



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

DATE
 02/10/2017

BID NUMBER
B002489

RESPONSE DUE BY:
 2/28/2017
 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 HP AND LP TANKS PIPING LAYOUT AS PER THE SPECIFICATIONS.		
			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		
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 requests bids for **HP and LP Tanks Piping Layout** per the specification below:

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

Delivery may be a factor in determining the award of this bid.

Vendors are to list any additional charges that are not already covered in this bid.

Performance Bond: The awarded vendor will be required to provide the University with a 100% performance bond within 10 working days form Notice of Award prior to issuance of a Purchase Order. The performance bond will only be required if the awarded vendor's bid price is \$10,000.00 or more. Failure to do so will result in cancellation of contract. When and if all services have been completed to UAH's satisfaction, the bond will be returned to the vendor.

The University of Alabama in Huntsville reserves the right to increase or decrease quantities as needed according to availability of funds until February 28, 2018.

The University is not obligated to purchase the items listed, but will purchase them on an as needed basis.

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

The University reserves the right to accept or reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the University. (See GENERAL CONDITIONS 1. AWARD)

NOTE: For information regarding 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.

"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 pkh0002@uah.edu, UNLESS OTHERWISE STATED IN THE SPECIFICATION.

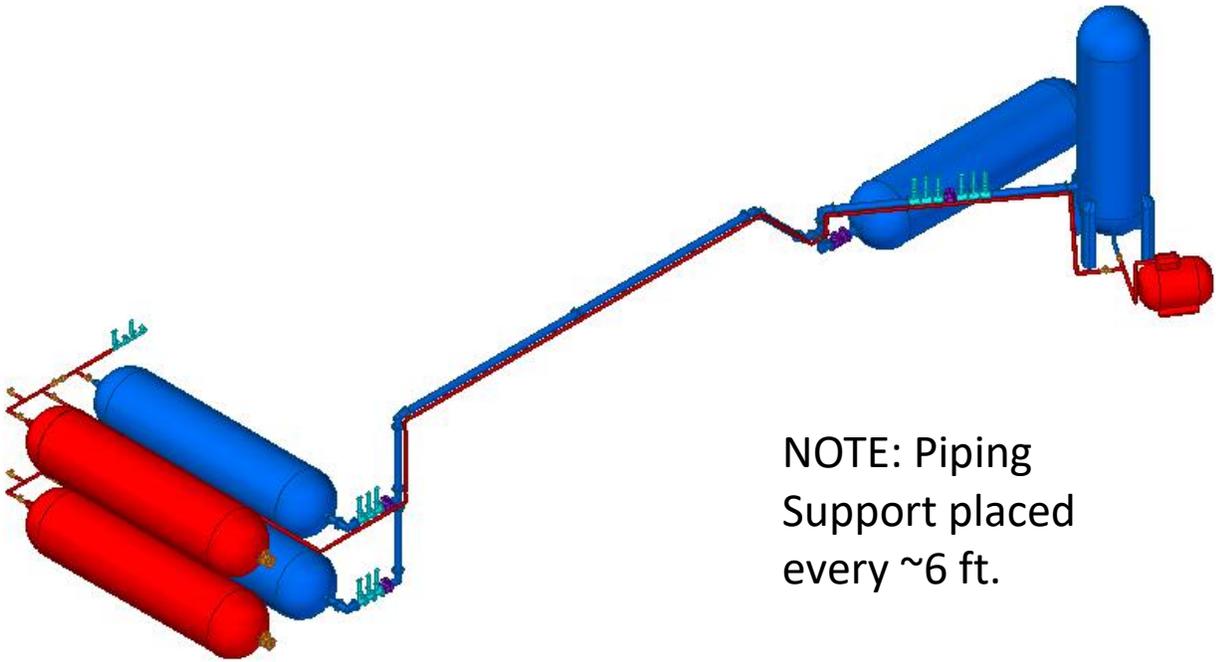
HP and LP Tanks Piping Layout Design

Design Requirements

- Rapidly supply air from 3 LP tanks in any combination to test section with minimal losses
- Charge any combination of 2 HP tanks (2500psi) and 3 LP tanks (300psi) from compressor shed
- The pipe support stands are also required as part of this project, including installation of small concrete pads (if needed) for mounting the different pipe support stands. Associated example drawing is given below in bid. Detailed dimensions for each stand will need to be determined on an individual basis, after the associated piping is in place.
- The present project includes the complete installation of all related piping components (including items from B002488), with operation verification required after this installation is complete. This requires operating the piping at or near rated pressure values with air flow moving through the different piping segments.
-

