
Procurement Services

Policies and Procedures

Revised 11/2016

INTRODUCTION

Business Services

Business Services provides centralized procurement and communication services to the University of Alabama in Huntsville (UAH) Community and is organized within the Finance and Administration Division of the University of Alabama in Huntsville. Procurement and communication services must conform to Federal, State, and University purchasing codes, statutes, and policies. As the primary University interface for campus departments and hundreds of businesses, Business Services is especially responsible for projecting a positive and professional image for the University.

Business Services comprises **Procurement Services**/Procurement Card, Central Receiving & Shipping/Asset Management, Mail Services, Telecommunication Services, and the UAH Copy Center. Business Services strives to provide quality service with the highest possible degree of proficiency. We welcome any comments or suggestions to improve customer service. Staff members are available to conduct training workshops to assist departments with understanding these policies and procedures.

Policies and Procedures Manual

The purpose of this manual is to help the University Community better understand the laws and guidelines by which Business Services must operate. These policies and procedures are subject to change in our rapidly evolving environment (e.g., computer systems, software, administrative procedures, and state laws). Therefore, we may need to update and revise portions of the manual from time to time.

The Policies and Procedures Manual incorporates Alabama State laws, University regulations, and good business practices. This manual also incorporates special requirements imposed by agencies that fund certain University programs.

The policies and procedures contained herein should be used under normal operating circumstances. Exceptions are allowed when, in the opinion of the Associate Vice President of Finance & Business Services and/or the Senior Vice President for Finance and Administration, they appear to be in the best interest of the University. Exceptions must be properly justified and documented.

This manual has been designed to address most situations; however, it cannot cover all eventualities. It has been approved by the Associate Vice President of Finance & Business Services and the Senior Vice President for Finance and Administration. Please contact Business Services if you have questions or suggestions for improving this manual.

<p>*** <i>Exceptions to normal procedures may be authorized at the discretion of the Director of Procurement & Business Services on an as needed basis.</i> ***</p>

PROCUREMENT SERVICES

Table of Contents

I.	GENERAL	1
I.1.	OBJECTIVE.....	1
I.2.	POLICY	1
I.3.	AUTHORITY	1
II.	REQUISITIONS	1
II.1.	APPROVAL OF REQUISITIONS	1
II.2.	REQUISITION PROCEDURE	2
II.3.	CREATING A REQUISITION.....	3
II.5.	ISSUING CHECKS ON PURCHASE ORDERS	6
II.6.	PRIORITY CLASSIFICATION OF REQUISITIONS	6
II.7.	SOLE SOURCE COMMODITIES	6
II.8.	REQUISITION-TO-PURCHASE-ORDER PROCEDURE	7
II.9.	REQUISITION-TO-CHANGE-ORDER PROCEDURE	9
II.10.	CHANGES BY PROCUREMENT SERVICES.....	10
II.11.	SMALL BUSINESS / SMALL DISADVANTAGED BUSINESS POLICY	10
II.12.	AUTHORIZED DEPARTMENTAL PROCUREMENT.....	11
II.13.	PLANNING PURCHASES AND REQUISITIONS	11
II.14.	STANDARD AND COMMONLY USED ITEMS	11
II.15.	SMALL ORDERS	11
II.16.	CONSOLIDATION OF SIMILAR ITEMS.....	12
II.17.	PROHIBITED PURCHASES.....	12
II.18.	MAJOR EQUIPMENT PURCHASES	12
II.19.	SEPARATING REQUISITIONS BY VENDOR	13
II.20.	SOURCES FOR UNUSUAL ITEMS	13
II.21.	PRICING POLICY	13
II.22.	PRICING AGREEMENTS	13
II.23.	BLANKET (STANDING) PURCHASE ORDERS	14
II.24.	TRAVEL	15
II.25.	SOFTWARE LICENSE AGREEMENTS.....	16
II.26.	REPAIR OF UNIVERSITY EQUIPMENT	16
II.27.	UNIVERSITY BOOKSTORE PURCHASES	17
II.28.	RADIOACTIVE PURCHASES.....	17
II.29.	ADVERTISEMENTS	17
II.30.	CONTRACTING PROFESSIONAL SERVICES	18
II.31.	FEDERAL AND STATE SURPLUS	18
II.32.	PROFESSIONAL MEMBERSHIPS	18
II.33.	CONFLICT OF INTEREST / PROHIBITED ACTIVITIES.....	18
II.34.	UNIFORM POLICY REGARDING FUNDS	19
II.35.	STATE BOND ISSUE	19
II.36.	PROCUREMENT OF MATERIALS AND MAINTENANCE SERVICES	23
II.37.	LEASE VERSUS BUY POLICY.....	24
II.38.	FEDERAL ACQUISITIONS REGULATIONS.....	24
II.39.	PRIORITIES AND ALLOCATIONS	24
II.40.	CONSERVATION OF RESOURCES	25
II.41.	CODE OF ETHICS.....	25
II.42.	MEALS / BUSINESS LUNCHEONS / RECEPTIONS	26
II.43.	MOVING EXPENSES	26
II.44.	PROFESSIONAL LICENSES / CERTIFICATIONS	27
II.45.	SUBSCRIPTIONS	27

