



February 22, 2017

TO:

RE: Request for Proposal – Executive Search Services for a Vice President for Finance and Administration  
The University of Alabama in Huntsville  
**Proposal No. P00109**

The University of Alabama in Huntsville is requesting proposals to secure a vendor to enter into a contract to provide executive search services.

All Requests for Proposals must be furnished to Terence Haley in Procurement Services (P00109), Business Services Building (John Wright Drive), The University of Alabama in Huntsville, Huntsville, Alabama 35899 by 5:00 p.m. on March 22, 2017. Proposals may be express mailed to Procurement Services/Proposal P00109, Business Services Building, The University of Alabama in Huntsville, 301 Sparkman Drive, Huntsville, AL 35899.

All proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, **proposal number**, name of the project, and date.

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, revisions will be posted in writing by Procurement Services on our website <http://www.uah.edu/business-services/vendors/bid-opportunities>. The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

In order to be considered for selection, vendors must submit a complete response to this request for proposal. One original and two copies of each proposal must be submitted to the University. The vendors shall make no other distribution of the proposals.

No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60) days. The University reserves the right to waive any informality and to reject any and all proposals.

All questions pertaining to this Request for Proposal should be addressed to Terence Haley via email: [haley@uah.edu](mailto:haley@uah.edu), (Subject: Executive Search Services Proposal P00109) or by phone: 256-824-6674.

Sincerely,

*Terence Haley*

Terence Haley, Director  
Procurement & Business Services

The University of Alabama in Huntsville  
Executive Search Request for Proposal  
Proposal P00109  
February 22, 2017

## INTRODUCTION

The University of Alabama in Huntsville is seeking proposals from qualified companies to provide executive search services for the position of Vice President for Finance and Administration. The firm must provide expert services in recruitment of university senior executives and have a successful track record in such recruitments.

**The University:** A public research university established in 1950, and declared an autonomous campus of The University of Alabama System in 1969, UAH occupies 432 acres in Cummings Research Park in 53+ campus buildings. Since 2008, the University has completed or is currently under way with more than \$210 million of new construction. Fiscal year 2016 revenues were approximately \$213 million with state appropriations accounting for approximately 21%, federal grants and contracts 34%, tuition and fees 27%, and 18% from a combination of auxiliaries, gifts, state and other grants and contracts, and other revenue sources. The University is implementing a strategic plan and campus master plan to plot a vision for the University for the next five to ten years. For more information on the strategic plan, visit <http://www.uah.edu/president/strategic-plan>; the master plan can be found at [http://www.uah.edu/images/administrative/facilities/architect/5-17-16\\_uah\\_exe\\_summary.pdf](http://www.uah.edu/images/administrative/facilities/architect/5-17-16_uah_exe_summary.pdf).

UAH offers 85 degree-granting programs, and over 100 areas of study that meet the highest standards of excellence, including 41 bachelor's degree programs, 29 masters' degree programs, and 15 doctoral programs through its seven degree-granting colleges – Arts, Humanities and Social Sciences; Business Administration; Education; Engineering; Nursing; Professional and Continuing Studies; and Science as well as the School of Graduate Studies. An Honors College serves undergraduate students enrolled in any major throughout the degree-granting colleges.

Total enrollment is approximately 8,500, including more than 1,950 graduate students. Undergraduates include 42 percent women, 58 percent men. The 2016 freshman class scored an average of 27.6 on the ACT, highest among Alabama's public universities.

For 2015, UAH ranked in the top 20 in five federal research and development expenditure fields as reported by NSF and 14<sup>th</sup> and 25<sup>th</sup> in NASA-funded and DoD-funded expenditures, respectively. UAH is a Tier 1 national university according to U.S. News & World Report. Barron's Profiles in American Colleges lists UAH as very

competitive, one of two public universities in Alabama to earn this designation. The Brookings Institution named UAH as the best university in the state based on the economic outcomes of its graduates, and among the top two percent in the nation. PayScale ranks UAH as having the #1 return on investment in Alabama and 121<sup>st</sup> in the U.S. for in-state students.

