



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

DATE  
 08/05/2014

BID NUMBER  
**B002309**

RESPONSE DUE BY:  
 08/19/2014  
 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 A BIDS FOR <b>PAPER PRODUCTS</b> AS PER THE SPECIFICATIONS.		
02			<p><b>NO BID WILL BE ACCEPTED BY FAX</b></p> <p><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:  <a href="http://www.uah.edu/business-services/vendors/bid-opportunities">HTTP://WWW.UAH.EDU/BUSINESS-SERVICES/VENDORS/BID-OPPORTUNITIES</a></p>		

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 REQUESTS BIDS FOR AN UNDETERMINED QUANTITY OF THE **PAPER PRODUCTS** LISTED BELOW TO BE PURCHASED ON AN AS NEEDED BASES, DURING THE PERIOD OF OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015; WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR PERIODS PER THE SPECIFICATIONS BELOW:

BIDDERS ARE INSTRUCTED TO READ THE BID SPECIFICATIONS THOROUGHLY.

DELIVERY MAY BE A FACTOR IN DETERMINING THE AWARD OF THIS BID. QUOTE EARLIEST POSSIBLE DELIVERY: \_\_\_\_\_

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES ACCORDING TO AVAILABILITY OF FUNDS.

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 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. 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](mailto:pkh0002@uah.edu), UNLESS OTHERWISE STATED IN THE SPECIFICATIONS.**

## Bid Specifications

The contract may be cancelled by giving thirty (30) day's notice by either party at the end of the first year or the subsequent one-year period.

Delivery of any item in stock shall not exceed three (3) working days from receipt of order. Delivery of any non-stock items shall not exceed ten (10) working days. The bidder shall make available 24-hour delivery upon request. An add-on charge for 24-hour delivery, if quoted, shall be applied per total order. In some cases, the University may desire to pick-up the merchandise rather than have it delivered.

In the event of a manufacturer price increase, proof of price change from manufacturer must be submitted in writing to Purchasing Services including the effective date of the price change.

All order must include an itemized packing slip. The packing slip must indicate if the order is complete or partial.

Any product returned within fifteen (15) calendar days of receipt which is in marketable, or resalable condition shall not be subject to restocking fee.

The successful bidder must notify the University of the Availability or send-date of any non-filled or partial order. In the event the contractor fails to meet the agreed on delivery date, the University reserves the right to obtain the item from an alternate source.

The successful bidder shall not substitute any ordered item without the prior approval of the University. Unauthorized substitutions shall not be acceptable.

Vendors must indicate if a part number has been changed or discontinued by a manufacturer. Published product data is required for these items. Alternate products will not be acceptable without prior approval of the ordering department or Purchasing Services.

All products provided under this contract shall conform to established manufacturer standard, shall conform to commercial grade, and meet all federal, state, and local standards for quality and safety. Any product not meeting acceptable standards of quality shall be returned at no cost to the University.

The bidder must submit an itemized and accurate invoice with each order.

The bidder shall be able to produce a professional, accurate, and up-to-date report of total purchases made by the University. The report must contain at minimum the following information: Item provided, list price, applied discount, and net price charged. Reports shall be submitted to Purchasing Services upon request. Indicate whether or not you will be able to accommodate this request:

Yes \_\_\_\_\_ No \_\_\_\_\_

The bidder must state if there is a surcharge for 24-hour delivery. If so, quote amount: \$ \_\_\_\_\_

Bidders are to quote their normal delivery time, if the times stated previously in this bid are unacceptable.

Normal delivery (in-stock items): \_\_\_\_\_

There shall be no minimum order quantity imposed by the bidder.

The quantity purchase for any particular item may fluctuate from zero units to an excess of units. The University does not guarantee any specific quantity will be purchase during the contract period of this contract; all orders will be placed on an as needed basis.

Bidders are to quote on the items listed below, and provide a percent off their catalog price for all items not specifically listed.

