



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

DATE
 09/13/2013

BID NUMBER
B002242

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:
 09/27/2013
 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
 JOY BENEFIELD

PHONE
 256-824-6492

VENDOR NO.
 «vendornum»

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ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

THE ABOVE BID NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE

OR EQUAL, REFER TO GENERAL CONDITIONS ON ATTACHED SHEET

NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
01			<p>THE UNIVERSITY OF ALABAMA IN HUNTSVILLE REQUESTS BIDS FOR AUDIO/VISUAL AND LIGHTING EQUIPMENT AND SUPPLIES PER THE ATTACHED SPECIFICATIONS.</p> <p>NO BID WILL BE ACCEPTED BY FAX</p> <p>AWARD: NO AWARD INFORMATION WILL BE MADE AVAILABLE BY TELEPHONE, FAX, MAIL, OR EMAIL. ONCE THE BID IS AWARDED, THE AWARD INFORMATION AND TABULATION WILL BE POSTED TO OUR WEBSITE: WWW.UAH.EDU/BUSINESS-SERVICES CLICK ON "VENDORS", THEN "BID AWARDS".</p>		

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR. I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

TOTAL →

SIGNATURE _____
 COMPANY REPRESENTATIVE

DATE _____
 An Affirmative Action/Equal Opportunity Institution

BID SPECIFICATIONS

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE REQUESTS BIDS FROM PROSPECTIVE BIDDERS FOR **AUDIO/VISUAL AND LIGHTING EQUIPMENT AND SUPPLIES** COVERING THE PERIOD OCTOBER 1, 2013-SEPTEMBER 30, 2014, WITH THE OPTION TO RENEW FOR FIVE (5) ADDITIONAL ONE-YEAR PERIODS (OCTOBER-SEPTEMBER).

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

VENDORS CAN BID BY CATEGORY AND WILL NOT BE DISQUALIFIED FOR ONLY BIDDING ON ONE CATEGORY. THEREFORE, IT IS POSSIBLE THAT ONE VENDOR WILL RECEIVE THE AWARD FOR BOTH CATEGORIES OR SEPARATE VENDORS WILL RECEIVE THE AWARDS INDIVIDUALLY FOR EACH CATEGORY. ALSO NOTE THAT PARTS OR COMPONENTS LISTED IN THIS DOCUMENT REQUIRING QUOTES SHOULD BE BID AS THE SPECIFIC COMPONENT OR AS AN EQUAL. PLEASE REFER TO CATAGORIES A AND B RESPECTIVELY FOR ITEMS TO BE BID ON.

THE GENERAL TYPES OF SUPPLIES WHICH THE BIDDER SHALL MAKE AVAILABLE AND PROVIDE SHALL BE IN EACH OF THE FOLLOWING GROUPS:

- A. PURCHASE OF LIGHTING EQUIPMENT AND SUPPLIES
- B. PURCHASE OF AUDIO/VISUAL EQUIPMENT AND SUPPLIES

THIS BID MAY BE AWARDED BY GROUP, TOTAL LOW, OR LINE ITEM LOW, WHICHEVER APPEARS TO BE IN THE BEST INTEREST OF THE UNIVERSITY.

****NOTE: BIDDERS MUST PRICE ALL ITEMS. IF YOUR COMPANY DOES NOT STOCK AN ITEM PLEASE QUOTE AN EQUAL TO, OTHERWISE WE CAN NOT USE YOUR BID FOR A TOTAL GROUP LOW OR TOTAL LOW.**

THE QUANTITY PURCHASED FOR ANY PARTICULAR ITEM MAY FLUCTUATE FROM ZERO UNITS TO AN EXCESS OF UNITS. THE UNIVERSITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY WILL BE PURCHASED DURING THE CONTRACT PERIOD. ESTIMATED QUANTITIES ARE ONLY INDICATED FOR BIDDERS TO QUOTE A BETTER PRICE FOR ESTIMATED USAGE. ALL ORDERS WILL BE PLACED ON AN AS-NEEDED BASIS. ALL NUMBERS PRESENTED HEREIN ARE NON-BINDING AND SHALL NOT CREATE AN EXPECTATION OF ACTUAL BUSINESS THAT A POTENTIAL BIDDER WOULD REALIZE.

BID OPENING: BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. AFTER THE PUBLIC OPENING OF THIS BID, THE RESULTS WILL NOT BE AVAILABLE TO BIDDERS NOT ATTENDING THE OPENING UNTIL AFTER AN AWARD IS MADE. THE RESULTS (BID TABULATION) WILL **BE POSTED TO PROCUREMENT SERVICES WEBSITE AND CAN BE REVIEWED BY ACCESSING OUR WEBSITE AT <http://www.uah.edu/business-services/vendors/bid-awards>.**

DELIVERY OF ANY ITEM IN STOCK SHALL NOT EXCEED ONE (1) WORKING DAY FROM RECEIPT OF ORDER. ALL ITEMS BID SHALL BE DEEMED AS STOCKABLE ITEMS IN THE VENDORS WAREHOUSE OR STORAGE AREAS. DELIVERY OF ANY NONSTOCK ITEMS SHALL NOT EXCEED SEVEN (7) WORKING DAYS. THE BIDDER SHALL MAKE AVAILABLE 24-

HOUR DELIVERY UPON REQUEST. A CHARGE FOR 24-HOUR DELIVERY SHOULD ONLY BE FOR THE COST THE VENDOR HAS PAID FOR FREIGHT OR SHIPPING CHARGES. IN SOME CASES, THE UNIVERSITY MAY DESIRE TO PICK-UP THE MERCHANDISE RATHER THAN HAVE IT DELIVERED.