UAH is accredited by the Southern Association of Colleges and Schools Commission on Colleges. The most recent decennial review was completed in 2016 with SACSCOC reaffirming accreditation with no additional report requested. Numerous departments or programs also hold accreditation or certification from professional associations, including the American Chemical Society, the Accreditation Board for Engineering and Technology, the Computing Sciences Accreditation Board, the Commission on Collegiate Nursing Education, the National Council for Accreditation of Teacher Education, the National Association of Schools of Art and Design, the National Association of Schools of Music, and the Association to Advance Collegiate Schools of Business. Additional information about UAH can be found at [www.uah.edu](http://www.uah.edu).

**The Greater Huntsville Community:** Located in the Tennessee Valley of Northern Alabama, Huntsville is the home of NASA's Marshall Space Flight Center, where the first rockets to take Americans to the moon were designed and built. Huntsville has an international reputation as a high-tech center with ties to NASA, the Army's Redstone Arsenal, and major government and private research organizations. UAH is the anchor tenant of Cummings Research Park, the second largest university-related research park in the United States, and home to approximately 300 companies. Many of the nation's top aerospace and defense and engineering-related companies have locations in Huntsville, such as Lockheed Martin, Northrop Grumman, General Dynamics, Teledyne Brown Engineering, SAIC Corp., Computer Sciences Corp., Raytheon, Boeing, and Siemens. The Huntsville community is recognized nationally for its strong economy and high levels of educational attainment. Huntsville was named among the nation's "New Silicon Cities" (*Wall Street Journal*), is the #7 most-educated city in the South (*ValuePenguin*), and is among the Best College Towns in the South (*Southern Living*). MintLife lists Huntsville as one of the top 17 most affordable U.S. cities. Huntsville is also #1 on the list of Best Affordable Places to Live (Livability.com) and is #3 on the list of Best Mid-Size Cities to Make a Living in the U.S. (*MoneyGeek*). In addition to its diversified high-tech economy, Huntsville is rich in cultural and recreational activities, with a thriving music and arts scene. The population of the metropolitan area is over 400,000 and growing. For more information on the Greater Huntsville Community, visit <http://www.huntsvillealabamausa.com>.

### **Position Summary**

Reporting directly to the President, the Vice President for Finance and Administration serves as the chief financial officer of the University and is accountable for the fiscal affairs and certain administrative support functions of the University including financial planning; budget development and control; business services including purchasing, accounts payable, accounting and financial reporting, and Office of the Bursar; human resources; facilities and operations including building construction and maintenance, custodial services, grounds management, energy management and plant systems, campus planning and the Office of the Campus Architect; campus safety including Campus Police; and emergency management and all-hazards response to emergency or disaster conditions and certain aspects of risk management.

## **SCOPE OF WORK/SERVICES**

### **Search Strategy**

The Vendor will work collaboratively with the University to develop the job search criteria. The Vendor will develop a recruitment strategy, including timeline. The Vendor will manage and implement the recruitment strategy.

### **Prospect Search**

The Vendor will use its resources to identify relevant higher education and industry sources where prospective candidates are likely to be found. In addition, the Vendor will provide as much detail as possible about the candidate pool for the Vice President for Finance and Administration at UAH.

### **Prospect Identification**

The Vendor will seek out qualified candidates based on the specifications developed by the University. After conducting an initial screening to determine the candidates' compatibility for the position, management ability, technical competency, and fit with the University's values and culture, the Vendor will make each candidate fully aware of the requirements of the position, the University's mission, values, and culture, and any other relevant information.

### **Prospect Interviews**

The Vendor will brief the University on each candidate's background and present a copy of each candidate's executive summary and résumé. The University, with input from the Vendor, will select the prospects for interview. The Vendor will work with the University to schedule phone and on-campus interviews for the selected prospects. Once interviews are completed, the University will select the finalist(s).

### **Reference Checks**

The Vendor will conduct a thorough background and reference check on the finalist(s). The background check must include a criminal records check, a sex and violent offender registry check, a degree/education verification, a credit check, an employment history verification, and personal and professional reference checks. Additional references may be requested by the University at its discretion. The Vendor will brief the University on the results of the finalist(s) reference checks.

### **Prospect Selection**

The University, in consultation with the Vendor, will select the candidate deemed most qualified to fill the position of Vice President for Finance and Administration. The Vendor will assist the University in negotiations and final settlement with the selected candidate.

### **Applicant Notification**

The Vendor will notify all candidates who were not selected as soon as practicable after the final selection is made.

