



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

DATE
 11/19/2015

BID NUMBER
B002384

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:
 12/09/2015
 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
 ESTERLEY PATTERSON

EMAIL
 EMP0009@UAH.EDU

VENDOR NO.
 «vendornum»

V
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 O
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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 A STANDING CONTRACT FOR T-SHIRTS AS PER THE ATTACHED SPECIFICATIONS.		
			NO BIDS ARE ALLOWED BY FAX		
02			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".		

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

PAGE 1

NOTE: SEALED BIDS MUST BE RECEIVED BY DECEMBER 9, 2015 BEFORE THE OPENING OF THE BID AT 1:30 P.M.

BID SPECIFICATIONS (B002384)

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

1. The University of Alabama in Huntsville is requesting sealed bids to establish a twelve (12) month standing contract to Furnish and Deliver T-Shirts per attached the bid specifications or equal to be requested as needed for requirements as they arise during the contract period.
2. Pricing for this contract must be firm for a twelve (12) month period. Bids that do not guarantee pricing firm for this period may be eliminated. However, upon mutual agreement between the successful vendor and The University of Alabama in Huntsville, this contract may be renewed for four (4) additional twelve (12) month periods at the original bid price.
3. **SAMPLES OF THE ACTUAL T-SHIRTS REQUESTED IN THE BID, MUST BE SUBMITTED ALONG WITH THE BID AND AN ACTUAL TYPE(S) OF EMBROIDERY THAT YOU CAN PROVIDE. CATALOGUE(S) ARE ALSO REQUESTED WITH THE BID.**
4. The Catalog Number for each item you are quoting **MUST** be completed for your bid to receive consideration in the bid evaluation/award process. Failure to supply required information may eliminate your bid from consideration.
5. The University of Alabama in Huntsville will not accept overage or underage from the quantities specified on our purchase order.
6. Any bidder providing products to The University of Alabama in Huntsville, that includes a University Logo or Insignia, must obtain permission through Joel Lonergan, Associate VP Advancement or Susan Altman, Publication Designer. Charger Head Logo or Insignia must obtain permission through E. J. Brophy, Director of Athletics.
7. Artwork to be sent under separate cover to vendor **AFTER** the bid award. The returned Artwork will be submitted as a PDF File to UAH for proofing by UAH. Artwork is the property of and owned by The University of Alabama in Huntsville and the bidder shall not use it than otherwise provided in this contract.

Bidder is to use the artwork for purposes for creation of the product, ordered by The University and no other purposes.

- 8. For each project the following is required:
 - 8.1 Confirmation of cost estimate based on bid pricing is needed within 72 hours of request.
 - 8.2 Artwork proof within 72 hours of receipt of artwork.
 - 8.3 Printed product that does not match approved proof may become property of the ordering Department.

Can you return the PDF Artwork during this time period. Please acknowledge and sign below.

_____ YES _____NO

9. It is the intent of the University of Alabama in Huntsville, to award this contract to a single contractor that is deemed to be the most qualified, cost effective and a responsible bidder submitting the best overall bid. To be considered in the bid evaluation, bidders shall complete the price quotation sheet(s).

The University of Alabama in Huntsville reserves the right to negotiate pricing with the successful contractor, when quantities needed exceed those listed on the quotation sheets or shirt colors are needed that are not listed on the quotation sheets.

10. The University of Alabama in Huntsville will not accept overage or underage from the quantities specified on the purchase order.

11. Vendor must be able to match PMS 3005 – Blue, and PMS 293 when imprint of these colors are required.

12. Pricing:

Prices quoted for the “**Shirt Options**” on Pages 4 – 11 are for the **Shirts** only.

The cost of Imprinting the **Shirts** shall be quoted on the page marked “**Imprint Options**” on Pages 12-13. When an order is invoiced, **the cost of the shirt and the cost to imprint should be listed separated.**

13. The bidder must have the ability to accept The University of Alabama in Huntsville’s Visa Purchasing Card as well as the purchase orders.