II.46.	DEBARRED / SUSPENDED VENDORS.....	27
II.47.	CONTRACTS PROHIBITED WITH VENDORS USING CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES.....	27
II.48.	CELL PHONES / IPADS, AND OTHER WIRELESS COMMUNICATION DEVICES.....	27
II.49.	AUCTION PURCHASES	28
II.50.	APPAREL / LOGO SHIRTS / T-SHIRTS	28
	T-SHIRTS DISPLAYING THE UNIVERSITY LOGO MUST BE APPROVED BY THE OFFICE OF MARKETING & COMMUNICATION.....	28
II.51.	VEHICLES.....	28
II.53.	RECORD RETENTION	29
	RETAIN REQUISITIONS IN OFFICE FOR THREE YEARS AFTER THE END OF THE FISCAL YEAR IN WHICH THE RECORDS WERE CREATED; THEN DESTROY. (HTTP://WWW.UAH.EDU/FINANCE/POLICIES)	29
III.	PURCHASE ORDERS	29
III.1.	POLICY	29
III.2.	PROCEDURE.....	30
III.3.	TAX EXEMPTION	30
III.4.	EXPEDITING DELIVERY STATUS AND CHANGES	30
III.5.	RETURNS TO VENDORS.....	31
III.6.	CENTRAL RECEIVING AND SHIPPING POLICY.....	31
III.7.	INVOICES	31
III.8.	CERTIFICATION OF COMPLIANCE	31
III.9.	RECORD RETENTION	32
IV.	CHANGE ORDERS.....	32
IV.1.	ORIGINATION.....	32
IV.2.	PROCEDURE.....	32
V.	REIMBURSEMENTS	34
V.1.	POLICY	34
V.2.	PROCEDURE.....	34
VI.	CONTRACTS FOR PROFESSIONAL SERVICES.....	34
VI.1.	POLICY	34
VI.2.	COMPLETING THE FORM	35
VI.3.	PROCEDURE AND APPROVAL	36
VI.4.	AMENDMENTS TO CONTRACTS	37
VI.5.	PAYMENTS AGAINST CONTRACTS	37
VI.6.	VENDOR DISCLOSURE STATEMENT	38
VI.7.	CERTIFICATION OF COMPLIANCE	38
VI.8.	RECORD RETENTION	38
VII.	BIDS	38
VII.1.	POLICY	38
VII.2.	BIDS AND PRICING GUIDELINES.....	39
VII.3.	PROCEDURE.....	40
VII.4.	BID LIST AND VENDOR SELECTION.....	41
VII.6.	STANDING BIDS.....	41
VII.7.	STATE CONTRACTS	42
VII.9.	CONSORTIUM BIDS.....	42
VII.10.	VENDOR DISCLOSURE STATEMENT	42
VII.11.	CERTIFICATION OF COMPLIANCE	42
VII.12.	RECORD RETENTION	42
VIII.	INSURANCE	43
VIII.1.	TYPES OF COVERAGE	43

VIII.2. ACCIDENTS	43
VIII.3. ACCIDENTS INVOLVING BODILY INJURY	44
VIII.4. POST-ACCIDENT PROCEDURE	44
VIII.5. CLAIMS AND LAWSUITS	44
IX. SURPLUS PROPERTY.....	45
IX.1. POLICY	45
ATTACHMENTS	1

I. GENERAL

I.1. Objective

The primary objective of Procurement Services is procuring, in the most efficient and cost effective manner, the goods and services that support the education, research, and service efforts of The University of Alabama in Huntsville (UAH), while complying with the Federal and State statutes and University policies that govern institutional purchases.

Procurement Services is located in the Business Services Building on John Wright Drive, phone number 256-824-6484.

I.2. Policy

Procurement Services' responsibilities include:

- Providing Requisition Training Classes
- Issuing Purchase Orders
- Generating Requests for Quotations/Bids
- Providing insurance coverage on all buildings and their contents
- Processing Contracts for Professional Services

I.3. Authority

Procurement Services has been vested with the sole authority to obligate University funds to outside vendors; therefore, procedures must assure honesty, integrity, and fairness.

II. REQUISITIONS

II.1. Approval of Requisitions

Departments must obtain electronic approvals on all Requisitions before they are submitted to Procurement Services. **Only Budget Unit Heads and those persons to whom signature authorization has been delegated have authority to sign / electronically approved Requisitions.**

Departments must provide signature authorizations to Accounting and Financial Reporting on Signature Authorization Form Auth_Sig.xls for input into the purchasing database. This form is available at <http://www.uah.edu/finance/forms> Click on "Signature Authorization." The purchasing database is a component on the UAH Banner for Finance purchasing module. Allow three days for signature corrections, additions, and deletions to appear in the purchasing database.

NOTE: Accounting & Financial Reporting maintains records of signature authorizations. Signature authorizations are required to expend funds against University accounts. All

authorized signatures and budget account balances for 7000 and 8000 account codes are verified through the purchasing database for each Requisition submitted.

The following Requisitions must be electronically approved according to Table PS-1.