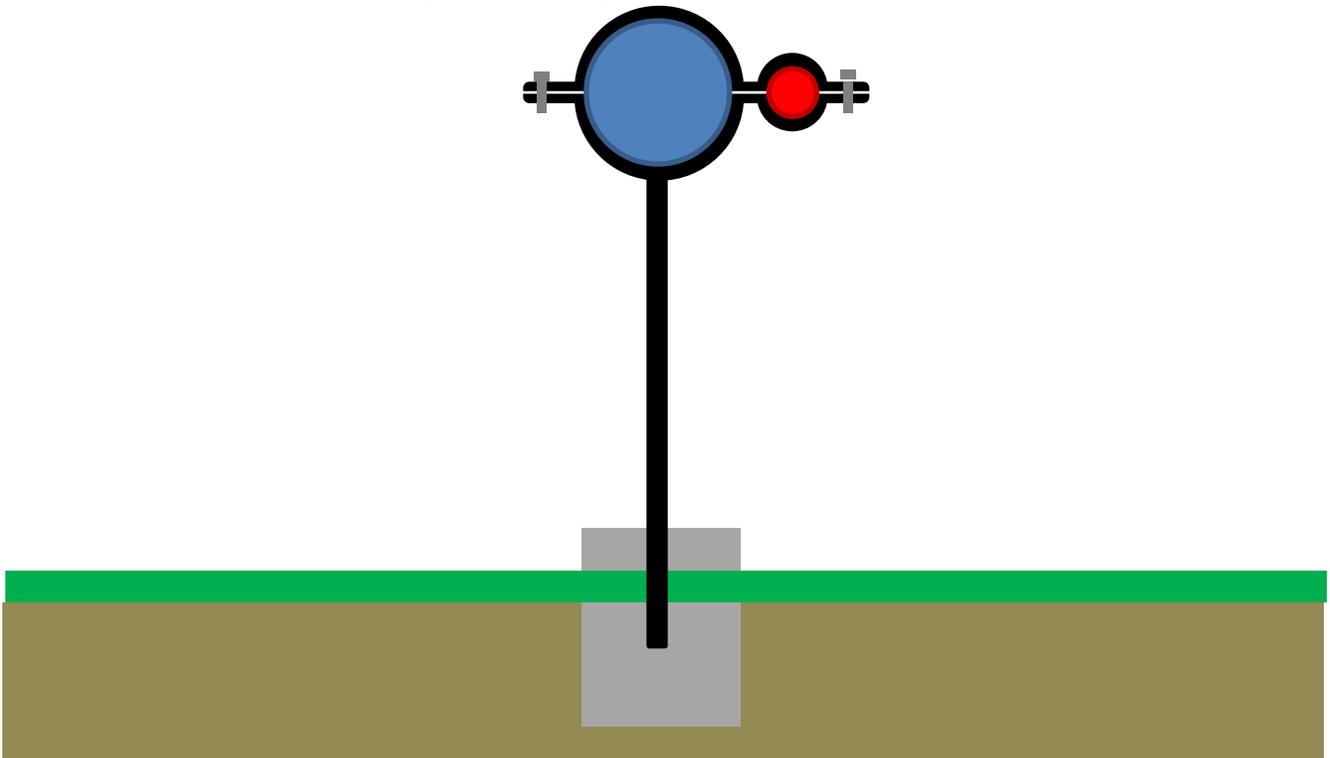
QUOTATION SHEET			
Item	Qty	Description	Total Price
1	1	HP and LP Tanks Piping Layout Design	
Total Cost			
Lead Time (calendar weeks)			

