



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

DATE
 10/12/2016

BID NUMBER
B002466

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.

RESPONSE DUE BY:
 11/02/16
 1:30 PM

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

REQUEST FOR FORMAL BID

CONTACT
 JUDY CURTIS

EMAIL
 CURTISJ@UAH.EDU

VENDOR NO.

V
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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 LIGHTING (Part A) & ELECTRICAL (Part B) SUPPLIES AS PER THE ATTACHED SPECIFICATIONS.		
02			<p>IT IS THE INTENT OF THE UNIVERSITY TO AWARD THIS BID TO A PRIMARY AND SECONDARY VENDOR PER GROUP/CATEGORY OR TOTAL LOW.</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: WWW.UAH.EDU/BUSINESS-SERVICES CLICK ON "VENDORS", THEN "BID AWARDS".</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

BID SPECIFICATIONS

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE REQUESTS BIDS FROM PROSPECTIVE BIDDERS FOR THE PURCHASE OF **LIGHTING & ELECTRICAL SUPPLIES, (PART A AND PART B)** COVERING THE PERIOD OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017, WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS (OCT.-SEPT.)

THE CONTRACT MAY BE CANCELLED BY GIVING THIRTY (30) DAYS NOTICE BY EITHER PARTY AT THE END OF THE FIRST ONE-YEAR OR THE SUBSEQUENT ONE-YEAR PERIODS.

THIS BID MAY BE AWARDED TO THE LOWEST BIDDER, BY LINE ITEM LOW, GROUP LOW, OR TOTAL LOW, WHICHEVER IS IN THE BEST INTEREST OF THE UNIVERSITY. THIS BID MAY ALSO BE AWARDED BY GROUP A AND GROUP B TO DIFFERENT VENDORS.

THIS BID MAY BE AWARDED TO A PRIMARY VENDOR (WHICH MAY BE THE LOWEST VENDOR MEETING ALL SPECIFICATIONS) AND A SECONDARY VENDOR (WHICH MAY BE THE SECOND LOWEST PRICED VENDOR MEETING ALL SPECIFICATIONS).

"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 SHIPMENT 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."

****NOTE: BIDDERS ARE REQUESTED TO PRICE ALL ITEMS. IF YOUR COMPANY DOES NOT STOCK AN ITEM PLEASE QUOTE AN EQUAL. IF YOUR COMPANY DOES NOT HAVE AN EQUAL TO ITEM PLEASE INDICATE BY N/A.**

THE QUANTITY PURCHASED FOR ANY PARTICULAR ITEM MAY FLUCTUATE FROM ZERO UNITS TO AN EXCESS OF UNITS. THE UNIVERSITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY WILL BE PURCHASED DURING THE CONTRACT PERIOD. ALL ORDERS WILL BE PLACED ON AN AS-NEEDED BASIS.

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. THE RESULTS (BID TABULATION) WILL **BE POSTED TO PROCUREMENT SERVICES WEBSITE AND CAN BE REVIEWED BY ACCESSING OUR WEBSITE AT <http://www.uah.edu/business-services/vendors/bid-awards> SELECT BID INFORMATION, AND THEN SCROLL DOWN TO "BID TABULATIONS".**

DELIVERY OF ANY ITEM IN STOCK SHALL NOT EXCEED ONE (1) WORKING DAY FROM RECEIPT OF ORDER. ALL ITEMS BID SHALL BE DEEMED AS STOCKABLE ITEMS IN THE VENDORS WAREHOUSE OR STORAGE AREAS. DELIVERY OF ANY NONSTOCK ITEMS SHALL NOT EXCEED FIVE (5) WORKING DAYS. THE BIDDER SHALL MAKE AVAILABLE 24-HOUR DELIVERY UPON REQUEST. A CHARGE FOR 24-HOUR DELIVERY SHOULD ONLY BE FOR THE COST THE VENDOR HAS PAID FOR FREIGHT OR SHIPPING CHARGES. IN SOME CASES, THE UNIVERSITY MAY DESIRE TO PICK-UP THE MERCHANDISE RATHER THAN HAVE IT DELIVERED.

DELIVERY DOES NOT CONSTITUTE ACCEPTANCE. ALL EQUIPMENT/PRODUCTS DELIVERED TO THE UNIVERSITY AS A RESULT OF THIS CONTRACT IS SUBJECT TO INSPECTION AND TESTING. ITEMS THAT DO NOT MEET SPECIFICATIONS OF THE BID WILL BE REJECTED. FAILURE TO REJECT UPON RECEIPT, HOWEVER, DOES NOT RELIEVE THE VENDOR OF HIS/HER LIABILITY.

