



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

DATE
 02/23/2017

BID NUMBER
B002487

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:
 03/09/2017
 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
E
N
D
O
R

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 MATTRESSES FOR SCH SUITES AS PER THE ATTACHED SPECIFICATIONS. | | |
| 02 | | | <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:</p> <p>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

SUMMARY

- A. The University of Alabama in Huntsville, "Owner" "The University of Alabama in Huntsville", will accept sealed bids from qualified vendors to perform work as outlined within these bid documents.
- B. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of thirty (30) days. The University of Alabama in Huntsville reserves the right to reject any and all bids and to waive any informality.

Bids may be amended or withdrawn by the party(s) submitting such bid or his authorized representative, up until the scheduled opening time; no bid may be amended or withdrawn thereafter.

Successful bidder shall indemnify and hold harmless The University of Alabama in Huntsville or their agents against any and all claims for royalties, patent infringements or suits for information thereon which may be involved in the manufacture or use of the items to be furnished.

- C. All bids shall be returned to Procurement Services of The University of Alabama in Huntsville, Business Services Building, located on John Wright Drive prior to the specified bid opening date, Monday, March 06, 2017, 1:30 PM CST at which time and place they will be publicly opened and read.
- D. For questions or clarifications concerning this work contact Judy Curtis, The University of Alabama in Huntsville, Business Services by email at curtisj@uah.edu and reference the Bid Number in the Subject Line of the email.
- E. The Vendor shall comply with all federal, state, county, and local laws, codes, ordinances, and regulations for all work of this project.
- F. Show prices on quotation sheet provided. Prices quoted shall be delivered and installed prices. Each line item should include the delivered and installed price. DO NOT QUOTE DELIVERY AND/OR INSTALLATION SEPARATELY FROM PRODUCT.
- G. Each bidder shall review the requirements of this project, and thoroughly familiarize themselves with all conditions affecting the work of this contract. By the submission of a bid, the Vendor shall be deemed to indicate his/her willingness and intention, if determined to be the successful bidder, to enter into a purchase order agreement with The University of Alabama in Huntsville for the work described herein.
- H. Delivery and installation date must be stated in bid. All installation must be completed three (3) working days after the beginning of initial installation. Installation begins no earlier than May 09, 2017 at 8:00 am but must be completed no later than May 11, 2017 at 5:00 pm. If the Vendor or Manufacturer fails to complete the deliveries as required or within the time to which completion may have been extended by the University, the vendor shall pay the University liquidated damages in the amount of \$1,000.00 per calendar day for the first three (3) days the delivery is delayed and \$5,000.00 per calendar day for further delays in delivery. Said liquidated damages shall be deducted from invoices rendered. An estimate of 230 mattresses will be delivered and installed in dorm rooms and an estimated 30 will be left in the lobby area for UAH to store.
- I. Bids must be accompanied by a certified or cashier check or bid bond in the amount not less than five percent (5%) of base bid or not to exceed \$10,000.00.

- J. Initial payment will not be issued until after the site visit has been made. Invoicing should be to the office of Accounts Payable, The University of Alabama in Huntsville. Reference Purchase Order number when submitting request for payment.
- K. All bidders must have experience in residence hall furnishings. Each must specify in his/her bid a list of colleges/universities where vendor has provided and installed mattresses, in quantities comparable to this bid, within the last 10 years. Provide names, titles, and telephone numbers of applicable college/university representatives. The University of Alabama in Huntsville reserves the right to require a financial statement from each bidder.
- L. Due to the design and decor selected for this facility by The University of Alabama in Huntsville, any alternate items bid must match the specified product in quality, design, finish, fabric, manufacture or they will not be considered.

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 The University of Alabama in Huntsville 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 non responsive. 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.