Overall View

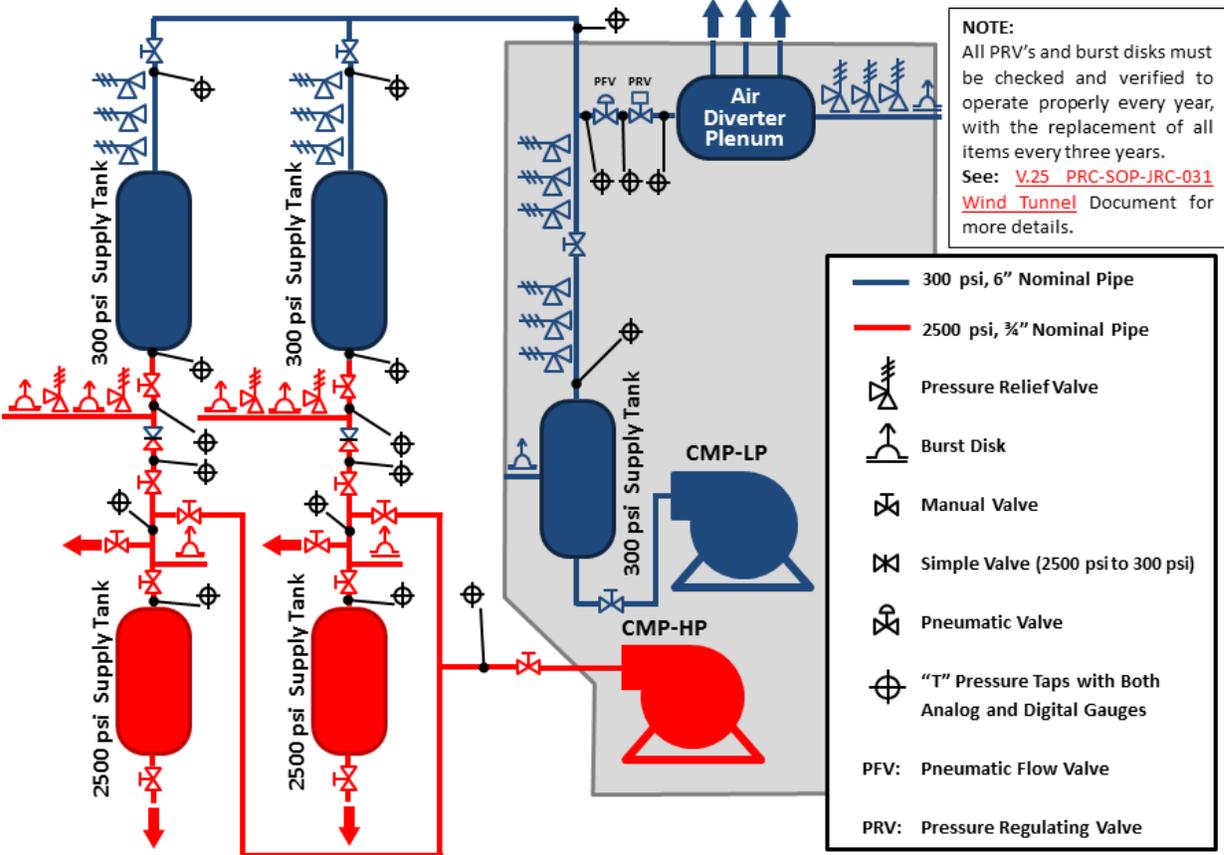


NOTE: Piping
Support placed
every ~6 ft.