## **Summary of Job Duties of the Vice President for Finance and Administration**

### **Purpose of Position**

Reporting directly to the President, the Vice President for Finance and Administration serves as the chief financial officer of the University and is accountable for the fiscal affairs and certain administrative support functions of the University including financial planning; budget development and control; business services including purchasing, accounts payable, accounting and financial reporting, and Office of the Bursar; human resources; facilities and operations including building construction and maintenance, custodial services, grounds management, energy management and plant systems, campus planning and the Office of the Campus Architect; campus safety including Campus Police; and emergency management and all-hazards response to emergency or disaster conditions and certain aspects of risk management.

### **Principal Activities**

- Provides leadership and vision for all fiscal affairs and certain administrative support departments;
- Coordinates the planning and development of the University's operating budget;
- Coordinates accounting and financial reporting;
- Coordinates business services, including purchasing services, procurement card services, material control and inventory, mail services, and the Copy Center;
- Provides leadership for contemporary human resource management;
- Provides leadership for the management of physical facilities and operations;

- Oversees development of the Campus Master Plan and the Office of the Campus Architect;
- Coordinates the University's emergency response and disaster management and certain aspects of risk management;
- Represents the university on various committees of The Board of Trustees;
- Serves as ex-officio member of the UAH Foundation Board of Trustees and the Staff Senate, and represents the University on other boards as needed; and,
- Other duties as assigned by the President.

The full, detailed job description is attached to this RFP and is also available in Human Resources. A position summary is also attached.

#### Qualifications

- Minimum requirements include a master's degree (MA or MS) or equivalent
- Five years of related experience and or training or an equivalent combination of education and experience

## **1.0 VENDOR REQUIREMENTS**

- 1.1 The Vendor will provide a list of all placements for the past five years for Vice President for Finance and Administration, Chief Financial Officer, and other related positions. The list should include the name of the institution, position title, and date of placement.
- 1.2 The Vendor shall respond promptly to all University requests for information, consultation, or follow-up.
- 1.3 The Vendor will submit invoices in a timely manner. Payment for work performed under this contract will not exceed the agreed contract amount. The Vendor will provide supporting documentation when requested by the University.
- 1.4 The Vendor must furnish certification of authority to conduct business in the State of Alabama as a condition of contract award.
- 1.5 The Vendor will work collaboratively with Human Resources to ensure the University's compliance with applicable federal and state employment laws.
- 1.6 The Vendor will provide to Human Resources a list of the candidates considered for the position no later than 30 days after the position has been filled. The list should include the candidates' name, gender, and race, if available.

## **2.0 PROCUREMENT PROCESS**

- 2.1 Request for Proposals (RFP) is issued to prospective Vendors.

- 2.2 Proposals including **one original and two copies** will be received from each vendor in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. The Vendor shall make no other distribution of the proposals. Each copy of the proposal should be bound in a single volume. All documentation submitted with the proposal should be bound in that single document.
- 2.3 Sealed proposals will be received subject to the conditions cited herein until 5:00 p.m. on March 22, 2017. All proposals must be furnished to Terence Haley, Procurement Services Office, in the Business Services Building, The University of Alabama in Huntsville, 301 Sparkman Drive, Huntsville, Alabama 35899.

All proposals must be submitted in a sealed envelope bearing on the outside the name and address of the Vendor, **proposal number**, name of the project, and date. No proposals may be withdrawn after the scheduled closing time for receipt of proposals for a period of sixty (60) days.

Ownership of all data, material and documentation originated, and prepared for, the University pursuant to the Request for Proposal shall belong exclusively to the University.

- 2.4 Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the Vendor and its staff, and cost. Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the University.

**A. EXPERIENCE**

The Vendor's proposal must detail respondent's familiarity and proven experience with this type of contract and demonstrated ability to serve the University's needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service meeting industry and government guidelines.

**B. COST**

All charges associated with services to be rendered shall be included in the proposal and shall be valid for 60 days following the bid opening. The University will not be obligated to pay any costs not identified in the proposal.

Vendors must be aware that this is a request for offers, not a request to contract, and The University of Alabama in Huntsville reserves the right to reject any and all proposals when such rejection is deemed to be in its best interest.