14. Delivery is needed **within ten (10) working days after receipt of the purchase order and artwork.** You must answer the following questions:

Can you meet this ten (10) day delivery schedule _____YES _____NO

If you have checked NO, please state the earliest that you can deliver the T-SHIRTS:
Delivery Schedule Days: _____

SHIRT OPTIONS

Quote Cost of Shirt Only

ITEM NO. 1

Product No. _____

**Gildan 5000 Heavyweight Cotton, 5.3 oz., pre-shrunk 100%, double-needle
Stitch neckline, bottom hem and sleeves. Quarter turned, 7/8" seamless collar,
Shoulder-to-shoulder taping.**

Colors to Quote:

**Sapphire, Dark Heather Grey, Dark Blue, White, Charcoal Grey and Navy.
SHORT SLEEVE**

Minimum Quantity for Order: _____

	Unit Cost - Sapphire			Unit Cost - Dark Heather Grey			Unit Cost - Dark Blue		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL									
2XL - 4XL									
	Unit Cost - Charcoal Grey			Unit Cost - White			Unit Cost - Navy		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL									
2XL - 4XL									

ITEM NO. 2

Product No. _____

**Gildan 5000 Heavyweight Cotton, 5.3 oz., pre-shrunk 100%, double-needle
Stitch neckline, bottom hem and sleeves. Quarter turned, 7/8" seamless collar,
Shoulder-to-shoulder taping.**

Colors to Quote:

Sapphire, Dark Heather Grey, Dark Blue, White, Charcoal Grey and Navy.

LONG SLEEVE

Minimum Quantity for Order: _____

Unit Cost - Sapphire				Unit Cost - Dark Heather Grey			Unit Cost - Dark Blue		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL									
2XL - 4XL									
Unit Cost - Charcoal Grey				Unit Cost - White			Unit Cost - Navy		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL									
2XL - 4XL									

ITEM NO. 3

Product No. _____

**Comfort Colors, 6.1 oz., Heavyweight Cotton, 100% pre-shrunk,
Shoulder-to-shoulder taping, double-needle stitching on neck, sleeve
And bottom hem, ribbed collar with set in sleeves.**

Colors to Quote:

**Sapphire, Dark Heather Grey, Dark Blue, White, Charcoal Grey and Navy.
LONG SLEEVE**

Minimum Quantity for Order: _____

	Unit Cost - Sapphire				Unit Cost - Dark Heather Grey				Unit Cost - Dark Blue		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL											
2XL - 4XL											
	Unit Cost - Charcoal Grey				Unit Cost - White				Unit Cost - Navy		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL											
2XL - 4XL											

ITEM NO. 4

Product No. _____

**Comfort Colors, Heavyweight Ringspun Pigment-Dyed Cotton, 6.1 oz.,
Soft washed garment-dyed fabric, set-in-sleeves, ribbed collar with
Double-needle top stitched neckline and armhole, double-needle stitched
Sleeve and waist hems. Twill taped neck shoulder-to-shoulder.**

Colors to Quote:

Sapphire, Dark Heather Grey, Dark Blue, White, Charcoal Grey and Navy.

SHORT SLEEVE

Minimum Quantity for Order: _____

	Unit Cost - Sapphire				Unit Cost - Dark Heather Grey				Unit Cost - Dark Blue		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL											
2XL - 4XL											
	Unit Cost - Charcoal Grey				Unit Cost - White				Unit Cost - Navy		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL											
2XL - 4XL											

ITEM NO. 5

Product No. _____

Jerzees, Heavyweight Blend, 5.6 oz., 50% cotton, 50% polyester, double-needle coverstitched front neck, shoulder-to-shoulder tape, double-needle stitched hemmed sleeves and bottom.

Colors to Quote:

Sapphire, Dark Heather Grey, Dark Blue, White, Charcoal Grey and Navy.

SHORT SLEEVE

Minimum Quantity for Order: _____

Unit Cost - Sapphire				Unit Cost - Dark Heather Grey			Unit Cost - Dark Blue		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL									
2XL - 4XL									
Unit Cost - Charcoal Grey				Unit Cost - White			Unit Cost - Navy		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000	1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL									
2XL - 4XL									

ITEM NO. 6

Product No. _____

**Jerzees, Heavyweight Blend, 5.6 oz., 50% cotton, 50% polyester, shoulder-to-shoulder tape, double-needle coverstitched front neck, set-in sleeves, rib cuffs
With concealed seams, seamless body for a wide printing area.**

Colors to Quote:

Sapphire, Dark Heather Grey, Dark Blue, White, Charcoal Grey and Navy.

LONG SLEEVE

Minimum Quantity for Order: _____

	Unit Cost - Sapphire				Unit Cost - Dark Heather Grey				Unit Cost - Dark Blue		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL											
2XL - 4XL											
	Unit Cost - Charcoal Grey				Unit Cost - White				Unit Cost - Navy		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000		1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL											
2XL - 4XL											

ITEM NO. 7

Product No. _____

Hanes Beefy-T, 6.1 oz., 100% pre-shrunk ultra-soft premium cotton, durable double stitching trims sleeves & bottom hem, non-chafe fabric taping to reinforce neck & shoulders, Lay flat collar, full cut.