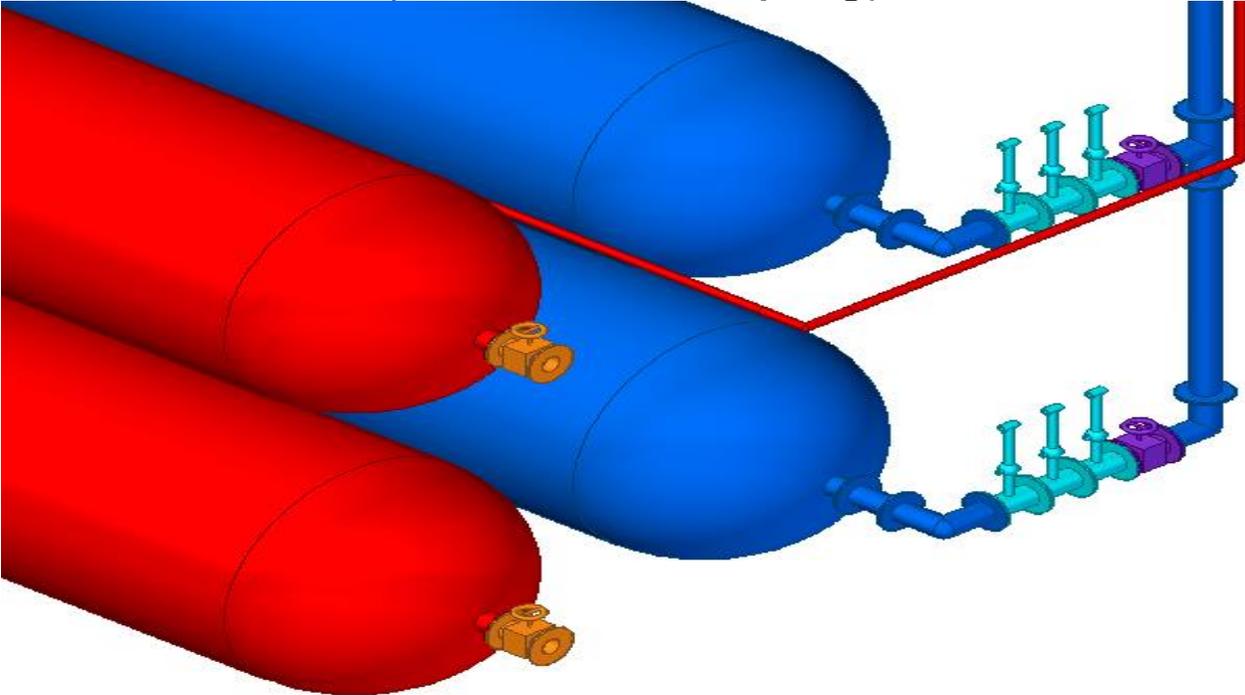
Pipe Support Structure



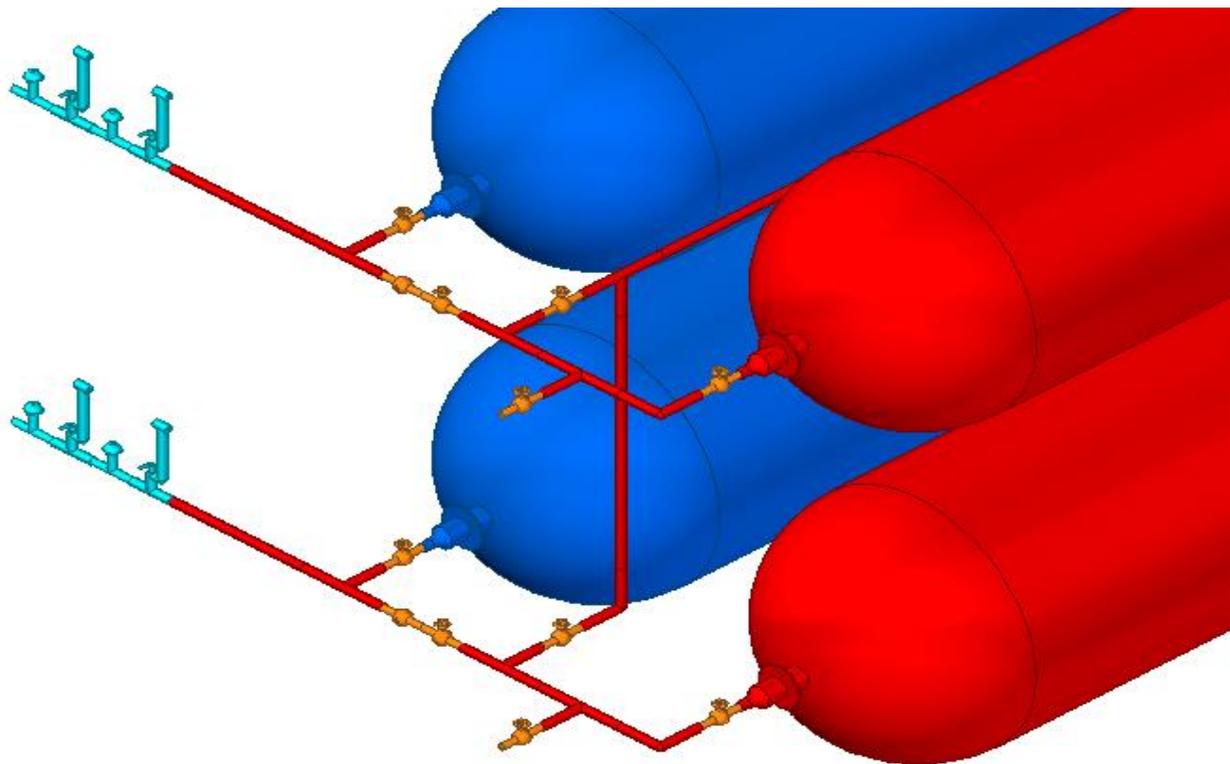