- 2.5 The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this proposal. The RFP is designed to provide interested vendors with sufficient basic information to submit proposals meeting minimum requirements. Vendors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any proposal.
- 2.6 Procurement Services of The University of Alabama in Huntsville is the issuing office for this document and all subsequent addenda relating to it. The proposal number assigned on the cover sheet of this package must be referred to on all proposals, correspondence, and documentation relating to the RFP. Any questions concerning this Request for Proposal should be directed to Terence Haley, Procurement Services Office, via email: [haley@uah.edu](mailto:haley@uah.edu) or phone: (256) 824-6674.
- 2.7 The University of Alabama in Huntsville may award a contract based on initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service available.
- 2.8 The Procurement Services Office of the University is the only agency authorized to award a contract for the proposed purchases. All pertinent State of Alabama purchasing codes and University policies and procedures apply.
- 2.9 The University, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the contract satisfy the requirements as identified in the contract order.
- 2.10 The University of Alabama is exempt from sales and excise taxes. Exemption certification information appears on all Purchase Orders issued by the University. Such taxes shall not be included in quoted prices. However, if the vendor believes any taxes apply, they shall be shown separately. If not so shown, they shall be considered an expense of the vendor.
- 2.11 The Vendor agrees to indemnify and hold harmless The University of Alabama in Huntsville, its officers, agents, servants, employees, successors, and/or assigns from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death), damage to property, and/or other injury or damage arising out of or as a consequence of its acts or omissions in performing under this Agreement, its presence on the University's premises, or the existence of this Agreement or any matter related hereto. This indemnification agreement shall include costs, including reasonable attorney's fees and court costs, incurred by the

University in connection with the defense against any such claim of liability.

- 2.12 All proposals become a matter of public record at proposal award. The University accepts no responsibility for maintaining confidentiality of any information submitted with a proposal whether labeled confidential or not.
- 2.13 The successful vendor will be required to file with Procurement Services a disclosure statement of relationship between vendors/grantees and employees/officials of the University. This form must be completed prior to issuance of a Contract by The University of Alabama in Huntsville.

## **PROPOSAL REQUIREMENTS**

Each Vendor is expected to submit a fully detailed proposal that adequately describes the advantages and benefits which the University would realize by acceptance of its proposal. The response to this RFP should include:

- Letter of Transmittal
- Executive Summary
- Corporate Background and Experience
- Project Organization and Management, Including Proposed Timeline
- Technical Approach
- Candidate Pool Summary
- Cost Proposal and Execution of Proposal
- Financial Reports
- Vendor's Standard Form of Agreement, if applicable
- Additional information and attachments as required

### **3.0 COST PROPOSAL (as attachment)**

### **4.0 EXECUTION OF PROPOSAL**

By submitting this proposal, the potential vendor certifies the following:

1. This proposal is signed by an authorized representative of the firm.
2. The costs associated with performing the service described herein have been determined and included in the proposed cost.
3. All labor costs, direct and indirect, have been determined and included in the proposed cost.
4. The potential vendor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.

Therefore, in compliance with this RFP and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the services.

VENDOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Typed or Printed)

\_\_\_\_\_

(Date)

## 5.0 GENERAL INFORMATION

- 5.1 **Time for Acceptance:** Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60 day period is requested to allow for unforeseen delays.
- 5.2 **Vendor's Representative:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- 5.3 **Subcontracting:** Vendor may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

## 6.0 CONTRACT TERMS AND CONDITIONS

### (Contractual and Consultant Services)

- 6.1 **Governing Law:** This contract is made under and shall be governed and construed in accordance with the laws of the State of Alabama.
- 6.2 **Situs:** The place of this contract, its situs and forum, shall be Alabama, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
- 6.3 **Standard of Performance:** The Vendor shall give its best effort to the performance of its undertaking under this contract, shall perform all services to be provided hereunder consistent with the highest standards of care, skill, and diligence, and shall employ sound, business-like, effective, and exemplary practices.
- 6.4 **Interest of Vendor:** The Vendor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the performance of this proposal no such person having such interest shall be employed or engaged.
- 6.5 **Key Personnel:** The Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Vendor's proposal.

6.6 **Force Majeure:** The Vendor shall notify the University promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. Neither party shall not be liable for delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of God, governmental action, etc., but it will be liable for all other delays, including specifically that caused by its own fault or negligence.

In case of default by the Vendor, The University of Alabama in Huntsville may procure the services from other sources and hold the Vendor responsible for any excess cost incurred thereby. The University reserves the right to require performance bond or other acceptable alternative guarantees from successful vendor without expense to the University. Upon the entering of a judgment of bankruptcy or insolvency by or against the Vendor, the University may terminate this contract for cause.