Table PS-1, Electronic Approvals

Requisitions for:	Individual/Department
All fund 2xxxx accounts and cost sharing fund 159xxx accounts that are companion accounts to 2xxxx accounts	Contracts & Grants Accounting
Expenditures associated with equipment, computers, peripherals, software, audio/video, and contracted services against fund 2xxxx accounts and cost sharing fund 159xxx accounts that are companion accounts to 2xxxx accounts	Contracts & Grants Accounting
Any individual purchases over \$25,000.00	Vice President for Finance and Administration
Radioactive supplies	Environmental Health & Safety
Vehicles, purchase or lease	Facilities & Operations

II.2. Requisition Procedure

To procure goods and/or services, departments must submit an electronic Requisition in the on-line UAH Banner Self-Service Requisitioning System.

Users of the on-line system must first complete the *Banner Finance Self-Service Request Form (FSS)* (Figure PS-1) and forward it to the Budget Office to obtain access. The Budget Office processes the set-up for new Finance users and security for all Finance users. Users must also receive Requisition training provided by Procurement Services. To request training, contact Procurement Services.
<http://www.uah.edu/business-services/faculty-staff/training>

Departments will enter and approve Requisitions in the UAH Banner Self-Service Requisitioning System. For detailed instructions on entering and approving electronic Requisitions, please refer to the *UAH Banner Self-Service Requisitioning Workbook* that you received during your Requisition entry training.

All Requisitions require an Account Number, or FOAPAL, which consists of:

- Fund
- Organization Code
- Account Code
- Program

Sufficient budget funds must be available before entering a Requisition. There is no longer an "Insufficient Funds" override.

All Requisitions must receive appropriate electronic approvals before being forwarded to Procurement. Departmental copies of Requisitions and Purchase Orders may be printed by the user at his or her convenience.

Ordinary Requisitions are subject to the normal purchasing process of review and approval, which requires a minimum of one to two working days. Emergency Requisitions may be “walked thru” in a matter of hours. See Section II.4, “Walk-thru (RUSH) Requisitions.”

The end result of the requisition procedure is a Purchase Order. See Section II.9, “Requisition-to-Purchase-Order Procedure.” For information on Change Orders, see Section II.10, “Requisition-to-Change-Order Procedure” or Section IV, “Change Orders.”

II.3. Creating a Requisition

DATA ENTRY

From the on-line Finance menu, click on “Requisition.” The user can create a new Requisition or use a template.

1. Enter Vendor ID (not required) and select Vendor Validate (if you entered a Vendor ID) to default related information. Requester information defaults from values defined on the User Profile. Defaulted information can be modified.
2. Select the Document Text link to attach text to the Requisition. Document Text is for information related to the overall Requisition.
 - Text to be printed at the beginning of the Purchase Order may include delivery or special handling instructions.
 - Text that does not print may include notes to Procurement about attachments, for example.
3. Enter Commodity, Unit of Measure, Quantity, and Unit Price information.
4. Select Item number link to add Item Text for a specific commodity or item. Item Text would include additional descriptive information for the item being requested. These are just a few examples of Item Text:
 - For supplies or equipment, Item Text may include stock number, brand, model number, features, measurements, or finishes.
 - For a contract payment, Item Text may include period of performance, contract number, or payment number.
 - For an airline ticket, Item Text may include the name of the traveler, destination, and dates of travel.
5. Enter “H” for Chart and the Organization Code(s) for Index. Click Validate to populate the Fund, Organization, and Program fields. If another FOAPAL is to be used, enter a new Index and click Validate.

Do not change the Fund, Organization, or Program fields. Each Requisition is limited to five FOAPAL entries.

6. Enter the Account Code. See Figure PS-2 for Commonly Used Banner Account Codes.
7. Choose whether to distribute the Net Amount by Dollars or Percents.
 - If Dollars is selected, enter the amount for each FOAPAL in the Accounting field. The dollar amounts must equal the Net Amount. Do not use the dollar symbol.
 - If Percents is selected, enter the percentage required for each FOAPAL in the Accounting field. For percents, the total of all amounts in Accounting must be 100. Do not use the percent symbol.
8. Click on Validate to validate calculations and codes and check for errors. Error messages are displayed if data is missing or invalid. Contact Procurement Services if unable to resolve an error message.
9. If the box "Document Validated with no errors" has a check mark, click on Complete to post the Requisition in the approval process. The Requisition will have a number and funds will be reserved for the Requisition.

APPROVALS

Once a Requisition has been entered and completed, it must be posted and approved. Only an authorized person can approve a Requisition after it has been entered. All Requisitions must receive all appropriate electronic approvals in the approval process before being forwarded to Procurement.

ATTACHMENTS

Attachments must be mailed, faxed, or hand-delivered to Procurement. Attachments might include a contract, maintenance agreement, registration form, travel authorization, etc. All attachments must reference the Requisition number.

Refer to your *UAH Banner Self-Service Requisitioning Workbook* for more detailed instructions.

II.4. Walk-Thru (RUSH) Requisitions

In an emergency, departments can process RUSH Requisitions by walking them through the purchasing process. The Walk-thru process exists for **emergencies only** and does not replace the normal requisitioning process.

