

#### THE UNIVERSITY OF ALABAMA IN HUNTSVILLE PROCUREMENT SERVICES **301 SPARKMAN DRIVE**

**HUNTSVILLE, ALABAMA 35899** PHONE (256) 824-6484

<u>ALL BIDS</u> WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT THE UNIVERSITY OF ALABAMA IN HUNTSVILLE, PROCUREMENT SERVICES, BUSINESS SERVICES BLDG.,

DATE 1/26/2015 **BID NUMBER** B002334

#### **RESPONSE DUE BY:**

02/03/2015 1:30 PM

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

REQL	JEST	<b>FOR</b>	<b>FOR</b>	MAL	<b>BID</b>
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CONTACT **PHONE** VENDOR NO. PAMELA HURLEY 256-824-6675 «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.

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#### OR EQUAL, REFER TO GENERAL CONDITIONS ON ATTACHED SHEET

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NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
01			THE UNIVERSITY OF ALABAMA IN HUNTSVILLE REQUESTS BIDS FOR <b>UMARK SLING FATIGUE TESTING SERVICES</b> AS PER THE SPECIFICATIONS.		
02			NO BID WILL BE ACCEPTED BY FAX OR EMAIL  AWARD: NO AWARD INFORMATION WILL BE MADE AVAILABLE BY TELEPHONE, FAX, MAIL, OR EMAIL. ONCE THE BID IS AWARDED, THE AWARD INFORMATION AND TABULATION WILL BE POSTED TO OUR WEBSITE:  HTTP://www.uah.edu/business-services/vendors/bid-opportunities		
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HOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED
HEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.
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TACKNOWLEDGE THAT I HAVE SIGNATURE ACTIONS. TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

SIGNATURE

**TOTAL** 

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE requests bids for UMARK Sling Fatigue Testing Services per the specification below:

#### Bid Prices are to include all shipping charges. (FOB: Destination)

Delivery is a factor in determining the award of this bid.
Quote earliest possible delivery after receipt of purchase order:

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 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 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.

"Any contract resulting from this request will be made available to other eligible entities. This may include but is not limited to; The University of Alabama System, comprised of The University of Alabama; The UAB Enterprise, consisting of The University of Alabama at Birmingham, the UAB Health System and their related foundations and affiliates, and The University of Alabama, Tuscaloosa, AL; and other state entities. Contracts resulting from the award of this request cover shipments by any entity listed above. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.

The thrust of the contract is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama."

QUESTIONS: ALL QUESTIONS ARE TO BE DIRECTED TO PAMELA HURLEY VIA EMAIL <a href="mailto:pkh0002@uah.edu">pkh0002@uah.edu</a>, UNLESS OTHERWISE STATED IN THE SPECIFICATION.

#### **UMARK Sling Fatigue Testing Services Specifications**

The University of Alabama in Huntsville (UAH) is in the process of executing the UMARK Sling Fatigue Test. UAH is requesting firm-fixed price bids to provide the test services defined in 120-0011 UMARK Sling Fatigue Test Plan. Please provide a separate cost and schedule for each of the tests defined below. The various test requirements are defined in the test plan.

Item	Specification	Qty	Unit Pricing	Duration
1	10-Mission Fatigue Test (Conducted on Two Slings)	1	\$	
2	20-Mission Fatigue Test (Conducted on Two Slings)	1	\$	
3	30-Mission Fatigue Test (Conducted on Two Slings)	1	\$	
4	40-Mission Fatigue Test (Conducted on Two Slings)	1	\$	

	DOCUMENT CHANGE LOG			
REVISION LETTER	REVISION DATE	REVISION AUTHORITY	PAGE AFFECTED	REMARKS
-				INITIAL RELEASE

### **TEST PLAN**

**DISTRIBUTION STATEMENT A:** APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.



Von Braun Research Hall 301 Sparkman Drive Huntsville, Alabama 35899 TITLE

#### CONTRACT NO: W31P4Q-10-D-0092

# APPROVED: PROGRAM MANAGER DATE 12 Jan 2015 APPROVED: LEAD MECHANICAL ENGINEER DATE 12 Jan 2015 APPROVED: LEAD STRUCTURAL ENGINEER DATE 12 Jan 2015 APPROVED: QUALITY MANAGER DATE 12 Jan 2015

