SUFFICIENT DESCRIPTIVE LITERATURE, AND TECHNICAL DETAILS TO ENABLE UAH 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.

**QUESTIONS: ALL QUESTIONS ARE TO BE DIRECTED TO PAMELA HURLEY VIA EMAIL [pkh0002@uah.edu](mailto:pkh0002@uah.edu), UNLESS OTHERWISE STATED IN THE SPECIFICATIONS.**

## **Hazardous Waste Disposal Specifications:**

### **Introduction:**

The University of Alabama in Huntsville (UAH) is requesting bids for Hazardous Waste Disposal.

### **General Information:**

UAH invites vendors to submit bids covering Lab Pack, Chemical, and Hazardous Waste Disposal.

## **MANDATORY PRE-BID CONFERENCE**

A **mandatory** pre-bid conference and site visit will be held on **Thursday, April 24, 2014 at 1:30PM** at The University of Alabama in Huntsville (UAH) Physical Plant Building, Room 108. **Potential respondents must attend the mandatory pre-bid conferences. Any potential respondent that does not attend the mandatory pre-bid conference will be removed from consideration**

This bid will open on Wednesday, May 7, 2014 at the Business Services Building.

Each vendor, responding to this request indicates that they have read and understand all documents in this RFB.

The term of this agreement will be for one pick-up.

The University of Alabama in Huntsville, hereafter referred to as UAH, is accepting sealed bids for the packaging, transportation, and disposal of chemical waste generated by the University. Section A will cover Lab Pack Disposal and Section B will cover Bulk Chemical Disposal. The **collection site will be Shelby Center for Science and Technology (SCST) Room # 44A, 44B and the 180 day storage building behind Johnson Research Center.**

The intent of this Request for Bid (RFB) is to identify a vendor to properly dispose of the materials listed in this RFB, and to do so in accordance with all federal, state and local guidelines pertaining to environmental health and safety.

The successful vendor shall use only sites having active EPA permits for the treatment, storage, and disposal of the specified waste. Any vendor bidding this project shall have all licenses required and supply all needed permits or other certificates needed at no additional cost to the UAH beyond the submitted bid. UAH has the right to request a complete list of final disposal sites and/or destruction sites to be utilized by the potential contractor for disposal of the waste specified herein. Any change in disposal sites or brokers used for such disposal must be approved in writing by the University.

The University requires that all UAH waste be diverted from landfill disposal. If circumstances require landfill disposal, prior notice to UAH will be required. Prior to award, the University will approve which sites will be utilized for disposal and/or destruction. All activities encompassed in the transportation and disposal of the specified waste will be accomplished in accordance with all Federal, State, local laws or codes, ordinances, and regulations. Failure to comply with any of the aforementioned regulations shall be cause for the cancellation of any agreement(s) resulting from this request.

The successful vendor must provide to the University complete shipping manifests that will allow the University to trace the disposal of all waste pursuant to this bid. Container identifying numbers must not be changed without the University's approval. If such a change is approved, the successful vendor must provide the University a complete list showing the old numbers and the corresponding new numbers.

When the materials covered by this agreement are brokered, or ownership changes prior to final disposition, a complete chain of custody must be disclosed to the parties listed above. The disclosure is to include each owner's EPA numbers and copies of all required permits for transportation or disposal.

An itemized invoice indicating the amount and cost associated with each waste shipment must be provided to designated UAH representative at 301 Sparkman Drive PPB 113B, Huntsville, Alabama 35899 for all the materials collected and transported from the University as soon as possible after shipping.

It is the intent of the University of Alabama in Huntsville to provide a safe and healthful environment for all faculty, staff, students, visitors, and contractors on the University premises. Contractors engaged in business with The University of Alabama in Huntsville must abide by all applicable environmental health and safety regulations as listed in Titles 29 and 40 of the Code of Federal Regulations. Additionally, city and or state regulations more stringent than the federal regulations must be strictly adhered to.

**The contractor is liable for any injuries and damages sustained during work performed at the University. The University Office of Environmental Health and Safety has the authority to observe work being done by contractors at the University. In the event it is being conducted in an unsafe manner the Occupational Safety and Health Administration will be contacted.**

The successful vendor will be required to provide a pollution liability insurance policy for a minimum of two (2) million dollars annual aggregate. The Boards of Trustees for The University of Alabama in Huntsville (UAH) should be shown as additional insured.

Vendor must include with bid proper insurance coverage by attaching a certificate of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice must be given to the University by the party initiating any revision.

The successful vendor shall provide competent and properly trained personnel for the safe and lawful transportation and disposal of the specified waste. The successful vendor shall assume full responsibility for personnel and will be solely responsible for actions, and damages or destruction to any University-owned or leased equipment, property, or premises.

