



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

DATE
 03/07/2018

BID NUMBER
B002522

RESPONSE DUE BY:
 03/21/2018
 1:30 PM

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.

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

REQUEST FOR FORMAL BID

Judy Curtis

curtisj@uah.edu

VENDOR NO.

V
E
N
D
O
R

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

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

OR EQUAL, REFER TO GENERAL CONDITIONS ON ATTACHED SHEET

NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>THE UNIVERSITY OF ALABAMA IN HUNTSVILLE REQUESTS BIDS FOR HVAC SUPPLIES, EQUIPMENT AND HVAC UNITS AS PER THE ATTACHED SPECIFICATIONS.</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>		

TOTAL →

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.

SIGNATURE _____

COMPANY REPRESENTATIVE

DATE _____

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An Affirmative Action/Equal Opportunity Institution

INSTRUCTIONS TO BIDDERS

1. **BIDDERS ARE INSTRUCTED TO READ THIS BID COMPLETELY BEFORE QUOTING.**
2. THE UNIVERSITY OF ALABAMA IN HUNTSVILLE (THE UNIVERSITY OF ALABAMA IN HUNTSVILLE) IS SOLICITING SEALED BIDS FOR **HVAC SUPPLIES, EQUIPMENT AND HVAC UNITS** ON BEHALF OF THE UNIVERSITY OF ALABAMA SYSTEM, COMPRISED OF THE UNIVERSITY OF ALABAMA, TUSCALOOSA, ALABAMA; THE UNIVERSITY OF ALABAMA AT BIRMINGHAM, BIRMINGHAM, ALABAMA; AND THE UNIVERSITY OF ALABAMA IN HUNTSVILLE, HUNTSVILLE, ALABAMA. ANY CONTRACT RESULTING FROM THIS REQUEST WILL BE MADE AVAILABLE TO OTHER ELIGIBLE ENTITIES.
3. THE UNIVERSITY OF ALABAMA IN HUNTSVILLE IS EXEMPT FROM ALL STATE SALES AND USE TAXES AND NO PROVISION FOR SUCH TAXES SHOULD BE INCLUDED IN THE BID RESPONSE.
4. THE UNIVERSITY OF ALABAMA IN HUNTSVILLE IS A MEMBER OF THE EDUCATIONAL AND INSTITUTIONAL COOPERATIVE AND IS ENTITLED TO RECEIVE ANY DISCOUNTS OFFERED TO THIS ORGANIZATION.
5. DELIVERY DOES NOT CONSTITUTE ACCEPTANCE. ALL PRODUCTS DELIVERED TO THE UNIVERSITY, AS A RESULT OF AN AWARD OF THIS CONTRACT, ARE SUBJECT TO INSPECTION AND TESTING. ITEMS THAT DO NOT MEET SPECIFICATIONS WILL BE REJECTED AND RETURNED TO THE VENDOR AT THE VENDOR'S EXPENSE. FAILURE TO REJECT UPON RECEIPT, HOWEVER, DOES NOT RELIEVE THE VENDOR OF THIS LIABILITY.
6. ANY EXCEPTION TAKEN TO ANY PORTION OF THIS REQUEST FOR FORMAL BID MUST BE SO STATED ON THE BID RESPONSE SHEETS OR THE UNIVERSITY OF ALABAMA IN HUNTSVILLE WILL ASSUME COMPLIANCE WITH ALL REQUIREMENTS AS STATED. THE SUCCESSFUL BIDDER WILL BE RESPONSIBLE AND ACCOUNTABLE FOR PROVIDING THOSE ITEMS AS SPECIFIED IN ITS BID RESPONSE. FAILURE TO DO SO WILL RESULT IN THE CANCELLATION OF THIS CONTRACT.
7. IT IS THE INTENT OF THE UNIVERSITY OF ALABAMA IN HUNTSVILLE TO AWARD THIS CONTRACT BY EITHER LINE ITEM LOW, BY CATEGORY LOW OR ALL OR NONE, WHICHEVER APPEARS TO BE IN THE BEST INTEREST OF THE UNIVERSITY.
8. BID PRICE QUOTATIONS ARE TO INCLUDE **ALL SHIPPING CHARGES**, FOB: DESTINATION.
9. ALL BID RESPONSES WILL BE CONSIDERED FIRM AND VALID FOR A THREE (3) MONTH PERIOD AFTER BID AWARD.
10. REFER TO NOTE IN SPECIFICATION OF THIS REQUEST FOR FORMAL BID FOR INFORMATION REGARDING ALTERNATES ON BID RESPONSES.
11. FOR ANY QUESTIONS REGARDING THIS REQUEST FOR FORMAL BID, CONTACT JUDY CURTIS VIA EMAIL AT curtisi@uah.edu. PLEASE NOTE THAT **ALL QUESTIONS** MUST BE SUBMITTED IN WRITING BEFORE THE RESPONSE DEADLINE.