## UMARK SLING FATIGUE TEST PLAN

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#### ACRONYMS AND ABBREVIATIONS

AΗ Armed Helicopter CH Cargo Helicopter Data Item Description DID

Fahrenheit Hz Hertz

**HMPE** High Modulus Polyethylene

lb Pound-force

**MBS** Minimum Break Strength Observation Helicopter OH

Second sec

UAH University of Alabama in Huntsville

UH Utility Helicopter

Unit Maintenance Aerial Recovery Kit UMARK

Working Load Limit WLL



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#### INTRODUCTION

#### 1.1 Scope

This document defines the test requirements for the UMARK Sling Fatigue Test. The objectives, responsibilities, hardware descriptions, and requirements are all defined in this plan. The requirements presented herein are in accordance with the requirements defined in Reference 1.

#### 1.2 Test Objectives

The primary objective of this test series is to determine the fatigue life of the UMARK slings. The test results will be used to substantiate the airworthiness of the hardware.

#### 1.3 Test Approach

There are five (5) different sling configurations used in the UMARK, all fabricated using similar materials and processes. For ease of handling and loading, the 1046832-100 Red Sling will be used in this test series. Each sling shall be secured in a fatigue test machine and axially loaded using the fatigue load spectrum defined in this test plan. Once fatigue testing has been completed, the sling shall undergo minimum break strength testing (MBS) in accordance with the requirements defined in the 1046832 Red Sling manufacturing drawing. Below is a complete list of tests that will be performed on these slings. Note that these tests have been segregated to facilitate multiple test sites, if needed to meet the test schedule. Further note that each test series will be conducted using a sample size of two (2) slings. UAH will supply all slings used during these test events.

- 1. 10-Mission Fatigue Test (Conducted on Two Slings)
  - a. Conduct fatigue testing on each sling, repeat the fatigue load spectrum defined in Table 5-1 ten times.
  - b. Conduct minimum break strength testing in accordance with the requirements on the 1046832 Red Sling manufacturing drawing shown in Appendix A of this test plan.
- 2. 20-Mission Fatigue Test (Conducted on Two Slings)
  - a. Conduct fatigue testing on each sling, repeat the fatigue load spectrum defined in Table 5-1 twenty times.
  - b. Conduct minimum break strength testing in accordance with the requirements on the 1046832 Red Sling manufacturing drawing shown in Appendix A of this test plan.
- 3. 30-Mission Fatigue Test (Conducted on Two Slings)
  - a. Conduct fatigue testing on each sling, repeat the fatigue load spectrum defined in Table 5-1 thirty times.
  - b. Conduct minimum break strength testing in accordance with the requirements on the 1046832 Red Sling manufacturing drawing shown in Appendix A of this test plan.
- 4. 40-Mission Fatigue Test (Conducted on Two Slings)
  - a. Conduct fatigue testing one each sling, repeat the fatigue load spectrum defined in Table 5-1 forty times.
  - b. Conduct minimum break strength testing in accordance with the requirements on the 1046832 Red Sling manufacturing drawing shown in Appendix A of this test plan.

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#### 1.4 Test Facilities

This test series shall be conducted entirely within the Subcontractor's facilities. The Subcontractor, herein referred to as the testing organization, shall provide all of the test facilities and fixtures required to meet the specifications and requirements defined in this test plan.