For questions concerning this bid contact Pamela Hurley at (256) 824-6475. For questions concerning the products, contact Rachel Fields at (256) 824-6157.

**The following schools are eligible to use this bid:** University of North Alabama, University of Montevallo, Jackson State University, University of Alabama-Tuscaloosa, Wallace Community College-Selma, Troy State University, University of South Alabama, University of Alabama- Birmingham, and Auburn University

The University of Alabama in Huntsville reserves the right to renew this contract for two additional one-year periods. The price for the two successive one year periods shall be as follows:

**Percent increase for renewal years**

**From October 1, 2015 Through September 30, 2016 the price will be: \_\_\_\_\_ %**

**From October 1, 2016 Through September 30, 2017 the price will be: \_\_\_\_\_ %**

**Percentage off all items not specifically listed. \_\_\_\_\_ %**

Item	Qty	Brand	Description	Size	Unit Price	Total Price
1	10 CS	Dart	# C48DE / DRTC48R0090 - 48-oz Clear Plastic Salad Container, 9x7-3/8"x2-3/8"	252/case	\$	\$
2	10 CS	Dart	#C64DLR - Clear Plastic Flat Lid for 48-oz Container	252/case	\$	\$
3	2 CS	Dart	#PS95B - Blue Plastic Plates, 9"	500/case	\$	\$
4	2 CS	Dart	#PS95R - Red Plastic Plates, 9"	500/case	\$	\$
5	5 CS	Dart	#PS95W - White Plastic Plates, 9"	500/case	\$	\$
6	2 CS	Dart	#PS95Y - Yellow Plastic Plates, 9"	500/case	\$	\$
7	5 CS	Dart	#PS15W - White Plastic Plates, 10"	500/case	\$	\$
8	10 CS	Dart	#DM8/SOLDM8R0090 - 8-oz Clear Plastic Deli/Gourmet Container	500/case	\$	\$
9	10 CS	Dart	#DM16 - 16-oz Clear Plastic Deli/Gourmet Container	500/case	\$	\$
10	10 CS	Dart	#LG8/SOLLG8 - Clear Plastic Lid for 8-oz and 16-oz Deli/Gourmet Containers	500/case	\$	\$
11	3 CS	Dart	#TK35 - 3.5-oz Clear Plastic Cup	2500/case	\$	\$
12	3 CS	Dart	#PL2 - No-Slot Plastic Lid for 3.5-oz Cup	2500/case	\$	\$
13	15 CS	Dart	#TP7/SOLTP7 - 7-oz Clear Plastic Cup	1000/case	\$	\$
14	10 CS	Dart	#TP9D/SOLTP9D - 9-oz Clear Plastic Tall Cup	1000/case	\$	\$
15	8 CS	Dart	#PL4 - No-Slot Plastic Lid for 7-oz and 9-oz Tall Cup	2500/case	\$	\$
16	15 CS	Dart	#TP9R/14533 - 9-oz Clear Plastic Soufflé Cocktail Cup	1000/case	\$	\$
17	10 CS	Dart	#662TP/SOL662TP - No-Slot Plastic Lid for 9-oz soufflé Cup or 20-oz Cup	1000/case	\$	\$
18	15 CS	Dart	#TP10 - 10-oz Clear Plastic Highball Cup	1000/case	\$	\$
19	10 CS	Dart	#600TS - Straw Slot Lid for 10-oz Cup	2500/case	\$	\$
20	8 CS	Dart	#TP16 - 16-oz Clear Plastic Cup	1000/case	\$	\$