HP and LP Piping Layout



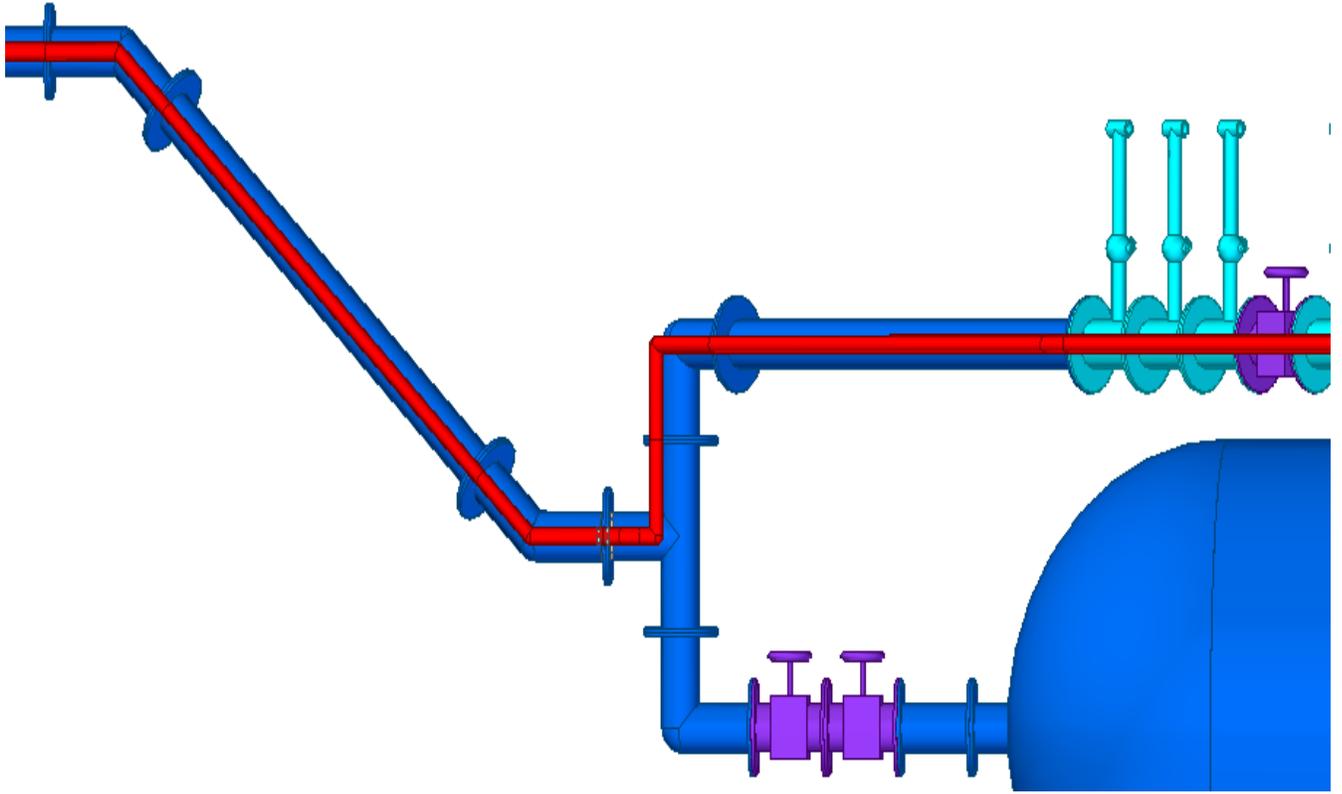
Test Section supply from LP Tanks (Blow Down Piping)