#### 1.5 Document Presentation Outline

This subsection contains a brief description of the test plan outline. Section 1 of this document contains a brief introduction into the scope of this effort. The applicable documents and drawings for this test plan are summarized in Section 2. The test hardware description is presented in Section 3. The test responsibilities for both the Test Conductor and the Test Engineer are defined in Section 4. The general and specific test requirements are compiled in Section 5. The test schedule, complete with hardware delivery dates, is given in Section 6. Finally, all of the reference documentation used in the development of this test plan is listed in Section 7.



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#### APPLICABLE DOCUMENTS AND DRAWINGS

#### 2.1 Documents

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#### 2.2 Drawings

The following is a list of drawings applicable to the UMARK Sling Fatigue Test. Details of these drawings are contained in Appendix A of this test plan.

1046832 Red Sling, 12-Foot



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#### HARDWARE DESCRIPTION

#### 3.1 UMARK Equipment

The UMARK is a portable set of slings, fittings, and other hardware used to lift disabled and damaged aircraft for aerial recovery. The kit hardware, shown in Figure 3-1, includes updated hardware and procedures to allow recovery of CH-47, OH-58, UH-60, AH-64, UH-72A, and MQ-1C aircraft in multiple orientations.

#### 3.2 1046832 Red Sling Assembly

The 1046832-100 Red Sling Assembly, as shown in Figure 3-2, is constructed from a 7/8-inch diameter high modulus polyethylene (HMPE) rope. The sling is finished in an eye-to-eye configuration that is approximately 144-inches long between the centerline of the eyes. The Red Sling has a working load limit (WLL) of 27,000 lbs in the vertical configuration. The minimum break strength of the 1046832-100 Red Sling is approximately 81,000 lbs in the vertical configuration. To prevent sand and debris from entering the core sling material, the sling is tightly covered with a pressure sensitive polyester tape. The external braided cover, constructed from 10,000 denier solution-dyed polyester yarn, is used to improve the abrasion resistance of the sling assembly.



Figure 3-1. Unit Maintenance Aerial Recovery Kit Hardware



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Figure 3-2. 1046832-100 Red Sling Assembly



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#### **TEST RESPONSIBILITIES**

The design organization is the University of Alabama in Huntsville, and the testing organization shall be the Subcontractor. Each organization shall provide a representative to be present during the UMARK Sling Fatigue Test. The representative from the testing organization shall be referred to as the Test Conductor. The representative from the design organization shall be referred to as the Test Engineer. The responsibilities of both representatives are defined in the following subsections.

#### 4.1 Responsibilities of the Test Conductor

The Test Conductor shall have the following responsibilities:

- 1. To ensure that the appropriate procedures and policies are adhered to
- 2. To make certain all activities involving the test are coordinated through the Test Conductor
- To ensure the test is conducted in a safe manner
- 4. To be prepared to respond to any contingency that may occur during the test. A contingency is any action that occurs that is not the next planned step in the test procedure. Examples of these actions include, but are not limited to:
  - a. Personal injury
  - b. Unplanned test hardware damage
  - c. Emergency facility shutdown
  - d. Unplanned equipment failures
  - e. Unplanned amendments in the test procedure
- 5. To coordinate all decisions involving the handling, configuration, adjustment, and loading of the test article with the Test Engineer
- 6. To take immediate action to prevent injury to personnel and/or damage to equipment when an unsafe condition arises
- 7. To ensure that only personnel identified to him as qualified personnel will participate in the test operation
- 8. To direct all personnel within the test area during the test operation
- 9. To provide all interface hardware necessary to attach the sling to the test fixture



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#### 4.2 Responsibilities of the Test Engineer

The Test Engineer shall have the following responsibilities:

- 1. To make all decisions involving the handling, configuration, and loading of the test article
- 2. To perform any pre- and post-test inspections of the test article
- 3. To support/assist the Test Conductor to ensure that proper test article handling procedures are observed
- 4. To perform any pre- and post-test correlation analyses
- 5. To ensure the slings are delivered to the testing organization in sufficient time to perform the test within the agreed-to-schedule
- 6. To review and approve all test procedures submitted to UAH



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#### **FATIGUE TEST REQUIREMENTS**

#### 5.1 Test Article Configuration

Figure 5-1 depicts the test configuration for the UMARK Sling Fatigue Test. Each sling shall be secured to the test fixture using hardware provided by the test agency. Note that each sling shall be tested in the vertical configuration and shall be tested in the axial direction only. The test agency shall take precautions to ensure the test article and all related interface hardware remain along the load line during the duration of the test event. The interfaces to the test article, provided by the Subcontractor, shall have sufficient strength to withstand the test levels defined in Section 5.3 of this test plan.