Item	Qty	Brand	Description	Size	Unit Price	Total Price
21	3 CS	Dart	#626TS - Straw Slot Plastic Lid for 16-oz Cup	1000/case	\$	\$
22	5 CS	Dart	#P101M - 1-oz Graduated Clear Plastic Medicine Cup	5000/case	\$	\$
23	6 CS	Dart	#P100 - 1-oz Translucent Plastic soufflé Cup	5000/case	\$	\$
24	5 CS	Dart	#T125 - 1.25-oz Clear Plastic soufflé Cup	5000/case	\$	\$
25	6 CS	Dart	#PL-1 Clear Plastic Lid, no slot, for 1-oz and 1.25-oz soufflé Cup	5000/case	\$	\$
26	3 CS	Dart	#T200 - 2-oz Translucent Plastic soufflé Cup	5000/case	\$	\$
27	3 CS	Dart	#TH200 - 2-oz Clear Plastic soufflé Cup	2500/case	\$	\$
28	3 CS	Dart	#T250 - 2.5-oz Clear Plastic soufflé Cup	5000/case	\$	\$
29	2 CS	Dart	#PL2 - No-Slot Plastic Lid for 2-oz and 2.5-oz soufflé Cups	2500/case	\$	\$
30	2 CS	Dart	#44 2-piece Treated 3-oz White Paper Cup	5000/case	\$	\$
31	2 CS	Dart	#SD8 - 8-oz Clear Plastic Desert Container	1000/case	\$	\$
32	3 CS	Dart	#TN20 - Clear Plastic 20-oz Cup	1000/case	\$	\$
33	3 CS	Dart	#TD24 - Clear Plastic 24-oz Cup	600/case	\$	\$
34	3 CS	Dart	#DL626 - Clear Plastic Lid for 24-oz Cup	1000/case	\$	\$
35	3 CS	Dart	#DM32 - 32-oz Clear Plastic Deli Container	500/case	\$	\$
36	2 CS	Dart	#T400 - 4-oz Clear Plastic soufflé Cup	2500/case	\$	\$
37	2 CS	Dart	#PL4 - No-Slot Plastic Lid for 4-oz soufflé Cups, 7-oz and 9-oz Tall Cups	2500/case	\$	\$
38	2 CS	Dart	#58MD/R53-J8000 - 5-oz Waxed Paper Cups	2500/case	\$	\$
39	2 CS	Dart	#67MD/R6NN-J8000 - 6-oz Waxed Paper Cups	2500/case	\$	\$
40	2 CS	Dart	#87MD/R8N-J8000 - 8-oz Waxed Paper Cups	2500/case	\$	\$
41	2 CS	Dart	#376MD/376SM-J8000 - Paper Hot Drink Cup - 6-oz, Meridian	1000/case	\$	\$

Item	Qty	Brand	Description	Size	Unit Price	Total Price
42	2 CS	Dart	#378MD/NET054711 - Paper Hot Drink Cup - 8-oz, Meridian Poly Lined	1000/case	\$	\$
43	2 CS	Dart	#200-2050 - 2-oz White Paper soufflé Cups	5000/case	\$	\$
44	5 CS	Dart	#10018/HSAT-0019 - Classic 7" Full-Size Polystyrene tspn, Heavy Weight, Almond	1000/case	\$	\$
45	2 CS	Dart Dixie	#10021/FH21 - Classic Oriented Bulk, Heavy Weight, White Knife	1000/case	\$	\$
46	3 CS	Dart	#10020/KH21 - Classic Oriented Bulk, Heavy Weight, White Fork	1000/case	\$	\$
47	6 CS	Polypro Belle	#70037 - Taster Spoons, 3", White Light Weight Plastic	3000/case	\$	\$
48	50 BUN		#M456 - 7"x4"x2" Corrugated Mailer Box, White, 1-Piece Folder	50/bundle	\$	\$
49	2 CS		Pizza Corrugated Circle, 12", White on one side	250/case	\$	\$
50	4 CS		White Paper Plates, 9", light weight	1200/case	\$	\$
51	2 CS		#IVEX-4196/C8DER - Clear Plastic Container, 3.5"x3.5"	2500/case	\$	\$
52	5 PKG		#SNG 5# - Brown Lunch Bags, 5-1/8"x3-1/8"x10-3/4"	500/pkg	\$	\$
53	20 CS		#ELK-F40305 - 3"x5" Jewelry-Size Clear Plastic Resealable Bag, 4-mil	1000/case	\$	\$
54	20 CS		#ELK-F20609 - 6"x9" Quart-Size Clear Plastic Resealable Bag, 2-mil	1000/case	\$	\$
55	15 CS		#DRA-94600 - 6.5"x6" Sandwich Resealable Bag	500/case	\$	\$
56	10 CS		#ELK-F21012 - 10"x12" Gallon-Size Clear Plastic Resealable Bag, 2-mil	1000/case	\$	\$
57	10 CS		#ELK-F20406 - 4"x6" Pint-Size Clear Plastic Resealable Bag, 2-mil	1000/case	\$	\$
58	10 CS		#ELK-F21013 - 10"x13" Clear Plastic Resealable Bag, 2-mil	1000/case	\$	\$
59	5 CS		#ELK-F41318 - 13"x18" Clear Plastic Resealable Bag, 4-mil	500/case	\$	\$
60	2 CS	Cardinal	#285IT-12 - Jumbo Wrapped Translucent Straw, 7.75"	500/bx, 12 bx/case	\$	\$