HP and LP supply from compressor and LP supply from HP Tank

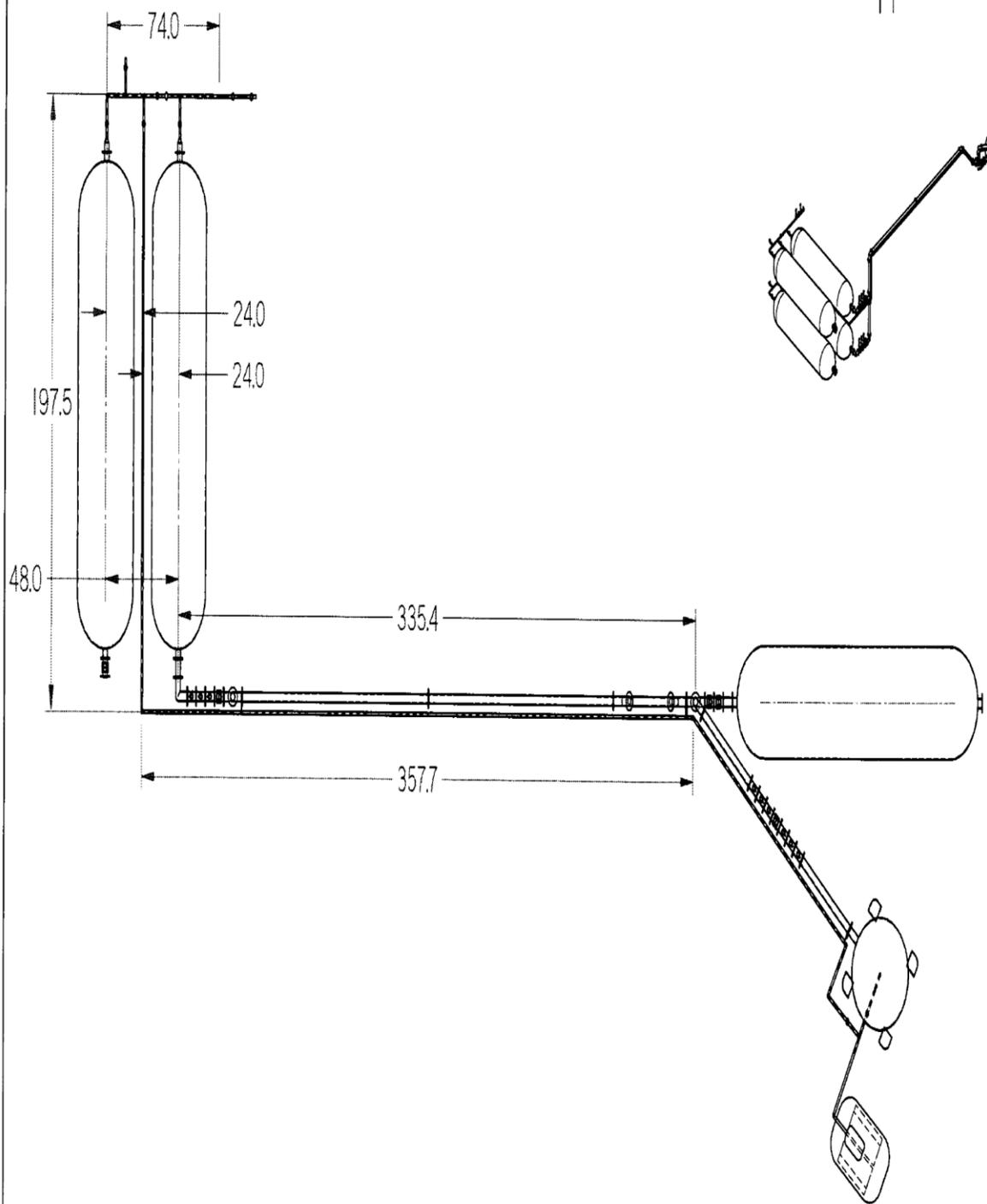


Plenum Connection



Dimension below

REVISION HISTORY			
REV	DESCRIPTION	DATE	APPROVED



NAME	DATE	Solid Edge	
DRAWN	10/10/2017	DESCRIPTION	TITLE
CHECKED			
ENG. APPR.			
MGR. APPR.			
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES ANGLES 90°		REV	REV
2 PL. 40X 3 PL. 40X		FILE NAME	FILE NAME
SCALE	HEIGHT	SCALE	HEIGHT

Bidders are required to provide a current Certificate of Liability Insurance. The minimum coverage requirements are as follows:

TYPES OF INSURANCE	BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory - Alabama
Employers Liability	\$1,000,000 (each employee, each accident and policy limit)
Commercial General Liability: Each Occurrence	\$1,000,000

The vendor shall permit only fit and skilled persons to perform the work. The vendor shall enforce safety procedures, strict discipline, and good order among persons performing the work. The vendor will remove from its employment on the project any person who deliberately or persistently produces non-conforming work or who fails or refuses to conform to reasonable rules of personal conduct.

The vendor must keep existing driveways and entrances serving the premises clear and available to the owner, the owner's employees, and emergency vehicles at all times. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site. No vehicles may be driven or parked on other than asphalt pavement around facility.

After all products have been installed, the vendor must remove debris, waste, packing boxes and all associated rubbish from the premises. The site must be left clean to the complete satisfaction of the UAH representative.

The vendor shall make good any damage to surface, equipment furnishing, and the building in general resulting from installation. Any damage to existing facilities or site by vendor is to be repaired to as new condition at no additional cost to the owner.

Indemnity

The Contractor agrees to indemnify and hold harmless UAH, its trustees, officers, agents, employees, successors, and/or assigns from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death), damage to property, and/or other injury or damage arising out of or as a consequence of the Contractor's acts or omissions in performing under this Contract, its presence on UAH's premises, or the existence of this Contract or any matter related hereto. This indemnification agreement shall include all costs, including reasonable attorney's fees and court costs, incurred by UAH in connection with the defense against any such claim of liability.

Permits, Licenses, Taxes and Certificate of Authority

A contractor's license is required in Alabama at the state level for any commercial or industrial projects that exceed over \$50,000 in value.

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract.

The Contractor must furnish certification of authority to conduct business in the State of Alabama as a condition of contract award.

The Contractor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

SPECIFIC CONTRACT TERMS AND CONDITIONS

Term of Contract, Termination of Contract

The contract shall commence on a date mutually determined by UAH and the Contractor. Contract completion is determined after UAH evaluates the services provided --and if satisfactory, in its sole opinion, UAH will approve the contract completion.

Notwithstanding the foregoing, if the Contractor fails to perform under the terms of the contract, including but not limited to, failure to operate in a reasonable manner for the best interests of UAH and its faculty, staff and students, or for the convenience of the UAH because of the failure of the Contractor to fulfill its contract obligations, UAH may give the Contractor written notice of its failure to perform, and if the Contractor fails to correct the default within thirty (30) days, UAH, by written notice, may terminate the contract.

The contract may include a provision for the payment of liquidated damages by the Contractor in the event of unjustified termination by the Contractor prior to the completion of the contract term. Further, in case of default of the contract, UAH may procure the articles or services from other sources and hold the Contractor responsible for any excess cost.

Completion time is important, so Contractor are requested to state their start time after notification of award, and their completion time after the start date.

Upon termination of the contract or any renewals hereof, the Contractor shall promptly cease operation, and deliver premises to UAH in the same condition the premises were in at the time the Contractor entered into such agreement, reasonable wear and tear expected. The foregoing sentence notwithstanding, provided UAH asserts no lien, the Contractor shall have the right upon termination of the contract to remove such equipment, and other personal property of the Contractor placed in or upon the premises within fifteen (15) days of termination or expiration of the contract; provided the Contractor shall, at its sole expense, repair any damage to premises caused by such removal.