#### 5.2 Test Instrumentation

The UMARK Sling Fatigue Test shall be load controlled as described in this test plan; however, load head displacements shall be recorded during the entire test event. The displacement of the load head shall be recorded in units of inches and shall be correlated with the load steps shown below. During fatigue testing, noninvasive methods such as thermal imaging cameras/pyrometers shall be used to monitor the temperature of the sling. The method chosen by the test agency shall have the capability to monitor the sling temperature up to a peak temperature of 140°F. In the event the sling reaches a temperature of 140°F, testing shall be halted to allow the sling to air-cool to the ambient room temperature.

#### 5.3 Fatigue Test Load Spectrum

Table 5-1 contains the fatigue test spectrum for the UMARK slings. The test schedule represents a single UMARK aerial recovery mission which is approximately one (1) hour in duration. Load steps 1 through 10 shall be conducted at a frequency between 4 and 5 Hertz. This test frequency is dependent upon the temperature of the sling. During testing, the test frequency may be altered (i.e. increased or decreased) depending on the temperature of the sling.

Table 5-1. UMARK Sling Fatigue Test Spectrum

Load Step	Load (lb)	Cycles	Frequency (cycles/sec) (1)
1	0 to 2,700	36,012	4 to 5
2	2,700 to 5,400	48,131	4 to 5
3	5,400 to 8,100	46,589	4 to 5
4	8,100 to 10,800	36,902	4 to 5
5	10,800 to 13,500	30,343	4 to 5
6	13,500 to 16,200	24,729	4 to 5
7	16,200 to 18,900	14,753	4 to 5
8	18,900 to 21,600	5,856	4 to 5
9	21,6000 to 24,300	1,739	4 to 5
10	24.300 to 27.000	656	4 to 5

Notes: (1) Frequency may be altered depending on the temperature of the sling.



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#### 5.4 Test Tolerances

The test condition tolerances specified in this plan shall be applied to the nominal test values. Table 5-2 contains the maximum allowable test tolerances.

#### Table 5-2. UMARK Sling Fatigue Test Tolerances

Parameter	Tolerance
Applied Load	±5%
Frequency	±1Hz

#### 5.5 Data Acquisition System

The data acquisition system used in the UMARK Sling Fatigue Test shall have the following capabilities:

- 1. Data Recording
- 2. Real-Time Display of All Test Data and Parameters

The data recording system shall be capable of recording a complete set of test data. This data will be processed to generate the results specified in Section 5.6 of this test plan. The data display system shall permit "real-time" monitoring of the input load levels to the test article.

#### 5.6 <u>Data Processing</u>

This subsection defines the data requirements for the UMARK Sling Fatigue Test. The test data, consisting of test load time histories and load head displacements, shall be delivered in both printed and electronic format using file structures compatible with common Microsoft Office desktop software applications.

#### 5.7 Photographic and Video Coverage

Digital photographs shall be taken of the test article to document its pre- and post-test condition. Digital photographs shall also be taken of the test fixture, of the test setup, of any failures that may occur, and of any other items known to the Test Engineer to be of significance to the test. The photographs shall provide an adequate visual record of the test.

Minimum break strength testing of each sling shall be video-taped using a single video source. Video coverage shall be concentrated on the test article located in the test fixture. The video camera shall have sufficient resolution, quality, and storage capacity to record the failure in the test article only. Video coverage of the fatigue test events is not required.