PROCEDURE

Data Entry: For emergency processing, enter "RUSH" in the Commodity Code field of the "Line Items and Commodities Screen" in Self-Service Banner. Follow the steps in Section II.3 to complete the remainder of the Requisition. Repeat those steps as needed for additional items. **Enter the Commodity Code "RUSH" only for the first item.** Refer to the *UAH Banner Self-Service Requisitioning Workbook* for more information.

Approvals: For insufficient budget balance, refer to your budget statement and/or contact the Budget Office at 256-824-2241.

To obtain approvals for contract-funded equipment, email the appropriate person in Contracts & Grants Accounting.

The department is responsible for obtaining approvals and finalizing all other transactions.

Notifying Procurement: Once all signatures and supporting documentation are complete, email Procurement Services at purch@uah.edu. Type "Walk-thru" and the Requisition number in the subject line. Write the Requisition number on all attachments and fax, mail, or hand deliver attachments to Procurement Services.

Picking up the Purchase Order: The Requisition will be assigned to a Procurement Officer. Procurement Services will notify the department when the Purchase Order is ready for pick up. Purchase Orders may be picked up any time after notification between **8:15 a.m. – 5:00 p.m., Monday through Friday**. Purchase Orders should be picked up within 24 hours after notification. It is the user's responsibility to place the order with the vendor.

If you prefer, once you have been notified that your Purchase Order is ready, Procurement Services can fax, email or mail your Purchase Order to the vendor.

CONTACTING THE VENDOR

The department will receive the vendor copy and the departmental copy of the Purchase Order. The department has the responsibility of placing the order with the vendor, whether by fax or telephone. If faxing the order to the vendor, write the Purchase Order number on the fax cover sheet. If you prefer, we can fax, email, or mail the Purchase Order to the vendor.

NOTE: To prevent duplicate orders on faxed and telephoned orders, write "Confirmation: Do not duplicate" on the original Purchase Order before mailing it.

ISSUE CHECK

If "Issue Check with Purchase Order" is printed on the Purchase Order, the department must submit the vendor copy of the Purchase Order and Requisition to Accounts Payable. See Section II.5, "Issuing Checks on Purchase Orders."

II.5. Issuing Checks on Purchase Orders

If a Purchase Order is to be prepaid by check, submit supporting documentation (e.g., copies of contracts, registration forms, or invoices) to Procurement Services, referencing the Requisition number. Accounts Payable will issue the check and mail it to the vendor along with the Purchase Order.

PICK UP

Checks will be held for pick up at Accounts Payable only on justified emergencies. Departments must obtain authorization from Accounts Payable to have a check held for pick up prior to submitting the Requisition. The request must be noted on the Requisition and the written authorization from Accounts Payable should be submitted to Procurement as backup to the Requisition.

CONTRACT PAYMENTS

Departments must submit Requisitions to make payments against Professional Services Contracts, which are paid by check. Please see Section VI.5, "Payments Against Contracts."

UNIVERSITY POLICY

University policy is to pay for goods and services **after** goods are received and services are rendered.

II.6. Priority Classification of Requisitions

Requisitions are classified as either Ordinary or Emergency (Walk-thru or RUSH).

- Ordinary Requisitions are subject to the normal purchasing process of review and approval. Ordinaries are usually processed into Purchase Orders in **one to two working days**.
- Emergencies, or Walk-thrus, are processed into Purchase Orders in **a matter of hours, Monday through Friday**. The Procurement Officers have discretion to determine whether the Requisition truly constitutes an emergency (see Section II.4, "Walk-Thru (RUSH) Requisitions").

NOTE: Due to Alabama State Bid Law some Requisitions may be held for bidding. Items most likely to be held are computer, research, or scientific equipment; furniture; and items totaling \$15,000.00 or more. If an Emergency (Walk-thru) Requisition must be held for a bid, Procurement Services will try to accommodate special needs within the guidelines of the purchasing process.

II.7. Sole Source Commodities

A sole source must meet the following three requirements:

- The good or service offered must be unique

- The uniqueness must be substantially related to the intended purpose, use, and performance of the good or service sought
- The entity seeking to be declared a “sole source” must show that other similar goods or services cannot meet the desired objectives of the entity seeking goods or services

Sole source purchases are rare and must show that an equitable evaluation of comparable products has been made and that rejection of unsuitable products is based on technical deficiencies or a combination of other reasons. In cases where no comparable source is known, whether at the manufacturing or distributor level, a technical description of the product must be provided. The technical description must be adequate enough to allow Procurement to make a thorough search and evaluation, which takes seven to ten days. **A sole source justification cannot be based on quality or price.** Quality is subjective and price is evaluated via competitive bidding.

Departments requesting essential and unique items with special design and/or performance features may obtain Sole Source Commodity classification for these items. Special design and performance features might include:

- Instrument response time
- Portability requirements
- Size constraints
- Unique capabilities

The commodity (a good or service) must be considered unique to the manufacturer, making it available only through that manufacturer with no comparable commodity available either at the manufacturer or distributor level. Items being evaluated for research purposes may qualify as a Sole Source Commodity.