BID INFORMATION

Bid #B002522

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE REQUESTS BIDS FROM PROSPECTIVE BIDDERS FOR THE PURCHASE OF **HVAC SUPPLIES, EQUIPMENT AND HVAC UNITS** COVERING FROM THE DATE OF AWARD THROUGH JANUARY 31, 2019, WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS (FEBRUARY 1 2019, THROUGH JANUARY 31, 2020, FEBRUARY 1, 2020 THROUGH JANUARY 31, 2021, FEBRUARY 1, 2021 THROUGH JANUARY 31, 2022, FEBRUARY 1, 2022, THROUGH JANUARY 31, 2023.

ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY VISIBLE ON THE OUTSIDE OF THE ENVELOPE. THE UNIVERSITY INTENDS TO AWARD THIS BID BY TOTAL GROUP LOW, BUT THE UNIVERSITY RESERVES THE RIGHT TO AWARD THE BID BY LINE ITEM LOW AS OUTLINED IN OUR GENERAL TERMS AND CONDITIONS.

THE UNIVERSITY SHALL HAVE THE RIGHT, AT ITS SOLE OPTION, TO RENEW THE CONTRACT FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS. 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.

THE BIDDERS SHALL COMPLY WITH THE MORE DETAILED DESCRIPTION OF PARTS SUPPORTED FOR THESE GENERAL CATEGORIES.

HEATING, VENTILATION, AND AIR CONDITIONING SUPPLIES AND EQUIPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, ACTUATORS, AIR CIRCULATORS, BELTS, CONDENSER FANS, EVAPORATIVE COOLERS, FAN COIL BLOWERS, HVAC FANS, AIR CONDITIONING UNITS, HEAT PUMPS, FILTER DRIERS, ELECTRONIC AND PNEUMATIC CONTROLS, HEATER UNITS, DAMPER AND MODUTROL MOTORS, GAS AND OIL BURNERS, HOT WATER HEATERS, FILTERS, PRESSURE VALVES, PNEUMATIC REGULATORS, RELAYS, SOLENOID SWITCHES AND VALVES, THERMOSTATS, THERMOCOUPLES, TRANSFORMERS, FILTERS, ETC.

DELIVERY OF ANY ITEM IN STOCK SHALL NOT EXCEED THREE (3) WORKING DAYS FROM RECEIPT OF ORDER. DELIVERY OF ANY NONSTOCK ITEMS SHALL NOT EXCEED TEN (10) WORKING DAYS. THE BIDDER SHALL MAKE AVAILABLE 24-HOUR DELIVERY UPON REQUEST. AN ADD-ON CHARGE FOR 24-HOUR DELIVERY, IF QUOTED, SHALL BE APPLIED PER TOTAL ORDER. 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 PACKING SLIP WITH EACH ORDER.

IT IS THE UNIVERSITY'S PREFERENCE THAT OUR PART NUMBERS BE LISTED ON ALL INVOICES, PACKING SLIPS AND REPORTS IN ADDITION TO THE VENDORS OR THE MANUFACTURER'S PART NUMBERS. **INDICATE WHETHER OR NOT YOU WILL BE ABLE TO ACCOMMODATE THIS PREFERENCE:**

YES NO

THE BIDDER SHALL BE ABLE TO PRODUCE A PROFESSIONAL, ACCURATE, AND UP-TO-DATE REPORT OF TOTAL PURCHASES MADE BY THE UNIVERSITY. THE REPORT MUST CONTAIN AT MINIMUM THE FOLLOWING INFORMATION: ITEM PROVIDED, LIST PRICE, APPLIED DISCOUNT, AND NET PRICE CHARGED. REPORTS SHALL BE SUBMITTED TO PURCHASING SERVICES UPON REQUEST. THE VENDOR MUST ALSO BE ABLE TO PROVIDE A REPORT, UPON REQUEST BY THE UNIVERSITY, THAT ITEMIZES PARTS PURCHASED CUMULATIVELY FOR THE YEAR **INDICATE WHETHER OR NOT YOU WILL BE ABLE TO ACCOMMODATE THIS REQUEST:**