#### 5.8 Test Procedure

The test procedure, generated by the testing organization, shall give a step-by-step account of how the testing organization has planned to conduct the required tests. Attention shall be given to the testing equipment stating all tolerances, calibration certificates, and sensitivity ranges. All test sequencing steps shall be clearly outlined and detailed enough to allow UAH to assess the procedures for completeness. All data recording plans shall be included, as well as any other plans that would present a well-defined record of all intended test practices.



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#### 5.9 Final Test Report

The final test report shall be generated by the testing organization. It shall contain the results from all test activities, including the as-run test procedure. The test report shall describe any deviations from the approved test procedure. The test report shall be submitted to UAH in Microsoft Word format.

#### 5.10 Test Readiness Review

An informal test readiness review shall be conducted prior to the start of the UMARK Sling Fatigue Test. This review shall include the appropriate representatives from the testing organization and UAH. This review will provide a forum to discuss any and all issues applicable to the status of the test article. procedures, reporting, or schedules. Action items assigned at the test readiness review shall be documented in the minutes of the review and dispositioned prior to the test. Satisfactorily dispositioned action items shall constitute verification that the testing organization and the test article are ready for the test operations to begin.

#### 5.11 Test Witnesses

The following personnel shall be notified prior to the test:

Clay Colley - Test Engineer (256) 824-6570

clav.collev@uah.edu

Jason Carter – Design Engineer (256) 824-6399

jason.carter@uah.edu

In any event, testing shall not take place in the absence of the Test Conductor and the Test Engineer, or their designated representatives.

#### 5.12 Test Success Criteria

The UMARK Sling Fatigue Test shall be considered successful if:

- 1. Slings are capable of withstanding a fatigue life greater than 16 missions.
- 2. Ultimate test loads exceed the design margins for the hardware
- Data collected from the test is correct and useful for post-test correlation activities
- 4. No structural failure occurs in the test fixture or interface hardware



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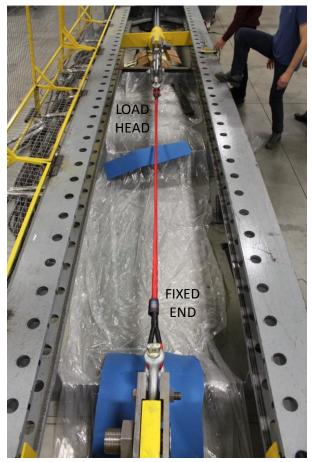
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#### 5.13 Post Test Inspection

Each sling shall be subjected to a visual inspection after the completion of fatigue testing and after minimum break strength testing. This inspection shall be witnessed by the Test Conductor and the Test Engineer. Observations and anomalies shall be noted and photographs taken to document the post-test condition of the hardware.

#### 5.14 Test Article Disposition

After completion of the post-test inspection, each sling shall be removed from the test fixture, labeled, and appropriately packaged for shipping back to UAH.



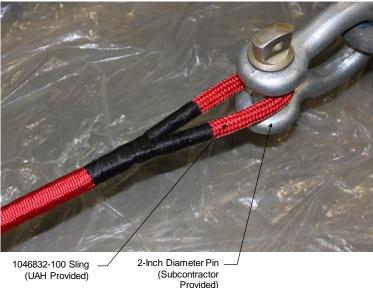


Figure 5-1. Sling Fatigue Test Article Configuration



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#### **TEST SCHEDULE**

Figure 6-1 depicts the schedule for the UMARK Sling Fatigue Test. Provisions for reporting, hardware development, delivery, assembly, and testing are all included in this schedule.