Colors to Quote:

Sapphire, Dark Heather Grey, Dark Blue, White, Charcoal Grey and Navy.

SHORT SLEEVE

Minimum Quantity for Order: _____

	Unit Cost - Sapphire		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL			
2XL - 4XL			

	Unit Cost - Dark Heather Grey		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000

	Unit Cost - Dark Blue		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000

	Unit Cost - Charcoal Grey		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL			
2XL - 4XL			

	Unit Cost - White		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000

	Unit Cost - Navy		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000

ITEM NO. 8

Product No. _____

Hanes Beefy-T, 6.1 oz., 100% pre-shrunk cotton, shoulder-to-shoulder Taping, full cut, two-needle trip at sleeves & bottom hem, tight knit.

Colors to Quote:

**Sapphire, Dark Heather Grey, Dark Blue, White, Charcoal Grey and Navy.
LONG SLEEVE**

Minimum Quantity for Order: _____

	Unit Cost - Sapphire		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL			
2XL - 4XL			

	Unit Cost - Dark Heather Grey		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000

	Unit Cost - Dark Blue		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000

	Unit Cost - Charcoal Grey		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000
Small - XL			
2XL - 4XL			

	Unit Cost - White		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000

	Unit Cost - Navy		
	1 - 1,000	1,001 - 5,000	5,001 - 10,000

IMPRINT OPTIONS – QUOTE ADDITIONAL PRICING FOR IMPRINTING

UNIT COST						
	Sapphire	Dark Heather Grey	Dark Blue	Charcoal Grey	White	Navy
		One (1) Color, Front Only, Full Chest				
1-1,000						
1,001-5,000						
5,001-10,000						
		One (1) Color, Front Only, Top Left Chest				
1-1,000						
1,001-5,000						
5,001-10,000						
		One (1) Color, Front & Back				
1-1,000						
1,001-5,000						
5,001-10,000						
		Two (2) Colors, Front Only, Full Chest				
1-1,000						
1,001-5,000						
5,001-10,000						
		Two (2) Colors, Front Only, Top Left Chest				
1-1,000						
1,001-5,000						
5,001-10,000						
		Two (2) Colors, Front & Back				
1-1,000						
1,001-5,000						
5,001-10,000						
		Three (3) Colors, Front Only, Full Chest				
1-1,000						
1,001-5,000						
5,001-10,000						

CONTINUED... IMPRINT OPTIONS – QUOTE PRICING

UNIT COST						
	Sapphire	Dark Heather Grey	Dark Blue	Charcoal Grey	White	Navy
		Three (3) Colors, Front Only, Top Left Chest				
1-1,000						
1,001-5,000						
5,001-10,000						
Three (3) Colors, Front & Back						
1-1,000						
1,001-5,000						
5,001-10,000						
Four (4) Colors, Front Only, Full Chest						
1-1,000						
1,001-5,000						
5,001-10,000						
Four (4) Colors, Front Only, Top Left Chest						
1-1,000						
1,001-5,000						
5,001-10,000						
Four (4) Colors, Front & Back						
1-1,000						
1,001-5,000						
5,001-10,000						

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 UAHuntsville 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, UAHuntsville 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 UAHuntsville 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 THE UNIVERSITY OF ALABAMA IN HUNTSVILLE DESTINATION	TERMS	WARRANTY
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL
BUSINESS CLASSIFICATION (see note below):	EMAIL ADDRESS:	

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

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

Certification Pursuant To Act No. 2006-557

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

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SIGNATURE

DATE

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

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

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

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

State of Alabama Immigration Law

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

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

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

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

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

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



CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

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

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

**DISCLOSURE STATEMENT OF
RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND
EMPLOYEES/OFFICIALS OF UA/UAB/UAHuntsville/UAS
(THE "UNIVERSITY OF ALABAMA SYSTEM")**

1. **Contract Bid No. (B002384)**

2. Name of Contractor/Grantee _____

Address _____

Phone _____

3. Nature of contract/grant

4. Does the contractor/grantee have any relationship with an employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract/grant? If so, please state the names, relationships, and nature of the benefit.

(For employees of the University, family members include spouse and dependants. For members of the Board of Trustees (officials), family members include spouse, dependants, adult children or their spouses, parents, in-laws, siblings, and their spouses.)

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.

This disclosure form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

Signature of Authorized Agent

Date

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