THE SUCCESSFUL VENDOR WILL BE REQUESTED TO SUBMIT AN ITEMIZED AND ACCURATE PROFORMA INVOICE WITH TOTALS FOR EACH ORDER AND THE CURRENT BID NUMBER MUST BE ON EACH INVOICE. NO PACKING SLIPS WILL BE ACCEPTED. NO PARTIAL ORDERS WILL BE ACCEPTED WITHOUT STOCKROOM APPROVAL/REQUEST.

THE BIDDER SHALL BE ABLE TO PRODUCE A PROFESSIONAL, ACCURATE, AND UP-TO-DATE REPORT OF TOTAL PURCHASES MADE BY THE UNIVERSITY FOR ANY GIVEN PERIOD OF TIME THAT THE CONTRACT IS IN EFFECT. THE REPORT MUST CONTAIN AT MINIMUM THE FOLLOWING INFORMATION: ITEMS PROVIDED, LIST PRICES, APPLIED DISCOUNTS, AND NET PRICE CHARGED. REPORTS SHALL BE SUBMITTED TO PROCUREMENT SERVICES UPON REQUEST.

IT IS PREFERRED THAT THE BIDDER HAS AN ON-LINE CATALOG AND ORDERING SYSTEM. THE BIDDER MUST PROVIDE A TOLL-FREE NUMBER FOR PLACING ORDERS, WHETHER THEY HAVE AN ON-LINE ORDERING SYSTEM OR NOT. THE ELECTRONIC CATALOG MUST BE RECENT AND KEPT UP TO DATE. TWO PRINTED CATALOGS ARE TO BE PROVIDED AT NO ADDITIONAL COST TO THE UNIVERSITY. THE BIDDER SHALL ACCEPT ORDERS VIA PHONE, FAX, MAIL, OR ON-LINE.

PRODUCTS RETURNED BECAUSE OF QUALITY PROBLEMS, DUPLICATE SHIPMENTS, OUTDATED PRODUCTS, ETC. SHALL BE PICKED-UP BY THE BIDDER WITHIN FIVE (5) BUSINESS DAYS OF NOTIFICATION AT NO COST TO THE UNIVERSITY. IN THESE CASES, THE UNIVERSITY SHALL NOT PAY A RESTOCKING FEE.

ANY PRODUCT RETURNED WITHIN FIFTEEN (15) CALENDAR DAYS OF RECEIPT WHICH IS IN MARKETABLE, RESALABLE CONDITION SHALL NOT BE SUBJECT TO A RESTOCKING FEE.

THE BIDDER MUST NOTIFY THE UNIVERSITY OF THE AVAILABILITY OR SEND-DATE OF ANY ORDER WHICH IS BEING HELD DUE TO PARTIAL OR BACKORDERED ITEMS. IF THE AGREED UPON DATE OF DELIVERY IS OUTSIDE OF THE GUIDELINES OF THIS CONTRACT THEN THE UNIVERSITY RESERVES THE RIGHT TO OBTAIN THE ITEM FROM AN ALTERNATE SOURCE/VENDOR THAT IS ALSO UNDER A CONTRACT. NO PURCHASES ALLOWED OUTSIDE OF THE PRIMARY AWARDED VENDOR OR THE SECONDARY AWARDED VENDOR OF THIS AWARD WITHOUT APPROVAL FROM PROCUREMENT SERVICES.

THE BIDDER SHALL NOT SUBSTITUTE ANY ORDERED ITEM WITHOUT THE PRIOR APPROVAL OF THE UNIVERSITY (PROCUREMENT SERVICES OR FACILITIES & OPERATIONS). UNAUTHORIZED SUBSTITUTIONS SHALL NOT BE ACCEPTABLE.

VENDORS MUST INDICATE IF A MODEL NUMBER HAS BEEN CHANGED OR DISCONTINUED BY A MANUFACTURER. PUBLISHED PRODUCT DATA IS REQUIRED FOR THESE ITEMS. ALTERNATE PRODUCT(S) WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL OF THE ORDERING DEPARTMENT OR PROCUREMENT SERVICES.