- M. All materials and construction of the mattress must provide flammability protection passing the Federal Flammability Standard 16-CFR-1633. Both inner and outer materials must comply. Do not ship otherwise.
- N. In the performance of the Work the vendor agrees to use materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices as per the specifications stated.
- O. During bid evaluation, The University of Alabama in Huntsville may require sample pieces. All samples submitted will be evaluated to determine the design, quality, finish, fabric, and manufacture. This evaluation may be one of the factors in awarding this bid. Manufacturing time will also be a critical factor in determining the award of this bid. Any samples will be returned at bidder's expense, if so requested by the bidder.
- P. The successful bidder will be responsible for all insurance and benefit regulations covering the employees engaged in this project. The successful bidder shall file, with Procurement Services of The University of Alabama in Huntsville, in duplicate, a certificate or certificates issued by a company licensed to transact business within the state of Alabama, stating that policies are maintained providing the insurance protection described below. The policy must be filed within 10 working days of verbal notification by The University of Alabama in Huntsville of intent to issue a purchase order. Each policy must contain a requirement that in the event of change or cancellation, written notice be sent by mail to Procurement Services of the University, referencing the bid number, within ten (10) days and each must contain a provision waiving any rights of subrogation against The University of Alabama in Huntsville, which might arise by reason of payment under the policies. The coverage must meet the following requirements:

| TYPES OF INSURANCE | BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY |
|---|---|
| Worker's Compensation | Statutory - Alabama |
| Employers Liability | \$2,000,000 (each employee, each accident and policy limit) |
| Commercial General Liability: Each Occurrence Personal and Advertising Injury Products/Completed Operations General Aggregate | \$3,000,000 \$2,000,000 \$2,000,000 \$3,000,000 |
| Automobile Liability | \$2,000,000 each accident - combined single limit |

OPTION: If you do not have the above coverage, The University of Alabama in Huntsville will consider the following basic policy coverage with an umbrella policy to raise the levels of coverage to the above requirements.

| TYPES OF INSURANCE | BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY | UMBRELLA POLICY |
|---|--|--|
| Worker's Compensation | Statutory - Alabama | |
| Employers Liability | \$1,000,000 (each employee, each accident and policy limit) | \$1,000,000 |
| Commercial General Liability: Each Occurrence Personal and Advertising Injury Products/Completed Operations General Aggregate | \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 | \$2,000,000 \$1,000,000 \$1,000,000 \$2,000,000 |
| Automobile Liability | \$1,000,000 each accident - combined single limit | \$1,000,000 |

- a. The University of Alabama in Huntsville listed as additional insured and if an endorsement is required for the additional insured, the endorsement must also include The University of Alabama in Huntsville.
- b. The additional insured shall be listed as: The University of Alabama in Huntsville, Procurement Services, 301 Sparkman Drive, Huntsville, AL 35899, and Attn: Judy Curtis.
- c. Policies may include a deductible but the vendor will be responsible for payment of that deductible on their own behalf and on behalf of The University of Alabama in Huntsville as an additional insured.
- d. The University of Alabama in Huntsville reserves the right to terminate this contract, if the vendor fails to keep these policies in force for the above amounts or for the duration of the contract period.
- e. The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

Q. Indemnification

The successful bidder shall indemnify, protect, defend and save harmless the owner, the state, its agents and employees from and against all claims, demands, judgments or causes of action, including costs and attorney's fees, by any party or parties for any loss, damage, injury, fines or penalties arising out of all those operations performed by the successful bidder under the contract, except any such loss, damage or injury which is proximately caused by the sole negligence of the owner. This indemnity agreement shall impose liability on the vendor to the fullest extent permitted by the laws of the state

governing performance thereof, and any provision hereof not permitted by such laws is expressly deleted from said agreement.

"Injury" and "damage" as these words are used in the foregoing paragraph shall be construed to include, but not be limited to, injury or damage consequent upon the failure of or use or misuse by the vendor, his subcontractors, agents or employees of any hoist, rigging, block, scaffolding or any and all kinds of equipment.

The purchase of insurance by the vendor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section - Indemnification.