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

THE BIDDER MUST SUBMIT AN ITEMIZED AND ACCURATE INVOICE WITH TOTALS FOR EACH ORDER AND THE BID NUMBER MUST BE ON EACH INVOICE. NO PACKING SLIPS WILL BE ACCEPTED. NO PARTIAL ORDERS WILL BE ACCEPTED WITHOUT STOCKROOM APPROVAL /REQUEST. DELIVER FULL ORDER OR HOLD UNTIL ITEMS ARE RECEIVED IN WAREHOUSE.

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

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

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

THE BIDDER MUST NOTIFY THE UNIVERSITY OF THE AVAILABILITY OR SEND-DATE OF ANY ORDER WHICH IS BEING HELD DUE TO PARTIAL OR BACKORDERED ITEMS. IN THE EVENT THE CONTRACTOR FAILS TO MEET THE AGREED ON DELIVERY DATE, THE UNIVERSITY RESERVES THE RIGHT TO OBTAIN THE ITEM FROM AN ALTERNATE SOURCE.

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

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

PERCENT DISCOUNT: THE BIDDERS ARE TO QUOTE A "PERCENT DISCOUNT PRICE" IN THE SPACE PROVIDED ON THE QUOTE SHEET. THIS PRICE WILL BE USED TO DETERMINE THE COST OF ANY ITEM(S) **NOT** LISTED ON THE QUOTE SHEET, SUCH AS OTHER ITEMS CARRIED BY THE VENDOR THAT MIGHT BE REQUIRED THROUGHOUT THE TERM OF THIS

CONTRACT. IF THE DISCOUNT VARIES BY CATEGORY THE VENDOR SHOULD IDENTIFY EACH CATEGORY WITH ITS RESPECTIVE PERCENT DISCOUNT. **NOTE:** UAHUNTSVILLE RESERVES THE RIGHT TO PRICE ITEMS NOT LISTED.

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

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

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

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

DELIVERY MAY BE A FACTOR IN BID AWARD. ITEMS WILL NEED TO BE DELIVERED IN 24 HOURS OR LESS AFTER ORDER PLACED.

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

NORMAL DELIVERY (in-stock items):_____

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

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

ALL QUESTIONS CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO JOY BENEFIELD IN PROCUREMENT SERVICES VIA EMAIL JOY.BENEFIELD@UAH.EDU.

Category A

Lighting Equipment and Supplies

Item	Product	Description	Price Per Unit
1	ETC SOURCE FOUR PAR	BLACK ETC SOURCE FOUR PAR WITH 575 LAMP, EDISON POWER CABLE AND CLAMP	
2	ETC SOURCE FOUR PARNEL	BLACK ETC SOURCE FOUR PARNELL WITH 575 LAMP, EDISON POWER CABLE AND CLAMP	
3	ETC SOURCE FOUR 750 ELLIPSOIDAL	BLACK ETC SOURCE FOUR ELLIPSOIDAL WITH 25 DEGREE LENS, EDISON POWER CABLE AND CLAMP	
4	ETC SOURCE FOUR JUNIOR ZOOM	BLACK 25° - 50° ZOOM WITH 575 LAMP, EDISON POWER CABLE AND CLAMP	
5	ELATION OPTI TRI PAR	ELATION OPTI TRI PAR - 18X3W RGB LED DMX FIXTURE, NO POWER CABLE AND NO CLAMP	
6	ELATION OPTI QUAD PAR	ELATION OPTI QUAD PAR - 18X5W RGBW LED DMX FIXTURE, NO CLAMP OR POWER CABLE	
7	ELATION OPTI QA PAR	ELATION OPTI QUAD PAR - 18X5W RGBA LED DMX FIXTURE, NO CLAMP OR POWER CABLE	
8	AMERICAN DJ MEGA TRI BAR	AMERICAN DJ MEGA TRI BAR - 18X3W RGBW DMX LED BATTEN, NO CLAMP OR POWER CABLE	
9	AMERICA DJ MEGA BAR LED	AMERICAN DJ MEGA BAR LED - DMX LED BATTEN; NO CLAMP OR POWER CABLE	
10	ELATION PLATINUM BEAM 5R PRO	MOVING HEAD BEAM FIXTURE WITH WIRELESS DMX AND EDISON POWER CABLE	
11	ELATION PLATINUM BEAM 15R PRO	MOVING HEAD BEAM FIXTURE WITH WIRELESS DMX AND EDISON POWER CABLE	
12	SOURCE FOUR PAR GEL FRAME	BLACK GEL FRAME FOR A SOURCE FOUR PAR/PARNEL	
13	SOURCE FOUR 750 ELLIPSOIDAL GEL FRAME	BLACK GEL FRAME FOR A SOURCE FOUR 750 ELLIPSOIDAL	
14	3 PIN MALE TO 5 PIN FEMALE DMX CONVERTER	DMX 3 TO 5 PIN CONVERTER, BARREL TYPE	
15	5 PIN MALE TO 3 PIN FEMALE DMX CONVERTER	DMX 5 TO 3 CONVERTER, BARREL TYPE	
16	HPL 575W LAMP	575W 115V HPL LAMP	
17	HPL 750W LAMP	750W 115V HPL LAMP	
18	300W PAR 56 LAMP	300 WATT PAR 56 LAMP-WIDE	
19	500W PAR 56 LAMP	500 WATT 120V PAR 56 LAMP/WIDE	
20	1000W PAR 64 LAMP	1000WATT 120V PAR 64 LAMP/WIDE	
21	1000W PAR 64 ACL LAMP	1000W 29V PAR 64 LAMP	
22	GEL-ASSORTED COLORS	NEED PRICE PER 20" X 24" SHEET, ROSCO AND/OR LEE	