PERCENT DISCOUNT: THE BIDDERS ARE TO QUOTE A “PERCENT DISCOUNT OFF OF MANUFACTURERS RETAIL PRICE” IN THE SPACE PROVIDED ON THE QUOTE SHEET. THIS PRICE WILL BE USED TO DETERMINE THE COST OF ANY ITEM(S) **NOT** LISTED ON THE QUOTE SHEET, SUCH AS OTHER ITEMS CARRIED BY THE VENDOR THAT MIGHT BE REQUIRED THROUGHOUT THE TERM OF THIS CONTRACT. IF THE DISCOUNT VARIES BY CATEGORY THE VENDOR SHOULD IDENTIFY EACH CATEGORY WITH ITS RESPECTIVE PERCENT DISCOUNT. **NOTE:** UAH RESERVES THE RIGHT TO PURCHASE FROM ANOTHER CONTRACT VENDOR IF PRIMARY AND SECONDARY AWARDED VENDORS DO NOT HAVE AN ITEM IN STOCK OR CANNOT ORDER WITHIN THE GUIDELINES OF THIS CONTRACT.

IN THE EVENT OF A MANUFACTURER PRICE INCREASE ON ITEMS SPECIFICALLY IDENTIFIED (LISTED ON QUOTE SHEET), PROOF OF PRICE CHANGE FROM MANUFACTURER **MUST BE SUBMITTED IN WRITING** TO PROCUREMENT SERVICES INCLUDING THE EFFECTIVE DATE OF THE PRICE CHANGE.

THE UNIVERSITY IS TO BE GIVEN THE BENEFIT OF ANY REDUCTION IN PRICE BELOW THE QUOTED PRICE DURING THE LIFE OF THE CONTRACT, INCLUDING ANY SUBSEQUENT RENEWALS.

THERE SHALL BE NO MINIMUM ORDER QUANTITY IMPOSED BY THE BIDDER.

ALL PRODUCTS PROVIDED UNDER CONTRACT SHALL CONFORM TO ESTABLISHED MANUFACTURER STANDARDS, SHALL CONFORM TO COMMERCIAL GRADE, AND MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY. ANY PRODUCT NOT MEETING ACCEPTABLE STANDARDS OF QUALITY SHALL BE RETURNED AT NO COST TO THE UNIVERSITY.

BIDDERS ARE TO QUOTE THEIR NORMAL DELIVERY TIME, IF THE TIMES STATED PREVIOUSLY IN THIS BID ARE UNACCEPTABLE.

NORMAL DELIVERY (in-stock items): _____

ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY VISIBLE ON THE OUTSIDE OF THE ENVELOPE.

NO CALL-IN OR FAXED BIDS WILL BE ACCEPTED. THE MAILING ADDRESS IS LISTED AT THE TOP OF THE FIRST PAGE OF THIS BID REQUEST.

ALL QUESTIONS CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO JUDY CURTIS IN PROCUREMENT SERVICES BY EMAIL. curtisj@uah.edu.

LIGHTING SUPPLIES (PART A)

BALLAST ELECTRONIC FOR T8 3-4 LAMP 120/277V #B432IUNVHPA			
BALLAST GE 232-MVPS-N 120/277V 2 LAMP			
BALLAST GE-332-MVPS-N 120/277V 3 LAMP			
BALLAST GE-432 MVPS-N 120/277V 4 LAMP			
BULB FLUORESCENT GE F32T8/841/PRO/EC			
BULB FLUORESCENT GE F13DBX/841/ECO4P			
BULB INCADESCENT WEST 65BR30/FL			
BULB FLUORESCENT GE F13BX/841/ECO			
BULB FLUORESCENT GE F26DBX/841/ECO4P			
BULB FLUORESCENT GE F32T8SP41/U6/ECO			
BULB FLUORESCENT GE F39W/T5/841/ECO			
BULB METAL HALIDE 400W 120/277V 4000K MOG BASE			
BULB METAL HALIDE 175W 120/277V 4000K MED BASE			
BULB HID ven MPI1000/BU OR EQUAL			
BULB FLUORESCENT 25W 85 CRI OR GREATER T8 2P 48"			
BULB FLUORESCENT 28W 85 CRI OR GREATER T8 2P 48"			
BULB FLUORESCENT 32W 85 CRI OR GREATER T8 2P 48"			
BULB FLUORESCENT 3-TUBE 26W 130V 4-PIN 1-SLOT			
BULB FLUORESCENT CW 17W 120V T8 2 PIN 24"			
BULB FLUORESCENT MULTI-TUBE 13W 4-PIN 2-SLOT			
BULB FLUORESCENT MULTI TUBE 26W 130V 2-PIN 1-SLOT			
BULB FLUORESCENT 32W 75 CRI OR GREATER T8 2P 48"			
BULB FLUORESCENT MULTI TUBE 32W 130V 4-PIN S-SLOT			
BULB FLUORESCENT TWIN TUBE 13W 130V 2-PIN 2-SLOT			
BULB INCADESCENT 52W 130V A19 MED BASE			
BULB INCADESCENT 75W 130V A19 MED BASE			
BULB INCADESCENT FLOOD 120W 130V R40 MED BASE			
BULB INCADESCENT FLOOD 150W MED BASE			
BULB INCADESCENT FLOOD 65W PAR30 130V MED			
BULB METAL HALIDE 100W 120/277V MED BASE			
BULB METAL HALIDE 175W 120/277V BT28MOG BASE			
BULB METAL HALIDE 250W 120/277 BT28 MOG BASE			
BULB QUARTZ 250W SCREW IN CLEAR			
BULB HIGH PRESSURE SODIUM 1000W 120/277V MOG BASE			
BULB HIGH PRESSURE SODIUM 100W 120/277V MOG BASE			
BULB HIGH PRESSURE SODIUM 100W 120/277V MED BASE			
BULB HIGH PRESSURE SODIUM 150W 120/277V MOG BASE			
BULB HIGH PRESSURE SODIUM 250W 120/277 MOG BASE			
BULB HIGH PRESSURE SODIUM 70W 10/277V MED BASE			
BULB HIGH PRESSURE SODIUM 100W B17 MEDIUM BASE			