Requisitions for Sole Source Commodities totaling \$15,000 or more must be submitted with a *Sole Source Justification Requirements* Form (Figure PS-3), available from the Business Services' website, (<http://www.uah.edu/business-services/faculty-staff/procurement-services/forms>). This form must be signed by the Principal Investigator and director, chair, or dean of the requisitioning department (if different).

II.8. Requisition-to-Purchase-Order Procedure

The following summarizes the procedure to process a Requisition into a Purchase Order.

1. The Requisition is entered in the on-line system by the department per the *UAH Banner Self-Service Requisitioning Workbook*. If the Requisition has attachments, write the Requisition number on all attachments then email, mail, fax, or hand deliver them to Procurement Services.
2. The account balance must be verified to ensure that funds are available. Requisitions against Contract & Grant and cost sharing companion accounts

are electronically approved by the Office of Sponsored Programs (see Section II.1, "Approval of Requisitions").

3. The Requisition must have all electronic approvals completed before further processing can occur. Depending on the department or funding, the Requisition may require several different levels of approval. Persons with signature authority may recommend changes to the Requisition prior to approval.
4. Once all approvals are completed, the Requisition is ready for further processing by Procurement. The Requisition will be assigned to a Procurement Officer.
5. The Procurement Officer will verify attachments and supporting documentation. The Procurement Officer will submit requests for competitive bidding as needed.
6. When a vendor is selected, if it is a new vendor, a W-9 will be requested by Business/Procurement Services. The vendor will only be created after a search has been completed in the Vendor Database by the person processing the PO. Address changes requested by the departments or vendors, are made by Accounts Payable or Business/Procurement Services Staff. Name changes requested by the departments or vendors are made by the Director of Procurement (or designee in his/her absence) and Accounts Payable Staff. The Procurement Officer will authorize the purchase and edit the Requisition for final printing of the Purchase Order. A Vendor Data Change Form will be used to document the changes.

Vendor creation (on-boarding) and adjustments are made in accordance with the guidelines printed in the Data Standards Committee through the Office of Information Technology.

For questions concerning Vendor Debarment, see section II.46 Debarred /Suspended Vendors.

For questions concerning Conflicts of Interest, see section VII.10 Disclosure Statement.

Confidentiality issues will be addressed on a case by case basis, when dealing with sensitive data.

7. The Procurement Officer will authorize the purchase and edit the Requisition for final printing of the Purchase Order.
8. The appropriate approval in Procurement Services commits UAH to the obligation.
9. The Procurement Services Technician distributes copies of the Purchase Order to the requisitioning department and the vendor. If "Issue Check with Purchase Order" is printed on the Purchase Order, the vendor copy of the Purchase Order and the original Requisition will go to Accounts Payable (see Section II.5, "Issuing Checks on Purchase Orders").

II.9. Requisition-to-Change-Order Procedure

A Change Order is required when a Purchase Order is to be adjusted or altered. A Change Order for an increase is needed only if the increase is more than 10% of the Purchase Order total. However, if the increase is more than 10%, but is \$100 or less, an email approval from the department will be accepted.

COMPLETING A CHANGE ORDER REQUISITION

For more detailed instructions see Section IV, "Change Orders," or refer to the *UAH Banner Self-Service Requisitioning Workbook*. Signature approval requirements remain the same for all Change Orders. If the change is less than \$100.00 or within 10% you will only need to send an email to the purchasing email at purch@uah.edu or email the buyer that handles that commodity.

To submit a Change Order Requisition, type "CHANGE" in the Commodity Code field of the "Line Items and Commodities Screen" in Self-Service Banner. Enter the original Purchase Order number in the Commodity Description field. Always provide a detailed explanation for the change in Document Text (see list below for examples).

- Change item
- Add item
- Change Account Code ("one-cent" must be left on the old Account Code)
- Decrease PO
- Increase PO

INCREASES / DECREASES

You may increase a Purchase Order to:

- Add items
- Increase the quantity or cost of an item
- Increase a PO encumbrance

You may decrease a Purchase Order to:

- Delete items
- Decrease the quantity or cost of an item
- Decrease a PO encumbrance

For increases, simply enter the amount of the increase in the Unit Price field on the Change Order Requisition. For decreases, enter \$0.01 ("one-cent") in the Unit Price field on the Change Order Requisition.

CANCELING A PO, BALANCE, OR ITEM

You must submit a Requisition with a "one-cent" expenditure to cancel:

- An entire Purchase Order (current fiscal year)

- An item

You may submit a Requisition with a “one-cent” expenditure or send an email to purch@uah.edu to cancel:

- The remaining balance on a Purchase Order (past fiscal year)
- An entire Purchase Order (past fiscal year)

A “one-cent” expenditure is required for the Requisition to be completed and processed through the approvals. This Requisition will be canceled when the Purchase Order cancellation is processed. Enter the amount (\$0.01) in the Unit Price field.

CHANGING VENDORS

To change the vendor or vendor’s address on a Purchase Order, notify Procurement of the new vendor’s name and/or address. Email the appropriate Procurement Officer to have the vendor or vendor’s address changed on the PO. When changing the vendor, the original PO will be canceled, and a new PO will be issued to the new vendor.