- R. Delivery and installation will be made at the University of Alabama in Huntsville, Frank Franz Hall at 1301 Ben Graves Drive, Huntsville, AL 35899 in the lobby area.
- S. Successful bidder will have qualified representative available to the University during all stages of delivery and installation to assure proper installation. This person will be responsible for all aspects of receiving merchandise (to include inspecting, notations of any damages, shortages, etc., or any other problems which might occur) in order to assure proper installation. The mattresses shall be installed in accordance with Owner's instructions.
- T. 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.
- U. 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.
- V. Successful 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.
- W. Installation will be done on Tuesday through Thursday, 8:00 AM – 5:00 PM, with arrangements confirmed in writing with Owner's representative.
- X. After all mattresses have been installed, successful bidder 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 University of Alabama in Huntsville Owner's representative.

INFORMATION FOR BIDDING PROJECT/WORK IDENTIFICATION

The mattresses specified shall be fully and unconditionally guaranteed by the manufacturer against defects in workmanship, structure, and materials for a period of either (a) not less than five (5) years from the time of shipment or (b) the manufacturer's standard guarantee, whichever is greater. Copies of guarantees must be attached to the bid documents. The manufacturer shall further guarantee to repair or replace at his expense defects that arise through normal use during the term of the guarantee.

Storage prior to installation is the sole responsibility of the vendor. If delivery cannot be accepted on the anticipated delivery date, successful bidder agrees to store items for a period not to exceed thirty (30) days past anticipated delivery date, at no cost to The University of Alabama in Huntsville. If delivery is delayed more than 30 days the University will expect to pay a storage charge based on a percent of the total purchase price. Per month storage charge is to be quoted as part of the bid.

It is understood that all product, equipment and materials supplied by the successful bidder shall remain his property until such time as accepted or initial payment is issued by the University.

Upon receipt of the shipment(s) of product, should the University find that 5% of the items ordered are unacceptable due to failure to meet specifications and or poor workmanship; the total shipment may be rejected and returned to the factory at the vendor's expense. The vendor must then, at the University's option and written notice, replace all items within thirty (30) days or the contract will become null and void.

After the product has been delivered and installation completed, a site visit will be made. Participants will include representatives of the University and a Representative from the successful bidder. Initial payment will not be issued until after the site visit has been made.

AWARDING OF BID

- A. Line item quantities may increase or decrease on products to meet budget requirements.
- B. It is the intent of the Owner to award this bid based on the lowest qualified vendor meeting all specifications and with all references stating that the vendor met all of the highest standards and qualifications. The University of Alabama in Huntsville will be the sole judge of compliance specifications on any alternates bid.

However, The University of Alabama in Huntsville reserves the right to make the award of this bid not solely upon the low bid, but to take into consideration the style, quality, guarantees and other determining factors, including financial stability of bidder, deemed by the University officials to be in the best interest of the University.

- C. Delivery date will be a determining factor in selecting the successful bidder.
- D. Failure to list **BID NUMBER** and **OPENING DATE** on the outside of a sealed envelope containing your bid may result in disqualification of your bid.

QUOTE SHEET

| Item | Quantity | Description | Unit Cost | Total Cost |
|------|----------|---|-----------|------------|
| 1. | 250 each | Long Dorm Innerspring Mattress, 36 X 80, Nylon Fabric, Complies with 16 CFR 1633 Fire Specifications, Prototype ID # ISDP8; Fabric Color: Navy (NO INVERTED SEAMS) | \$ _____ | \$ _____ |

STORAGE FEE, OVER 30 DAYS, BASED ON A PERCENT OF TOTAL PURCHASE PRICE _____%

PLEASE INCLUDE FREIGHT WITH UNIT PRICING.

DELIVERY WILL PLAY A FACTOR IN THE AWARD OF THIS BID. PLEASE STATE THE EARLIEST DELIVERY DATE AFTER RECEIPT OF PURCHASE ORDER. _____

CAN YOU MEET THE INSTALLATION DATES OF MAY 9, 2017 THROUGH MAY 11, 2017?
YES _____ NO _____ PLEASE CHECK. **DO NOT LEAVE BLANK.**

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