The successful vendor must have a prescribed procedure for inspections, employee training, and health and safety programs. The successful vendor should be prepared to provide documented evidence of these programs upon request.

The successful vendor will use only licensed hazardous waste transporters that have active EPA identification numbers and active State hazardous waste transporter permits. Vendor may be asked to furnish applicable permit information during evaluation and prior to award.

The successful vendor shall use only sites having active EPA permits for the treatment, storage, and disposal of the specified waste. Any vendor bidding this project shall have all licenses required and supply all needed permits or other certificates needed at no additional cost to the UAH beyond the submitted bid. UAH has the right to request a complete list of final disposal sites and/or destruction sites to be utilized by the potential contractor for disposal of the waste specified herein. Any change in disposal sites or brokers used for such disposal must be approved in writing by the University.

The successful vendor will agree to scheduled visits by representatives from the University during normal business hours, to periodically verify that the terms and conditions resulting from this RFB are being carried out by all parties and UAH has the right at any time during the term of this agreement to inspect the facilities of the successful vendor or the records of the successful vendor relating to the University, by giving seven (7) days' notice. Visits may include the vendor's facility, all locations within the chain of custody, and the end facility where final disposal of waste is to take place.

The successful vendor may not subcontract any part of the work that is the subject of this bid or assign or transfer any rights under the contract for work without the prior written consent of the University.

The successful vendor will be required to pick up waste no later than May 30, 2014. The precise pick up date(s) and time will be mutually agreed in advance.

Vendors are to include with their response a list of other large institutions or companies for whom they have provided these services. This list should include contact names, addresses, telephone numbers and email addresses.

Vendor understands that, because of the diversity of chemicals used at this institution, it is possible that chemical waste may be generated that is not specifically noted in this bid request.

Any exception to any part of this RFB must be listed on a separate sheet titled, "Exceptions to Request for Bid for Packaging and Disposal of Chemical and Hazardous Waste Materials", and make reference to the exact paragraph being excepted. All exceptions will be considered in the award. Vendors should be aware that exceptions could result in their response being removed from consideration.

## **Response Format**

Bids shall contain the following information in the order listed:

### **1. Introductory letter**

The introductory letter should be addressed to:

The University of Alabama in Huntsville Business Services  
301 Sparkman Drive  
Huntsville, AL 35899

The letter should state the prime CONTRACTOR and include the CONTRACTOR'S name submitting the bid, their mailing address, telephone number, and contact name. The letter shall address the CONTRACTOR'S understanding of the project based on this RFB and any other information the CONTRACTOR has gathered. Include a statement discussing the CONTRACTOR'S interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

### **2. Table of Contents**

The CONTRACTOR shall insert a comprehensive table of contents denoting sections three through seven of the bid as indicated below:

### **3. Qualifications and Experience**

Describe the CONTRACTOR'S capability for actually undertaking and performing the work, including any professional licenses and certificates for the CONTRACTOR. List types and locations of similar work performed by the CONTRACTOR in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection process.

### **4. Necessary Documentation**

1. The backgrounds check policy for the vendor and its subcontractors.
2. All licenses and permits pursuant to the US Resource Conservation and Recovery Act (RCRA), Department of Transportation and the Alabama Department of Environmental Management and all other federal, local and state agencies.
3. Documentation to show that 100% of all by-products such as glass, aluminum, phosphor powder, lead, mercury and other usable substances are sold for use in industry, and not disposed of as waste.

4. Procedure for inspections, employee training, and health and safety programs must accompany the bid. The awarded vendor should be prepared to provide documented evidence of training for the persons coming on to the University and at any of the facilities that are toured by University officials. Evidence of training and inspections should be available upon request throughout the course of the awarded contract.
5. Current ISO 14001 certification is highly desirable and must be included with bid documentation. Other environmental management program documentation for the vendor and each broker or subcontractor being utilized during the conduct of activities listed in this bid is necessary if the vendor is not ISO 14001 certified. Agreement to scheduled visits by representatives from the Universities to periodically verify that the terms and conditions resulting from this RFB are being carried out by all parties.
6. List all brokers that will be used in processing/recycling. Include all information and regulatory permits and numbers. Broker information must be provided along with the bid. The Brokers must conform to the same standards required for the CONTRACTOR. This information must be provided in the same format required for the CONTRACTOR. On a separate piece of paper, attached to the RFB, list the name of each Broker/Subcontractors, their main address and the license and permit number applicable to the work that will be performed as part of the bid.

#### **5. Work Plan**

The work plan should indicate the CONTRACTOR'S ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFB. The plan should be simple, easy to read and follow, and addresses and satisfies the objectives and specifications of this RFB. The plan should indicate how each waste type will be handled once it leaves the University.