YES NO

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

THE BIDDER MUST HAVE AN OFFICE OR A DISTRIBUTION-POINT/STOCKROOM TO COMPLY WITH A 24 HOUR DELIVERY TIME. THE BIDDER MUST HAVE ALSO BEEN CONDUCTING BUSINESS (MARKETING, SELLING, AND DISTRIBUTING HVAC PARTS, EQUIPMENT, AND MATERIALS) AT A MINIMUM OF FIVE YEARS.

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 NON-FILLED OR PARTIAL ORDER. 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 PROCUREMENT DEPARTMENT OR FACILITIES & OPERATIONS. UNAUTHORIZED SUBSTITUTIONS SHALL NOT BE ACCEPTABLE.

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

PERCENT DISCOUNT: THE BIDDERS ARE TO QUOTE A “PERCENT DISCOUNT” OFF OF THE CURRENT CATALOG PRICE IN THE SPACE PROVIDED ON THE QUOTE SHEET. THIS PERCENT OFF WILL BE APPLIED TO 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.

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.

THE BIDDER MUST STATE IF THERE IS A SURCHARGE FOR 24-HOUR DELIVERY. IF SO, QUOTE AMOUNT: \$ _____

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

NORMAL DELIVERY (in-stock items): _____

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

QUOTE SHEET BID (B002522)

THIS FORM MUST BE COMPLETED AND RETURNED. TWO COPIES OF BID MUST BE SUBMITTED ALONG WITH A WEBSITE ADDRESS, PRICE LIST, THUMB DRIVE OR CD-ROM.

SUBMIT BID FOR SPECIFIC PART OR EQUAL. THE UNIVERSITY OF ALABAMA IN HUNTSVILLE WILL MAKE THE SOLE DETERMINATION IF THE PART IS EQUAL TO THAT WHICH HAS BEEN SPECIFIED.

ALL PRICES ARE TO BE QUOTED BASED ON A QUANTITY OF ONE (1) EACH, UNLESS OTHERWISE INDICATED.

HEATING, VENTILATION, AND AIR CONDITIONING-HVAC PARTS AND MATERIALS

1. Dual Round Capacitor 45/5 MFD x 440 VAC \$_____
2. Dual Round Capacitor 35/5 MFD x 440 VAC \$_____
3. Dual Round Capacitor 40/5 MFD x 440 VAC \$_____
4. Dual Round Capacitor 30/5 MFD x 440 VAC \$_____
5. Capacitor Oval 5MFD x 440 VAC \$_____
6. Capacitor Oval 7.5 MFD x 440 VAC \$_____
7. Capacitor Oval 10 MFD x 440 VAC \$_____
8. Capacitor Round 10 MFD x 440 VAC \$_____
9. Capacitor Round 15 MFD x 440 VAC \$_____
10. Capacitor Round 20 MFD x 440 VAC \$_____
11. CAPACITOR ROUND 35 MFD x 440V \$_____
12. Contactor 3P 40A 24v coil \$_____
13. Contactor 3P 40A 120v coil \$_____
14. Contactor 2P 30A 24v coil \$_____
15. Contactor 2P 30a 208/240v FURNAS \$_____
16. Contactor 2P 40a 208/240v FURNAS \$_____

