



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

DATE
 08/08/2017

BID NUMBER
B002510

RESPONSE DUE BY:
 8/25/2017
 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 INDUSTRIAL CONTAINERIZED GASES AS PER THE SPECIFICATIONS.		
02			<p>NO BID WILL BE ACCEPTED BY FAX OR EMAIL</p> <p>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</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 **Industrial Containerized Gases** listed below to be purchased on an as needed bases, during the period of OCTOBER 1, 2017 through SEPTEMBER 30, 2018; with the option to renew for four additional one-year periods per the specification below:

Bidders are instructed to read the bid specifications thoroughly.

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

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

Any item found to be of inferior quality 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 September 30, 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.



Bid Specifications

The required delivery is the next working day after notification, and a one to two day guarantee pick-up. The only exception would be for liquid gases or special mixed gases that have to be shipped in from another location. Also special orders (i.e. mixed gases, gases **not stocked**), we would like to be notified of an estimated time of delivery. This would be necessary to relay to our customers

PLEASE NOTE THE TIME DEADLINE TO GUARANTEE NEXT BUSINESS DAY DELIVERY:

NOTE: The successful bidder will be required to deliver all cylinders to each user on campus, with escort provided by Central Receiving personnel. The successful bidder will also provide empty cylinder pick up services, at the user's location, even if no cylinders are ordered. The successful bidder may be required to refill customer owned liquid gas dewers on-site, see item # 6.

NOTE: VENDORS ARE TO NOTE WHAT SIZE CYLINDER THE GAS WILL BE CONTAINED IN.

Vendors are instructed to quote per 100 cubic feet, unless another unit of measure is specified (per one liter, per pound, or exchange basis). Do not quote by cylinder size.

QUOTE DELIVERY CHARGES PER DELIVERY, IF APPLICABLE: \$ _____

Because the cylinder rental will be billed separately from gas, quote rental charges for cylinders per month:

\$ _____/cylinder/month

The dewers rental, quote rental charges for dewers per month:

\$ _____/dewers/month

The cradle rental, quote rental charges for cradle per month:

\$ _____/cradle/month

Item	Description	Qty	Unit Price	Total Price
Industrial Gases				
1	Compressed air, breathing quality 230-312 cu. ft. (approx. usage 60 Cyl.) CGA 346, AI B300	1 cyl	\$ _____	\$ _____
2	Compressed air dry, 230-312 cu. ft. (approx. usage 60 Cyl.), CGA 590, AI D300	1 cyl	\$ _____	\$ _____
3	Compressed Air, Ultra Zero Grade size 300, 250-312 cu. ft., CGA 590, AI UZ300	1 cyl	\$ _____	\$ _____
4	Compressed Air, Ultra Zero Grade size 300, 250-312 cu. ft., CGA 590, AI Z300	1 cyl	\$ _____	\$ _____
5	Acetylene C2H2, Welding Grade, 132 cu.ft. Approx. size 4 CGA-510 Usage 40 Cyl. AC 4	1 cyl	\$ _____	\$ _____
6	Acetylene, atomic absorption 2.6 Grade, 330 cu. ft size 5, CGA-510, AC AA5	1 cyl	\$ _____	\$ _____
7	Acetylene, C2H2 Welding Grade (MC) - 10 cu. ft. Exchange Basis, Approx. Usage 40 Cyl. (Quote Cost Per Exchange) CGA-200, AC MC	1 cyl	\$ _____	\$ _____
8	Argon, regular 99.995%, size 200, 235-300 cu. ft. CGA-580, AR 200	1 cyl	\$ _____	\$ _____
9	Argon, Welding grade size 300, 300-336 cu. ft CGA-580, AR 300	1 lbs	\$ _____	\$ _____
10	Argon / 25% Carbon Dioxide Mixture, UHP 99.999%, Size 300, 300-376 cu. ft, CGA-580, AR CD25300	1 lbs	\$ _____	\$ _____
11	Argon, high purity 99.999 Grade 5, size 300, 300-336 cu. ft. approx. usage 50 cyl, CGA-580, AR UHP300CT	1 lbs	\$ _____	\$ _____
12	Carbon Dioxide, CO2 50 lb. Cyl. (Quote per LB.), CGA-320, CD 50	1 lbs	\$ _____	\$ _____
13	Carbon Dioxide, CO2 100 lb. Cyl. (Quote Cost per LB.), CGA-320, CD 100	1 lbs	\$ _____	\$ _____
14	Carbon Dioxide, Grade 4.0 50-60 lbs. Size 200, CGA-320 with Syphon, CD I200S	1 lbs	\$ _____	\$ _____
15	Ethane research grade SZ 80, ET R810	1 cyl	\$ _____	\$ _____
16	INM 2% CS/35% HE/AR 300 GG STAIN3300	1 cyl	\$ _____	\$ _____
17	Helium, regular 99.995% Grade 4, size 200, 292-300 cu. ft. approx. usage 50 Cyl. CGA-580, HE 200	1 cyl	\$ _____	\$ _____
18	Helium, regular 99.995% Grade 4, size 300, 292-300 cu. ft. approx. usage 50 Cyl. CGA-580, HE 300	1 cyl	\$ _____	\$ _____
19	Helium, IND LIQ, size 60, approx. CGA-580, HE 60LT	1 cyl	\$ _____	\$ _____
20	Helium, Grade 5, size 80, 80 cu. ft., CGA-580, HE UHP80	1 cyl	\$ _____	\$ _____
21	Helium, research grade 6, size 200, approx. usage 50 Cyl. CGA-580, HE R200	1 cyl	\$ _____	\$ _____
22	Helium, UHP 99.9999%, Grade 6, size 300, 292-300 cu. ft, CGA-580, HE BIP300	1 cyl	\$ _____	\$ _____
23	Helium, UHP 99.999% Grade 5, size 300, 292-300 cu. ft., CGA-580, HE UHP300	1 cyl	\$ _____	\$ _____
24	Hydrogen, regular grade, 109-122 cu. ft., CGA-350, HY 125	1 cyl	\$ _____	\$ _____
25	Hydrogen, UHP 99.9999%, Grade 6, 261-300 cu. ft, CGA-350, HY R300	1 cyl	\$ _____	\$ _____
26	Hydrogen H2 extra dry 99.999% Grade 4, approx. usage 40 Cyl. CGA-350, 261-300 cu. ft, HY UHP300	1 cyl	\$ _____	\$ _____