#### **6. Supportive Information/References**

This section may include graphs, charts, photos, resumes, references, and any additional information in support of the CONTRACTOR's qualifications.

#### **7. Pricing**

This section should include the cost for requested products and services outlined in this RFB, and must specifically itemize the fees for the services stated. CONTRACTORS are required to provide line item descriptions and pricing.

## SECTION A - LAB PACK WASTE DISPOSAL

Compatible material of the same hazard class will be lab-packed into approved containers. All containers will be packed with absorbent material per US Department of Transportation packing specifications.

The following hazardous classes may be present in the form of lab packs:

Flammable Liquid  
Combustible Liquid  
Toxic Organic Toxic  
Inorganic Peroxide  
Flammable Solid  
Corrosive Oxidizer  
Class 9

Quote rates for complete Lab Pack Services (**including Time & Material for packing**). The vendor will be required to provide personnel, materials and packing services to assure waste is removed within no later than 30 May, 2014.

### Complete Lab Pack Services for Reactives

| <u>Drum Size</u> | <u>Price per Drum</u> |
|------------------|-----------------------|
| 5 gal            | \$ _____              |
| 14 gal           | \$ _____              |
| 30 gal           | \$ _____              |
| 55 gal           | \$ _____              |

State in your bid the rate for Transportation charges if not included in above: \$ \_\_\_\_\_

### **Reactive Materials**

Price per pound: \$ \_\_\_\_\_

Price per analytical cost for unknown non-reactives: \$ \_\_\_\_\_

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State method(s) proposed for treatment and/or disposal:

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List sites proposed for storage, treatment, and disposal of specified waste:

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Provide name and EPA I.D. for each agent that will be used as a broker in the process to final disposal:

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Submit with your bid a list of chemicals that are unacceptable for lab packs and a list of chemicals classified as reactive:

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**Non-reactive Materials**

Complete Lab Pack Services for Non-Reactives

| <u>Drum Size</u> | <u>Price per Drum</u> |
|------------------|-----------------------|
| 5 gal            | \$ _____              |
| 14 gal           | \$ _____              |
| 30 gal           | \$ _____              |
| 55 gal           | \$ _____              |

State in your bid the rate for transportation charges, if not included in above: \$ \_\_\_\_\_

Price per pound: \$ \_\_\_\_\_

Price per analytical cost for unknown non-reactives: \$ \_\_\_\_\_

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Provide name and EPA I.D. for each agent that will be used as a broker in the process to final disposal:

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Submit with your bid a list of chemicals that are unacceptable for lab packs and a list of chemicals classified as reactive:

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## SECTION B – BULK CHEMICAL WASTE DISPOSAL

### Description of Waste

The following waste streams will be submitted for disposal. The generator will submit samples and complete waste profile documents as required. Vendors should provide a disposal cost (do not include transportation) for each waste stream. Vendors should also provide material specifications and charges for non-conforming waste.

1. Bulk Waste Solvents (estimate 10/quarter), to be bulked by the awarded vendor:

2. Disposal cost per 55 gallon drum: \$\_\_\_\_\_

Material Specifications:

- a. BTU valve \_\_\_\_\_
- b. Water content \_\_\_\_\_
- c. Total halogens \_\_\_\_\_
- d. Solids \_\_\_\_\_

e. Non-conforming waste fee \$\_\_\_\_\_

3. Waste Paint (2/quarter)

Disposal cost per 55 gallon drum: \$\_\_\_\_\_

Material Specifications:

- a. BTU valve \_\_\_\_\_
- b. Water content \_\_\_\_\_
- c. Total halogens \_\_\_\_\_
- d. Solids \_\_\_\_\_

Non-conforming waste fee \$\_\_\_\_\_

4. Oil Based Paint

Disposal cost per 55 gallon drum: \$\_\_\_\_\_

Material Specifications:

- a. BTU valve \_\_\_\_\_
- b. Water content \_\_\_\_\_
- c. Total halogens \_\_\_\_\_
- d. Solids \_\_\_\_\_

Non-conforming waste fee \$\_\_\_\_\_

Indicate any quantity price breaks and demurrage rate. The successful vendor will be required to assist in loading waste containers onto transportation vehicle.

List storage and disposal sites to be utilized and their EPA and or State Identification Numbers:

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## 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, 88<sup>th</sup> 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, and 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 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.
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](http://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](http://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/UAH/UAS  
(THE "UNIVERSITY OF ALABAMA SYSTEM")**

1. Contract #   **B002281**
  
2. Name of Contractor/Grantee \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_
  
3. Nature of contract/grant  
                                  **Hazardous Waste Disposal**                                    
\_\_\_\_\_  
\_\_\_\_\_
  
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.**