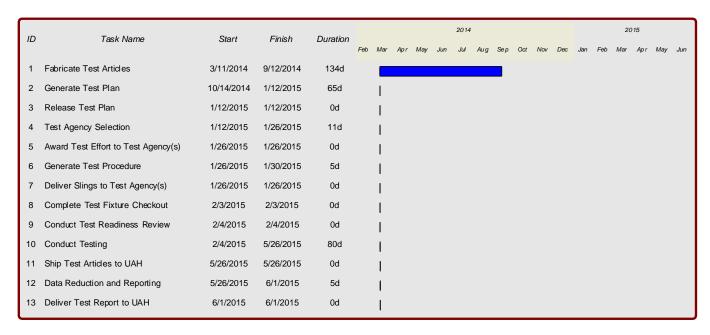


Figure 6-1. UMARK Sling Fatigue Test Schedule



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#### **REFERENCES**

1. Contract Number W31P4Q-10-D-0092, Modification 3.12, Unit Maintenance Aerial Recovery Kit (UMARK) Alternative Lift Study Phase 5 (Certification and Implementation), U.S. Army, March 11, 2014.



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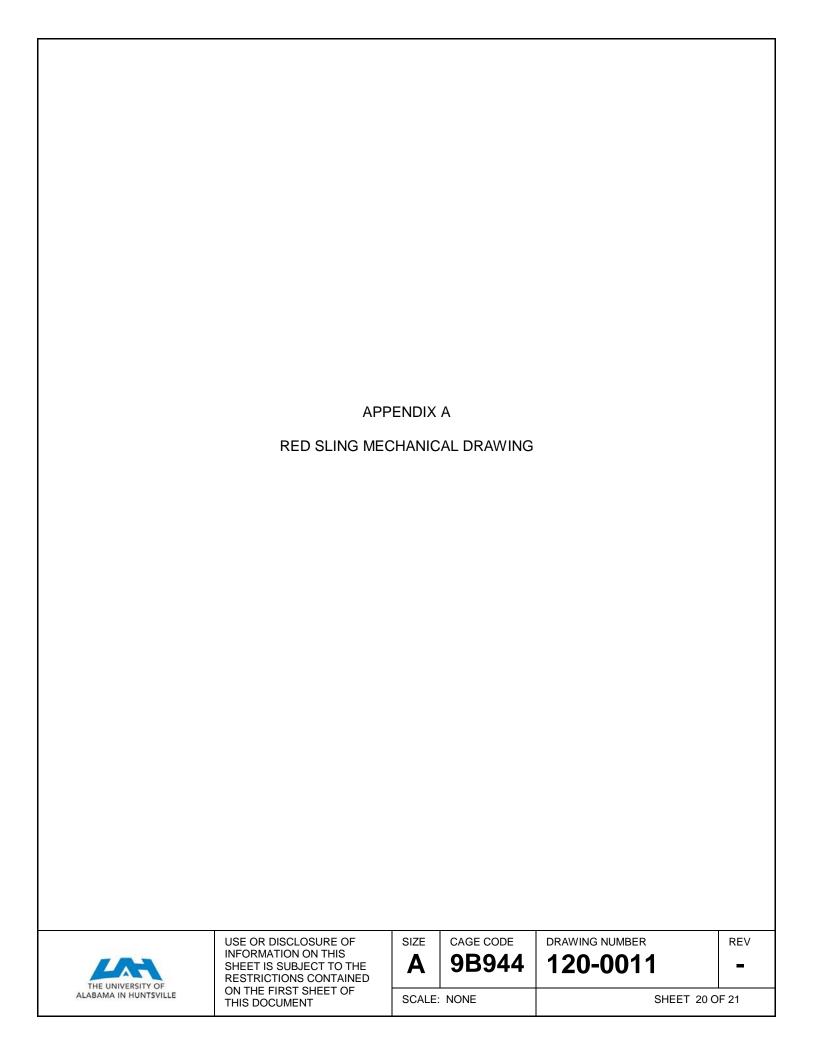
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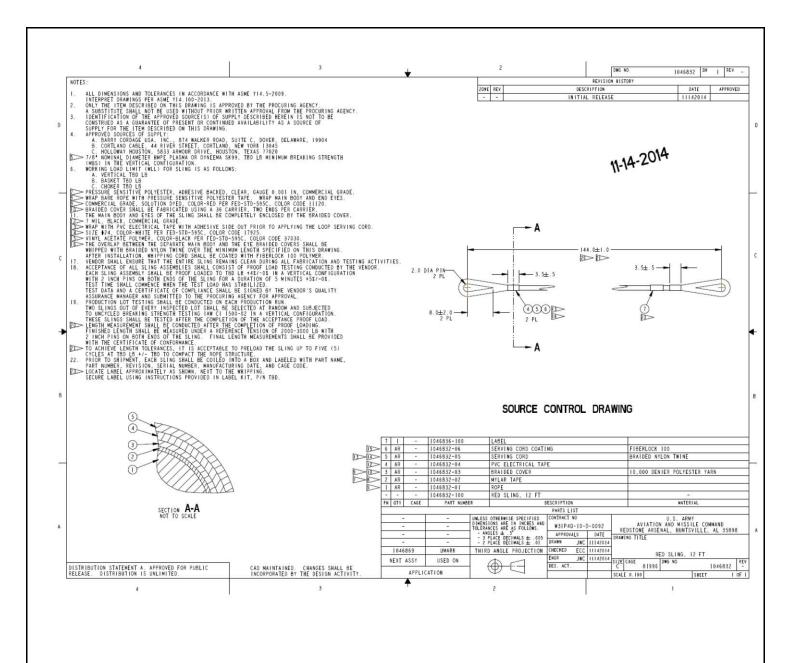
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#### **GENERAL CONDITIONS**