Assignment or Subcontract

The Contractor may not assign or subcontract in whole or in part its obligations under the contract without prior written approval of UAH.

Insurance Obligations Including Worker's Compensation and Comprehensive Liability

UAH is only responsible for general property risks of accidental loss to the building, and/or other equipment or furnishings owned by UAH and provided to the Contractor under this contract, except when caused by Contractor negligence.

The Contractor shall maintain in force at all times during the term of this Contract, with responsible insurance carriers, the following insurance: (a) workmen's compensation insurance, to the extent coverage is required by law for the Contractor, in the amount of the statutory limits; (b) automobile liability insurance in the amount of \$300,000 per person and \$500,000 per occurrence, if the use of an automobile by the Contractor is involved in or related to its performance under this contract; and (c) general liability insurance, in appropriate amounts as mutually agreed by Contractor and UAH. The Contractor shall provide annually a Certificate of Insurance to UAH with respect to one (1) or more of the foregoing coverages. UAH shall be made additionally insured on any of such policies of insurance.

The Contractor will furnish all materials, equipment, labor, supervision, tooling, miscellaneous mounting hardware and consumables for system installed and will completely test, and turnover for acceptance to The UAH described herein.

PROFESSIONAL SERVICES CONTRACTORS (CONTRACT TERMS)

Performance Standard. The Contractor shall give its best efforts to the performance of its undertakings under this contract, shall perform all services to be provided hereunder consistent with the highest standards of care, skill, and diligence, and shall employ sound, business-like, effective, and exemplary practices.

Inspection. UAH, through its authorized representatives, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed by the Contractor.

Assignment. The Contractor may not assign, subcontract, or delegate performance of any of its rights or obligations under this Contract in whole or in part without first obtaining the prior written approval of UAH. Any unapproved assignment, subcontract, or delegation under this Contract shall be void and of no effect.

Force Majeure. The Contractor shall notify UAH promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. Neither party shall be liable for delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of God, governmental action, etc., but it will be liable for all other delay, including specifically that caused by its own fault or negligence.

Access to Facilities. The Contractor and its employees or agents shall have the right to use only those facilities of UAH that are necessary to its performance of services under this Contract and shall have no right of access to any other facilities of UAH. Sidewalks, entrances, passageways, stairways, and corridors shall not be obstructed by the Contractor or used for any purpose other than ingress and egress to and from UAH's premises under the Contractor's control.

Conduct on Premises. The Contractor agrees that all persons working for and on behalf of it whose duties bring them upon UAH's premises shall obey all applicable rules and regulations established by UAH and shall comply with the reasonable directions of UAH's officers.

The Contractor shall be responsible for the acts of its employees and agents while on UAH's premises and for all injury to persons and damage to property located on UAH's premises caused by its employees and agents. Accordingly, the Contractor agrees to take all necessary measures to prevent such injury and damage. The Contractor shall promptly repair, to the specifications of the UAH's Director of Physical Plant, any damage that it, or its employees or agents may cause to UAH's premises or equipment. In the event that Contractor fails to do so, UAH may repair such damage and the Contractor shall reimburse UAH promptly for the cost of repair.

The Contractor agrees that, in the event of an accident of any kind on UAH's premises involving any of its employees or agents, the Contractor will immediately notify UAH's Director of Physical Plant and thereafter furnish a full written report of such accident.

Loss of Contractor's Property. UAH shall have no responsibility for the loss, theft, or mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the Contractor or its employees or agents.

University Name – Limitations on Use. The Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of UAH except on the specific written authorization of The Board of Trustees of the University of Alabama for and on behalf of The University of Alabama in Huntsville. However, the Contractor shall be allowed to include the University on its routine client list for matters of reference.

Encumbrances. The Contractor shall at all times keep UAH free and clear from all encumbrances and liens asserted against or on account of it or its employees and/or agents, by any person, firm, or corporation for

any reason whatsoever. If any such lien shall at any time be filed against UAH's premises, and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, then UAH may, but shall not be obligated to, discharge the same. All costs and expenses (including attorney's fees) incurred by UAH in discharging the lien shall either be deducted from any payments due the Contractor or be paid by the Contractor directly to UAH.

Ethics Certification. The Contractor hereby certifies that its entering into or performance of this Contract will not violate any provision of the Alabama Ethics Act.

Interest of Contractor. The Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no such person having such interest shall be employed or engaged.

Compliance with Law. With respect to all activities carried out under this Contract and/or on UAH premises, The Contractor shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over such activities.

Claims. Any alleged claim against UAH for breach of this Contract or any other liability must be submitted to the Board of Adjustment of the State of Alabama, the exclusive means provided by the law of the State of Alabama for bringing a claim against a state agency.