6.7 **Termination:** If either party shall be in material breach of a provision of this Agreement and such breach shall not be cured within sixty (60) days after receipt of written notice thereof, then, in addition to all other remedies available to it, the non-breaching party may elect to terminate this Agreement. Notwithstanding the foregoing, neither party shall be considered to have breached a provision hereof if performance is prevented or delayed by act of God or other circumstance beyond a party's reasonable control.

6.8 **Additional Termination Rights:** Vendor may terminate this proposal at any time by notice to the University without further liability, if any of Vendor's permits or other approvals required from any governmental authority or any licenses required from any third party to operate its business is canceled, expires, or is withdrawn or terminated without fault on the part of the Vendor, or if the University fails to have authority to enter in this contract. Upon such termination, the University shall be paid any amounts owed by Vendor as of the date of termination; however, Vendor will be relieved of all other obligations under this proposal.

6.9 **Conduct on Premises:**

- a) The Vendor agrees that all persons working for and on behalf of it whose duties bring them upon the University's premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University's officers.
- c) The Vendor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damages to property located on University premises caused by its employees and agents. Accordingly, the Vendor

agrees to take all necessary measures to prevent such injury and damage. The Vendor shall promptly repair, to the specifications of the University's Physical Plant Director, any damage that it, or its employees or agent may cause to the University's premises or equipment. In the event the Vendor fails to do so, the University may repair such damage and the Vendor shall reimburse the University promptly for the cost of repair.

- b) The Vendor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Vendor will immediately notify Laurel Long, Associate Vice President, Human Resources, and thereafter furnish a full written report of such accident.

6.10 **Availability of Funds:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to The University of Alabama in Huntsville for the purpose set forth in this agreement.

6.11 **Assignment:** No assignment of the Vendor's obligations or the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing procurement authority, the University may:

- a) Forward the contractor's payment check(s) directly to any person or entity designated by the Vendor, or
- b) Include any person or entity designated by the Vendor as a joint payee on the Vendor's payment check(s).

In no event shall such approval and action obligate the University to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all contract obligations.

6.12 **Compliance with Law:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

6.13 **Nondiscrimination:** Operator agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to this Agreement, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex (including marital or parental status), pregnancy, sexual orientation, gender identity, age, disability, citizenship, genetic information or status as a disabled veteran, a recently separated veteran, an active duty wartime or campaign badge veteran, and an Armed Forces services medal veteran. The equal opportunity

clauses required under Executive Order 11246 and regulations issued thereunder are made a part of this Agreement by reference.

- 6.14 **Insurance:** The Vendor is only responsible for general property risks of accidental loss to the building, and/or other equipment or furnishings owned by the University and provided to the Vendor under this contract, except when caused by Vendor negligence.

The Vendor shall maintain in force at all times during the terms of this proposal, with responsible insurance carriers, the following:

- a) Workers' Compensation Insurance, required by the laws of Alabama, in the amount of the statutory limits, covering all of the Vendor's employees engaged in any work hereunder and, in case any work is sublet, the vendor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Vendor's insurance.
- b) Automobile liability insurance in the amount of \$300,000 per person and \$500,000 per occurrence, if the use of an automobile by the Vendor is involved in or related to its performance under the contract.
- c) General liability insurance, in appropriate amounts as mutually agreed by Vendor and University.

The Vendor shall provide annually a Certificate of Insurance to the University with respect to one (1) or more of the foregoing coverages. The University shall be made an additional insured on any of such policies of insurance.

- 6.15 **University Name – Limitations on Use:** The vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of Laurel Long, Associate Vice President, Human Resources. However, the Vendor shall be allowed to include the University on its routine client list for matters of reference.

- 6.16 **Entire Agreement:** This proposal and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise

herein, or unless superseded by applicable Federal or State statutes of limitation.

- 6.17 **Amendments:** This proposal may be amended only by written amendments duly executed by The University of Alabama in Huntsville and the Vendor.

**Note:** In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

**Please indicate your company classification by circling the appropriate initial:** 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**).

F.O.B. Point	TERMS	WARRANTY
UAHUNTSVILLE DESTINATION		
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL

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

**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

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
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. 9/09

## 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](http://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](http://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  
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