CHANGING ACCOUNT CODES

If the PO has been issued, you need to submit a Change Order to change the Account Code. The Change Order dollar amount should be the same amount that you want charged to the new Account Code. The system requires that a “one-cent” expenditure must remain on the old Account Code.

REMOVING A CANCELED REQUISITION

Notify Procurement when you need to remove a canceled Requisition once the Requisition has been disapproved. You should also notify Procurement of other minor Requisition changes. Simply email purch@uah.edu.

II.10. Changes by Procurement Services

Procurement Services may delete an item on a Requisition and buy the item from another vendor to take advantage of special circumstances or existing contracts. Procurement Services may shift an order entirely to another vendor for better prices, service, or delivery (please see Section II.16, “Consolidation of Similar Items”). Procurement Services will maintain quality standards. **For these and other reasons, no commitments, expressed or implied, should be made by UAH departments (other than Procurement Services) to vendors.**

II.11. Small Business / Small Disadvantaged Business Policy

Procurement Services’ policy concerning all Requisitions is to solicit quotations from the following vendors:

- Small Business

- Small Disadvantaged Business
- Woman Owned Small Business
- Woman Owned Small Disadvantaged Business
- Black Small Disadvantaged Business
- Black Woman Owned Small Disadvantaged Business
- Veteran Owned Small Business
- Disabled Veteran Owned Small Business
- Non-Profit Organization
- Labor Surplus Area Concern
- Historically Under-Utilized Business Zone

A list of several directories for departments to consult for products and services from disadvantaged and minority vendors are listed below.

www.thomasnet.com, www.asbdc.org, www.sba8a.com

II.12. Authorized Departmental Procurement

Although Procurement Services conducts all purchasing activities for UAH, the use of Procurement Cards is delegated to the departments.

II.13. Planning Purchases and Requisitions

Departments should plan their purchases to meet the demands of both the vendor and the department. After a properly prepared and approved Requisition is received, the time to issue an order and secure delivery varies according to: (1) the work load in Procurement Services and (2) the vendor's ability to deliver. Delivery depends on the vendor's stock and any problems the vendor has producing goods or securing delivery from suppliers. Planning allows time for Procurement Services to obtain the best value.

II.14. Standard and Commonly Used Items

Departments should requisition standard, commonly used, and repetitively used items in advance of dates needed. See Section II.14, "Planning Purchases and Requisitions."

For better pricing and to prevent delays in receiving merchandise, departments should request: (1) the largest possible quantity of a single item and (2) as many kinds of items as possible from a common supply source or vendor. Examples include laboratory reagents, glassware, filter paper, and rubber or plastic tubing.

II.15. Small Orders

Departments should avoid frequent small orders. Decrease the frequency and the quantity of small repetitive orders. Departments can use their Procurement Card for small orders. See Section II.14, "Planning Purchases and Requisitions"; Section II.15, "Standard and Commonly Used Items."

NOTE: Vendors resist delivery and invoicing of orders when the cost of delivery and invoicing is greater than the gross mark-up on the materials sold. Small-dollar orders that could have been combined increase processing costs to UAH.(Ex. The office supply vendor charges a fee for orders under \$50.00.)

II.16.Consolidation of Similar Items

Procurement Services will consolidate similar items or items from common sources for maximum quantity discounts and best vendor service. Procurement Services will consider delivery schedules, item costs, and Alabama State laws. See Section II.15, "Standard and Commonly Used Items."

II.17. Prohibited Purchases

This is not an exhaustive list; however, UAH does not permit the purchase of personal items (items for personal use) such as those listed below:

- Awards/plaques
- Briefcases
- Christmas cards
- Coffee pots
- Employee get-well cards
- Expensive desk pads
- Fancy clocks
- Flower vases and arrangements
- Gifts or recognition of gifts
- Microwave ovens
- Plants
- Receptions
- Refrigerators
- Office Fans / Heaters

These items are not provided by University funds. Individuals who wish to have such items in their offices should buy them with personal funds. Do not use University letterhead to buy personal items.

UAH does not permit the purchase/donation of items such as:

- Alcoholic beverages
- Contributions

II.18. Major Equipment Purchases

To increase efficiency and reduce costs, major equipment purchases shall be based on the following considerations:

- Compatibility
- Dependability
- Durability
- Economy of operation

- Funding
- Quality
- Productivity
- Savings in time or labor costs
- Installation (labor & material \$50,000 or more)
may require a General Contractor's License

EQUIPMENT WITH SPECIAL REQUIREMENTS

The requisitioning department must obtain special approvals when purchasing an equipment item with the following special requirements:

- Uses non-standard electrical outlets
- Exceeds space requirements
- Weighs 6000-pounds or more

The department must contact Procurement Services and Facilities and Operations Administration to determine availability of electrical power and check space requirements and floor loading, as applicable. These approvals must be clearly indicated on the Requisition.

II.19. Separating Requisitions by Vendor

Departments should submit Requisitions by vendor rather than by classification of materials and/or equipment ordered. Submit one Requisition for all items to be purchased from a single vendor.

II.20. Sources for Unusual Items

Departments should suggest supply sources for unusual or non-standard items. Include complete addresses. Although Procurement Services has final authority for vendor selection, contract vendors and suppliers will be used as much as possible.