- 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, 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 <a href="http://uah.edu/business-services">http://uah.edu/business-services</a>. 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 b	e considered,	bidders	must	supply	current	catalogs	or	brochures,	including	pictorials	and
specific	atio	ns.																

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

**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.

<sup>\*</sup> Your company reference number, if applicable with this bid quotation.

#### 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 <u>www.uscis.gov/everify</u>
- 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

	(Company) of the University of Alabama that the Company is not located in oes not employ an individual or individuals within the State of
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")

Contract #_	B002334	<del></del>
Name of Co		
	Address _	
	_	
	Phone _	
Nature of c	ontract/grant <b>U</b> l	MARK Sling Fatigue Testing Services
		g rangae roomig corvious
University,	or a family membe	have any relationship with an employee or official or of such employee or official, that will enable such employee or to benefit from this contract/grant? If so, please state the benefit.
relationship	s, and nature of the	
(For emplo	yees of the Univers	ity, family members include spouse and dependants. For member, family members include spouse, dependants, adult children ngs, and their spouses.)
(For emplo Board of 'spouses, pa Certification Alabama Is contract ex make sales remitting Alabama. Act No. 20	yees of the Univers Frustees (officials), rents, in-laws, siblic on Pursuant To Ac Law (Section 41-4 ecuted shall contai for delivery into alabama state and By submitting this 06-557, they are no	ity, family members include spouse and dependants. For members, family members include spouse, dependants, adult childrenings, and their spouses.)
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(For emplo Board of 'spouses, pa Certification Alabama Is contract ex make sales remitting Alabama.  Act No. 20 acknowleds  This disclo	yees of the Univers Frustees (officials), rents, in-laws, siblic on Pursuant To Ac Law (Section 41-4 ecuted shall contai for delivery into Alabama state and By submitting this 06-557, they are no ges that the awardin	ity, family members include spouse and dependants. For member, family members include spouse, dependants, adult childrenings, and their spouses.)  1-116, Code of Alabama 1975) provides that every bid subminal a certification that the vendor, contractor, and all of its affilial Alabama or leases for use in Alabama are registered, collect local sales, use, and/or lease tax on all taxable sales and lease bid, the bidder is hereby certifying that they are in full compliate to barred from bidding or entering into a contract pursuant to 41-4-19 gauthority may declare the contract void if the certification is false.

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