17. CONTACTOR 2P-30A-24V COIL \$ _____
18. CONTACTOR 1P-30A-24V COIL \$ _____
19. CONTACTOR 1P-40A-24V \$ _____
20. Vacuum Pump Oil QT. NU-Calgon (4383-24) \$ _____
21. Water Vent 3/4 x 1/2 x 1/2-75 PSI Hoffman #79 \$ _____
22. Transformer, 120-240v/24 sec 40va MUL/Mount \$ _____
23. Transformer, 40 VA 120/208/240-24 \$ _____
24. Transformer, 50VA 120/208/240/480-24 \$ _____
25. Transformer, 75VA 120/240/480-24 \$ _____
26. Relay Fan MARS #90290, 24v RBM \$ _____
27. NUCALGON RX- Acid Scavenger \$ _____
28. HONEYWELL THERMOSTAT-TSTAT FOCUS-PRO DIG
(TH511OD1022) \$ _____
29. HONEYWELL THERMOSTAT-TSTAT FOCUS PRO DIG
DISPLAY (TH522OD1029) \$ _____
30. CONDENSATE PUMP-LITTLE GIANT COND PUMP 115V
(LTG.VCMA-15UULS-115) \$ _____
31. CONDENSATE PUMP-LITTLE GIANT COND PUMP 230V
(LTG.VCMA-20UULS-230) \$ _____
32. SWITCH FLOW MCDONNEL-MILLER #FS4-3 \$ _____
33. MARS MULTITAP 1220 TURBO 200 CAPACITOR \$ _____
34. BROWNING B58 BELT \$ _____
35. HONEYWELL THERMOSTAT-TSTAT FOCUS PRO DIG
DISPLAY (TH522OD1029) \$ _____
36. CONDENSATE PUMP-LITTLE GIANT COND PUMP 115V
(LTG.VCMA-15UULS-115) \$ _____
37. CONDENSATE PUMP-LITTLE GIANT COND PUMP 230V
(LTG.VCMA-20UULS-230) \$ _____
38. SWITCH FLOW MCDONNEL-MILLER #FS4-3 \$ _____
39. MARS MULTITAP 1220 TURBO 200 CAPACITOR \$ _____
40. BROWNING B58 BELT \$ _____

- 41. BROWNING B85 BELT \$ _____
- 42. BROWNING A32 BELT \$ _____
- 43. BROWNING A26 BELT \$ _____
- 44. BROWNING A35 BELT \$ _____
- 45. BROWNING A49 BELT \$ _____
- 46. BROWNING A36 BELT \$ _____
- 47. BROWNING A33 BELT \$ _____
- 48. BROWNING A23 BELT \$ _____
- 49. BROWNING A20 BELT \$ _____
- 50. BROWNING B43 BELT \$ _____
- 51. BROWNING B64 BELT \$ _____
- 52. BROWNING A41 BELT \$ _____
- 53. 12 COUNT BOX OF CO2 SWOOSH DRAIN REFILL
CARTRIDGES \$ _____
- 54. JOHNSON CONTROLS DIRECT ACTING THERMOSTAT #T-
4002-201 \$ _____
- 55. JOHNSON CONTROLS REVERSE ACTING THERMOSTAT
#T-4002-202 \$ _____
- 56. JOHNSON CONTROLS EP-8000-2 \$ _____
- 57. JOHNSON CONTROLS SENSOR #TE-6000-1 NICKEL 1K
OHM \$ _____
- 58. PROPORTIONAL, 24V JOHNSON CONTROLS ACTUATOR
PART# VA-7482-0312 \$ _____
- 59. Johnson Controls 1/2" NPT 3-Way Valve
Part#VG7842GS+3801D \$ _____
- 60. Johnson Controls 1/2" NPT Bronze Pneumatic Valve Part#
VG7241ES-3801B \$ _____
- 61. 1/2" Normally Opened NPT Valve Part# VK-7213-201-4-3 \$ _____
- 62. Barber Coleman Pneumatic 3-Way 3/4" 8-13 PSI 7.5 Cv
Part#VK-7313-203-4-6 VALVE \$ _____
- 63. JOHNSON CONTROLS VMA 1420-0 \$ _____
- 64. NU CALGON EVAPORATOR COIL CLEANER &
DISINFECTANT 8OZ CAN \$ _____

65. CORK INSULATION TAPE 30FT ROLL 1/8" x 2"

\$ _____

66. 3" X 50' FOIL TAPE

\$ _____

67. FOAM INSULATION TAPE 30FT ROLL 1/8" X 2"

\$ _____

VENDORS MUST SEND A W-9 FORM WITH YOUR BID PACKET. THIS IS NEEDED BEFORE A PAYMENT CAN BE ISSUED TO YOUR COMPANY.

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 The University of Alabama in Huntsville 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, The University of Alabama in Huntsville 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 Procurement Agent of equal substance and function. It shall not be purchased or installed by the contractor without the Procurement 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 The University of Alabama in Huntsville to determine if the product offered meets the requirements of the invitation. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid 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 Procurement 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 there from.
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



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