II.21. Pricing Policy

The Procurement Officer remains aware of most current prices through study of published price lists, vendor-provided price information, or published market data. If a price cannot be determined from these sources, the price is established through estimation, verification, or competitive bid.

Due to rapidly changing prices and the vast assortment of commodities purchased by UAH, departments should provide dollar value estimates on Requisitions if actual prices are unknown.

II.22. Pricing Agreements

The following types of pricing agreements are available to UAH for procurement of materials, supplies, and equipment:

- General Services Administration Contracts
- Manufacturer, State, Local, or University Pricing Agreements
- University Established Contracts / Competitive Bids
- State Contracts
- Consortium Contracts

II.23. Blanket (Standing) Purchase Orders

If a department must obtain a number of miscellaneous, non-equipment items from the same vendor over an extended period, the department may initiate a Blanket (or Standing) Purchase Order. The department may also use Blanket Purchase Orders to encumber funds against contracts or purchase agreements.

LIMITATIONS

Procurement Services must approve Blanket Purchase Orders. The period of encumbrance cannot extend beyond the current fiscal year (except subcontracts through OSP) nor can it exceed competitive bid requirements for the UAH community (see Section VII, "Bids").

NOTE: Competitive bid requirements are considered when issuing Blanket Purchase Orders.

PROCEDURE

All Blanket Purchase Orders are initiated in the same way as ordinary Purchase Orders. The following information should be stated on the Requisition:

Document Text:
Encumber funds for an open Purchase Order for The University of Alabama in Huntsville covering the period [MO/DA/YR] through [MO/DA/YR].
Item/Commodity Description:
For [Enter the type or name of items] for the [Enter the name of the department].
Item Text:
Persons authorized to purchase: _____ [List names of individuals authorized to purchase items].
Note: Vendor is instructed to obtain proof of identification from individual who must present a UAH identification card before he or she can pick up the material.
UAH reserves the right to change quantities or cancel the Purchase Order at any time. UAH is not obligated to purchase any specific amount, and no shipments / pick-ups are allowed after expiration date.

PURCHASES

Authorized individuals must submit a Memorandum Receiving Report (MRR), available on the Business Services website, (<http://www.uah.edu/business-services/faculty-staff/central-receiving/forms>), under "Faculty & Staff" / "Central Receiving" / "Forms," to Accounts Payable at the time of purchase for payment processing. The department is responsible for financial upkeep of the Blanket Purchase Order.

CLOSURE AND CHANGES

To issue a final payment and close a Blanket Purchase Order, be sure to mark "completed" on the Memorandum Receiving Report for the final purchase.

To cancel the balance on a Blanket Purchase Order that was not closed with a final payment, the department must issue a Change Order with a "one-cent" expenditure requesting the cancellation. See Section II.10, "Requisition-to-Change-Order-Procedure" for more information on the "one-cent" Requisition.

II.24. Travel

OUT-OF-STATE TRAVEL

All faculty, staff, and students traveling outside the state on University business must complete a Travel Authorization Form, *Authorization for Official Travel*, before leaving on the trip. All out-of-state travel must be approved in advance by the appropriate vice president or their designee. If the *Authorization for Official Travel* is not approved in advance, the traveler is traveling at his or her own risk until approval is obtained.

NOTE: Non-reimbursed, out-of-state travel requires only the approval of the employee's supervisor (for the absence).

- Non-prepaid travel arrangements: Submit Requisitions for public transportation tickets (e.g., airline, bus), rental cars, and hotel accommodations, as applicable. Submit **a copy of the approved Travel Authorization Form**. For public transportation tickets submit separate Requisitions for each traveler unless traveling on the same date.
- Prepaid travel arrangements: State law prohibits prepayment of travel arrangements **except registration fees. Submit a copy of the Travel Authorization Form and registration form, referencing the Requisition.**
- Some travel charges are allowed on the Procurement Card. See "Procurement Card Allowables" (Figure PC-8) in the Procurement Card Manual.

Persons traveling under federally funded accounts (Contract & Grant and cost sharing companion accounts) should be aware of and adhere to U.S. Flag Carrier regulations (FAR 47.4).

After returning from travel: Submit an *Out-of-State Expense Voucher* to Accounting & Finance. Do not submit a Requisition for reimbursement of travel expenses.

IN-STATE TRAVEL

In-state travel requires a Travel Authorization Form only when traveling on Contract & Grant and cost sharing companion accounts.

Submit a Requisition for prepayment of registration fees. Purchase Orders will not be issued for in-state hotel accommodations due to per diem restrictions. After returning from travel: Submit an *In-State Travel Expense Voucher* to Accounting & Finance.

PROSPECTIVE CANDIDATES

Submit a copy of the approved *On Campus Interview Form*, referencing the Requisition, for public transportation tickets, rental car (if applicable), and hotel accommodations.

ACCOUNTING FORMS

Authorization for Official Travel, In-State Travel Expense Voucher, and Out-of-State Expense Voucher forms are available at <http://www.uah.edu/finance/forms>

II.25. Software License Agreements

All Software License Agreements requiring the signature of a University official must be submitted to Procurement Services and must reference the Requisition. Procurement Services will have the agreement reviewed by the Office of Counsel and will obtain appropriate University signatures. Departments purchasing the software are responsible for following all terms and conditions of the licensing agreement.