Notices. Any notice required under this Contract shall be in writing and shall be given by certified mail, return receipt requested, addressed as follows: if to UAH, to the attention of the Director of Support Services, Computer and Network Services, The University of Alabama in Huntsville, Huntsville, Alabama 35899; if to the Contractor, to the address shown on the Contract for Professional Service. The name and address to which mailings shall be made may be changed from time to time by a notice mailed as set forth above.

Consent. Wherever in this Contract the consent or approval of a party is required or permitted, such consent or approval shall be in writing and shall be executed by an officer or agent of the party duly authorized to take such action. If a party fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

Waiver. The failure of any party to assert a right hereunder or to insist upon compliance with any term or condition of this Contract shall not constitute a waiver of that right, term, or condition nor excuse a similar subsequent failure to perform any such term or condition.

Unenforceable Provision. If any provision of this Contract, as applied to any party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this contract or the validity or enforceability of the Contract as a whole.

Remedies. All parties' remedies and rights contained in this Contract shall be cumulative and shall not be in limitation of any other right or remedy which the parties may have.

Survival of Terms. All covenants, representations, and warranties of the Contractor contained in this Contract shall survive the termination or expiration of this Contract whenever necessary to carry out the reasonably intended purpose thereof.

Representation and Warranties. The Contractor covenants that all action required on its part has been taken to authorize and empower it to enter into and perform this Contract and that it has and will continue to have throughout the term of this Contract the full right to perform its obligations hereunder. The Contractor further represents that there are no prior or existing contractual commitments that would prevent it from entering into this Contract or from conducting the activities and carrying out the duties and obligations provided for hereunder.

Construction Rules. The captions and headings in this Contract are for purposes of convenience and reference only, and the words contained therein shall have no substantive effect and shall in no way be held to explain, modify, or amplify the meaning of the sections and provisions of this Contract to which they pertain.

The words "shall," "will," and "agrees," as used herein are mandatory; the word "may" is permissive. Whenever the singular number is used herein, it shall, where appropriate, include the plural, and the neuter gender shall include the masculine and/or feminine.

The language in all parts of this Contract shall in all cases be simply construed according to its fair meaning and not strictly for or against either party.

Governing Law. This Contract, and all matters or issues collateral to it, shall be governed by and construed in accordance with the law of the State of Alabama.

ADMINISTRATIVE REQUIREMENTS

Non-Collusion. Any agreement or collusion among contractors or prospective contractors in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the proposals of such contractors void. Each contractor certifies that he has not been a party to such an agreement by signing this request for proposal.

Bids are Public Record. All proposals become a matter of public record at proposal award. UAH accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

10. **Bid Terms:** Show unit prices, extensions, and total price. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for minimum thirty (30) days from date of bid opening and any exception must be clearly stated.

11. **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made. Bid tabulations can be reviewed by accessing Procurement Services website at <http://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 UAH DESTINATION	TERMS	WARRANTY
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL
BUSINESS CLASSIFICATION (see note below):	EMAIL ADDRESS:	

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

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

Certification Pursuant To Act No. 2006-557

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

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SIGNATURE

DATE

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

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

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

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

State of Alabama Immigration Law

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

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

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

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

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

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



CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

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

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE



THE UNIVERSITY of ALABAMA SYSTEM

VENDOR DISCLOSURE STATEMENT

In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed for all contracts, such as proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted ("Agreements"). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

Definitions

For the purposes of this form, the following terms shall have the following meanings:

- "Agreement." Any agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
• "Family Member." Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse's parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
• "Public Official." Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
• "Relationship." Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under Board Rule 106.
• "UAS." The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
• "You." Includes, (1) the entity or individual who would be a party to the Agreement, (2) any partner, division or related business, (3) any member of your immediate family or any individual employed by You (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. Name of Entity or Individual Completing this Form (proposed contracting party)

Entity Name: []
Individual Name: []
Title: []
Address Line 1: []
Address Line 2: []
City, State, Zip: [] Telephone: []

2. UAS Entity with which you propose an Agreement? (i.e. University, College, Department, etc.)

[]

3. Describe the proposed Agreement:

Goods and services to be provided: []
Grant or proposal number (if applicable): []
Amount or anticipated amount: []
Term: []

Is the proposed Agreement the result of a competitive or bid process? [] Yes [] No

4. **Have "You" (See definition above) previously provided goods and/ or services to UAS within the current or last fiscal year?** Yes No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.

5. **Did the amount of goods and/or services identified in response to Question 4 total \$1,000,000 or more?**

Yes No

6. **Do you have a relationship with a UAS employee, UAS Trustee, or Public Official who may directly or indirectly receive any benefit from the proposed Agreement or whose family member may directly or indirectly benefit?**

Yes No

If yes, please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

If you need to provide further information regarding UAS employees, Trustees, or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.

7. Have any paid consultants and/or lobbyists assisted in obtaining the proposed Agreement?

Yes No

If yes, please provide the following information for each consultant or lobbyist.

Name:

Address:

Name:

Address:

If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.

8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify that no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

Signature

Date