Item	Qty	Brand	Description	Size	Unit Price	Total Price
61	2 CS	Cardinal	#2851S - Jumbo Unwrapped White/Red Stripe Straw, 7.75"	500/bx, 24 bx/case	\$	\$
62	2 CS	Cardinal	#F381 - Wrapped White Straw, 7.75", Flexible	400/bx, 25 bx/case	\$	\$
63	2 CS	Cardinal	#3851T - Super Jumbo 7.75" Clear, Wrapped Straw	400/bx, 24 bx/case	\$	\$
64	3 CS	Cardinal	#4851S - Giant 7.75" Striped, Wrapped Straw	300/bx, 24 bx/case	\$	\$
65	5 CS		10" Wooden Skewers		\$	\$
66	2 CS		Toothpicks, Flat		\$	\$
67	2 CS		Toothpicks, Round		\$	\$
68	3 RLS		#SWP - 24" 50-lb Brown Kraft Paper, 8.5" Dia, Recycled	1 roll	\$	\$
69	3 RLS		Paper, Butcher, White, 1000 ft. long, 24" wide	1 roll	\$	\$
70	3 RLS		Paper, Butcher, White, 1000 ft. long, 18" wide	1 roll	\$	\$
71	3 RLS		Paper, Butcher, White, 1000 ft. long, 36" wide	1 roll	\$	\$
72	3 CS		#TRX-NMD5201 - Blue Nitrile Glove, Medium, Non-Medical, Powder-Free, 5-mil	100/bx, 10 bx/case	\$	\$
73	3 CS		#TRX-LMD5201 - Latex Glove, Medium, Power Free, Non-Sterile	100/bx, 10 bx/case	\$	\$
74	3 CS		HFA-30430 - 9" Aluminum Pie Tins		\$	\$
75	3 CS		#SHU-104045-CP66 - 1/2" Natural Masking Tape, Industrial Crepe	72/case	\$	\$
76	5 CS		#ITP-70830-515 - 3/4" Natural Masking Tape, Utility Grade	48/case	\$	\$
77	5 CS		1" Natural Masking Tape		\$	\$
78	6 CS		#ITP-72878-AC30 - 2" Silver Duct Tape, General Purpose	24/case	\$	\$
79	15 CS		#PNG-40725 - Bounty Paper Towels, 2-ply, 60 sheets/roll	30/case	\$	\$
80	5 CS		#CHI-20918 - Carry Out Tray, beige, 7"x9", Factor	500/case	\$	\$
81	8 CS		#TAI-1182 - 2" Clear Polypropylene Carton Sealing Tape, Standard Duty, 2-mil	36/case	\$	\$



## 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, 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
UAH 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 #   **B002309**
  
2. Name of Contractor/Grantee \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_
  
3. Nature of contract/grant  
                                  **Paper Products**                                    
\_\_\_\_\_  
\_\_\_\_\_
  
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.**