DISCOUNT OFF ITEMS NOT LIST LISTED

_____ %

ELECTRICAL SUPPLIES (PART B)

CONDUIT FLEX, 3/8 ALUMINUM 12/2 IMC 250' ROLL			
CONNECTOR BOX FLEX CONDUIT SETSCREW AL. 3/8			
ELECTRICAL METALIC TUBING 1/2"			
ELECTRICAL METALIC TUBING 3/4"			
ELECTRICAL METALIC TUBING CONN 1/2" STEEL			
ELECTRICAL METALIC TUBING CONN 3/4" STEEL			
HANDY BOX STAINLESS STEEL 1/2"			
JUNCTION BOX 1/2 & 3/4 "KNOCK OUT, 1-1/2" DEEP 4" SQUARE			
PHOTOCELL TORK , INTERMATIC #K4121, 120V 1800W			
PHOTOCELL TORK 208/277V 2000W TUNGSTEN 4123			
PLATE COVER BLANK 4" STAINLESS STEEL			
PLATE COVER RECEP 1 GANG IVORY			
PLATE COVER RECEP 1 GANG STAINLESS STEEL			
PLATE COVER RECEP 1 GANG WHITE			
PLATE COVER SWITCH 1 GANG IVORY			
PLATE COVER SWITCH 1 GANG WHITE			
RECEPT DUPLEX, 20A 120V, GREY-LEVITON OR EQUAL			
RECEPT DUPLEX, 20A 120V, IVORY-LEVITON OR EQUAL			
RECEPT DUPLEX, 20A 120V, WHITE- LEVITON OR EQUAL			
SWITCH TOGGLE, 20A 1P 120/277V IVORY-LEVITON OR EQUAL			
SWITCH TOGGLE, 20A 1P 120/277V WHITE-LEVITON OR EQUAL			
WIRE CORD S/O INSULATED #12/3 BLACK			
W-MOLD V-700 IVORY RACEWAY			
W-MOLD V-700 BOXES DEEP			
W-MOLD V-700 BOXES SHALLOW			
W-MOLD V-700 BOXES THUMBNAIL			
W-MOLD V-700 STRAP			
W-MOLD V-700 ELBOW			
3/8" ONE HOLE STRAP			
1/2" ONE HOLE STRAP			
3/4" ONE HOLE STRAP			
3/8" STAND OFF STRAP			
1/2" STAND OFF STRAP			
3/4 STAND OFF STRAP			
BLACK ELECTRICAL TAPE 3/4" X 66'			
STEEL CITY CY 1/2 SWITCH BOX, GANGABLE, 3 1/2 "DEEP, CONDUIT KNOCKOUTS, EARS			
STEEL CITY CY 1/2 SWITCH BOX, GANGABLE, 3 " DEEP, CONDUIT KNOCKOUTS EARS			

DISCOUNT OFF ITEMS NOT LIST LISTED _____ %

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.
REV. 8/12

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