Item	Description	Qty	Unit Price	Total Price
27	Hydrogen H2 UHP 99.999% Grade 5, approx. usage 50 Cyl. 261-300 cu. ft, CGA-350, HY UHP300	1 cyl	\$ _____	\$ _____
28	Krypton Research 80A 1000 LT KR R80A1000Lt	1 cyl	\$ _____	\$ _____
29	Nitrogen, "Q" size, 99.995%, 40 cu. ft., (Quote cost per exchange), CGA-580, NI 40	1 cyl	\$ _____	\$ _____
30	Nitrogen, Regular Grade, 80 cu. ft., CGA-580, NI 80	1 cyl	\$ _____	\$ _____
31	Nitrogen, regular grade, size 125, 116-122 cu. ft., CGA-580, NI 125	1 cyl	\$ _____	\$ _____
32	Nitrogen, N2 Extra Dry, size 300, 300-304 cu. ft, Approx. Usage 75 Cyl., CGA-580, NI 300	1 cyl	\$ _____	\$ _____
33	Nitrogen, UHP 99.9999%, Grade 6, size 300, 300-304 cu. ft., CGA-580, NI BIP300	1 cyl	\$ _____	\$ _____
34	Nitrogen, High Pressure, 6000 PSI 494-500 cu. ft NI HP6K	1 cyl	\$ _____	\$ _____
35	Nitrogen, 12 pack, size 300, CGA-580, NI C23	1 cyl	\$ _____	\$ _____
36	Nitrogen N2 UHP 99.999% Grade 5, size 300, Approx. Usage 50 Cyl.(one day delivery required) 300-304 cu. ft. CGA-580, NI UHP300	1 cyl	\$ _____	\$ _____
37	Methane, Chemically Pure 2.5 Grade, Size 300 Cylinder, CGA-350, ME CP300	1 cyl	\$ _____	\$ _____
37	Nitrous Oxide, AA 200 CGA 326, NS AA200S	1 cyl	\$ _____	\$ _____
38	Nitrous Oxide, regular Grade 56-64 lbs. NS USP56	1 lb	\$ _____	\$ _____
39	Nitrous Oxide, 99.999% Grade 5.0, 60-64 lbs. NS UHP200	1 lb	\$ _____	\$ _____
40	Oxygen O2 Welding Grade "B", 20 CU. FT. Exchange Basis, Approx. Usage 40 Cyl. (Quote Cost Per Exchange), OX 20	1 cyl	\$ _____	\$ _____
41	Oxygen, regular grade, 122-127 cu. ft. OX 125	1 cyl	\$ _____	\$ _____
42	Oxygen O2 Welding Grade (Approx. Usage 40 Cyl.) 251 cu.ft., OX 200	1 cyl	\$ _____	\$ _____
43	Oxygen O2 Welding Grade (Approx. Usage 40 Cyl.) 251 cu.ft., size 300, CGA-540, OX 300	1 cyl	\$ _____	\$ _____
44	Oxygen, high purity, 99.999% 251-337 cu. ft., OX UPC300	1 cyl	\$ _____	\$ _____
45	Oxygen, 180 Lt 350 PSI, OX 180LT350	1 cyl	\$ _____	\$ _____
46	Sulfur Hexafluoride, 300-340 cu. ft., SH CP300	1 cyl	\$ _____	\$ _____
47	Xenon RP SZ LB 25LTRS, XE RPLB25LT	1 lb	\$ _____	\$ _____
48	Industrial grade hydrogen, 12 pack, size 300, CGA-350, HY TP12N	12 cyl	\$ _____	\$ _____

ATTENTION: NOTE THAT YOUR PRICE QUOTES FOR ITEMS 49 & 50 ARE TO BE QUOTED PER GALLON. THESE TWO ITEMS REQUIRE A ONE-DAY DELIVERY.

PRODUCT: Nitrogen
Nitrogen and Trace Inerts: 99.998%
Oxygen: less than 0.0010%
Dew Point: Minus 90F or Lower

Bidder will be responsible for filling the following existing tanks:

49. 900 Gallon Tank Located at the Aerophysics Propulsion Center, Building 6230,
Anderson Road, Redstone Arsenal (11 OR 12 Times) **NI BLK**
\$ _____/Gallon

50. 9000 Gallon Tank Located at the Material Science Building, UAH Campus
(3 TO 5 Times) **NI BLK**
\$ _____/Gallon

ATTENTION: The item listed below is for bulk Helium. Minimum Delivery Approximately
10,000 Cubic feet at 2200 PSI. Quote price per Cubic FT.
(Location of Delivery: Aerophysics Propulsion Center, Building 6230,
Anderson Road, Redstone Arsenal) **HE BLK**

51. \$ _____/1,000 Cubic FT.

ATTENTION: The item listed below is for bulk Hydrogen. Delivery is (4 Cylinders) Totaling
Approximately 13,000-18,000 Cubic FT. Quote Price per Cubic FT.
(Location of Delivery: Aerophysics Propulsion Center, Building 6230,
Anderson Road, Redstone Arsenal) **HY BLK**

52. \$ _____ / 1,000 Cubic FT.

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

COST PLUS: The bidder's are to quote an additional cost plus mark-up in the space provided. This mark-up is to be used to determine the cost of any containerized (cylinder) Gases not listed on the quote sheet that might be required throughout the term of this contract.

COST PLUS FOR CONTAINERIZED GASES NOT LISTED ABOVE: _____%

Cost to Fill Customer Owned cylinders not listed above: _____%

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

From October 1, 2018 Through September 30, 2019 The price will be: _____%

From October 1, 2019 Through September 30, 2020 The price will be: _____%

From October 1, 2020 Through September 30, 2021 The price will be: _____%

From October 1, 2021 Through September 30, 2022 The price will be: _____%

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	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
- 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