Total _____

PERCENT DISCOUNT OFF FOR ITEMS NOT LISTED: _____%

Delivery Fee: _____

Category B

Audio/Visual Equipment and Supplies

Item	Product	Description	Price Per Unit
1	30'X25' BLACK DRAPE	30 FOOT WIDE BY 25 FOOT HIGH,COMMANDO CLOTH	
2	30'X30' BLACK DRAPE	30 FOOT WIDE BY 30 FOOT HIGH, COMMANDO CLOTH	
3	30'X30' GREY DRAPE	30 FOOT WIDE BY 30 FOOT HIGH, COMMANDO CLOTH	
4	12' BLACK POLY PREMIERE	12 FOOT TALL, 60" WIDE, BLACK POLY PREMIERE DRAPE WITH PIPE POCKET ON EACH END	
5	12' WHITE POLY PREMIERE	12 FOOT TALL, 60" WIDE, WHITE POLY PREMIERE DRAPE WITH PIPE POCKET ON EACH END	
6	PIPE AND DRAPE HORIZONTAL	SILVER, HORIZONTAL PIPE AND DRAPE TELESCOPING POLE 7'-12' LONG WITH END HOODS; INNOVATIVE SYSTEMS MODEL # TDS712 OR EQUIVALENT	
7	PIPE AND DRAPE VERTICAL	SILVER, 2 PIECE, 2" TUBE, VERTICAL PIPE AND DRAPE TELESCOPING POLE 7'-12'; INNOVATIVE SYSTEMS PART # TS712 OR EQUIVALENT	
8	PIPE AND DRAPE BASE	SILVER, 18"x18", 3/16" THICK, 35 LBS PIPE AND DRAPE BASE FOR VERTICAL POLES WITH 2" BASE PIN; INNOVATIVE SYSTEMS PART # B181838 OR EQUIVALENT	
9	BARCO RLM-W12	11,500 LUMEN WUXGA DLP PROJECTOR	
10	BARCO RLM-W8	8,000 LUMEN WUXGA DLP PROJECTOR	
11	Barco CLM-HD6	6,000 LUMEN 1080p HD DLP PROJECTOR	
12	50' VGA CABLE	50' VGA CABLE, MALE ENDS	
13	100' VGA CABLE	100' VGA CABLE, MALE ENDS	
14	9'X12' PROJECTION SCREEN	DALITE FAST FOLD DELUXE, 9'X12', 4:3 PROJECTION SCREEN WITH FRONT DAMAT AND REAR DATEX MATS	
15	12'X16' PROJECTION SCREEN	DALITE FAST FOLD DELUXE, 16:9 8'14' PROJECTION SCREEN FRONT DAMAT AND REAR DATEX MATS	
16	BLACK GAFFERS TAPE	POLYKEN BY BERRY 2" BLACK GAFFERS TAPE	
17	WHITE GAFFERS TAPE	POLYKEN BY BERRY 2" WHITE GAFFERS TAPE	
18	HAZE FLUID	WATER BASED HAZE FLUID	
19	25' XLR CABLE	WHIRLWIND MK425	
20	50' XLR CABLE	WHIRLWIND MK450	
21	6' XLR CABLE	WHIRLWIND MK406	

Total _____

PERCENT DISCOUNT OFF FOR ITEMS NOT LISTED: _____ %

Delivery Fee: _____

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 UAHUNTSVILLE 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 # B002242

2. Name of Contractor/Grantee _____
Address _____

Phone _____

3. Nature of contract/grant
Audio Visual and Lightening Equipment and Supplies

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.