NOTE: Many software vendors require a license agreement to be executed when software is purchased. A license agreement states the terms and conditions of using the vendor's software.

II.26. Repair of University Equipment

Departments must obtain an authorized Purchase Order before sending out University property for repair or estimate, including warranty repairs. The Requisition must include the following details:

- Serial number
- UAH property ID number
- Problem
- Contact person
- Telephone number

II.27. University Bookstore Purchases

Departments should purchase all items from the University Bookstore that are available from the University Bookstore. Purchase standard items including office supplies and text books on a *University Bookstore Requisition for Supplies*. (Non-standard office supplies such as fax machines, computers, or furniture cannot be purchased on a University Bookstore Requisition.)

II.28. Radioactive Purchases

Environmental Health and Safety must approve all requests for radioactive products. Requisitions for radioactive products require Account code 7431 which is designated for all radioactive purchases.

IONIZING RADIATION SOURCES

When preparing a Requisition for any item (equipment or device) that contains an ionizing radiation source (e.g., X-ray machine), provide the following statement under Document Text: "This item contains an ionizing radiation source."

The Requisition then must be entered using account code 7431. Environmental Health and Safety approves the Purchase Order and will register the item with the Department of Public Health in Montgomery. The item must be properly registered before it can be received at the University.

II.29. Advertisements

Type the advertisement on a separate sheet as an attachment to a Requisition.

EMPLOYMENT VACANCIES

The Faculty Equal Employment Opportunity Coordinator must approve the advertising of faculty position vacancies. Human Resources must approve the advertising of staff position vacancies.

PROMOTIONAL ACTIVITY

Office of Marketing and Communications has final approval on all public promotional activity advertisements (e.g., brochures, t-shirts, ads for newspapers and magazines, etc.) to ensure conformity to University policy. Advertisements must have the department dean/director approval before being submitted to the Office of Marketing and Communications.

SPORTS PROGRAM BOOK

The University cannot place ads in any sports program book according to NCAA rules.

II.30. Contracting Professional Services

Professional service providers and consultants are classified as follows:

- Architects/Engineers
- Draftsmen/Artists
- External Financial Advisors
- Lawyers
- Lecturers
- Performing Artists
- Physicians
- Professional Consultants
- Scientists
- Trustees

Departments should contract with persons or firms according to normal purchasing procedures. No University commitment will be recognized until a fully-executed Contract for Professional Services and/or Purchase Order is issued. Please see Section VI, "Contracts for Professional Services."

II.31. Federal and State Surplus

UAH is eligible to purchase from Federal and State surplus agencies. A Requisition is not required in advance. An employee wishing to visit any of the State surplus warehouses must obtain an authorization letter from Procurement Services before visiting the warehouse. He or she must submit a Requisition for any items purchased upon return. Indicate "Issue Check" in Document Text on the Requisition.

II.32. Professional Memberships

The University is authorized to hold memberships in professional organizations and usually designates an individual as the University's representative to the organization. Memberships in professional organizations can be held when related to the employee's position at the University and if the benefits of membership, such as periodicals, etc., are made available to other employees.

II.33. Conflict of Interest / Prohibited Activities

University employees must comply with: (1) the Code of Ethics for Public Officials, Employees, etc. (Chapter 25, *Code of Alabama*); (2) applicable provisions of the

University Faculty and Staff Handbooks, as appropriate; (3) other University policies as may be adopted in the future.

University employees may not:

- Use their offices for direct personal gain for themselves, their families, or businesses with which they or family members are associated, unless specifically authorized by law.
- Solicit or receive anything of value including gifts, favors, services, or promises of future employment based on the understanding that an official action would be influenced thereby.
- Disclose or use confidential information gained in the course of or by reason of their official positions in any way that could result in financial gain for them, their families, or any other person(s).

II.34. Uniform Policy Regarding Funds

The purchasing and bidding policies described in this manual apply to all University funds regardless of source. All funds deposited with UAH are University funds and must be handled consistently according to University policies except where direct conflict occurs with specific provisions of the gift, grant, contract, or restricted account.

II.35. State Bond Issue

State Bond Issue Requisitions use special funding from the State of Alabama. Accounting & Finance establishes a special organization code for specific State Bond-approved requirements. Use Document Text to identify these purchases.

Standard purchasing procedures apply according to Federal, State, and University policy. Special billing instructions are necessary, however, as payment is issued from the State of Alabama. Contracts & Grants Accounting forwards documentation to support payment requests.

No Purchase Order using State Bond Issue funding will be issued for amounts under \$100.00.

State Bond Issue Purchase Order Instructions

10/01/11

Policy

State Bond Issue Purchase Orders use special funding from the State of Alabama. Accounting & Finance establishes a special organization code for specific State Bond-approved requirements. **State Bond Issue Purchase Orders will follow the same process as regular university purchase orders.** Users assume all responsibilities associated with the orders. When all efforts to resolve conflicts have been exhausted, contact Procurement Services for

assistance in resolving any problems with the vendor

The department must submit an electronic Requisition in the Banner System. Then after receipt of an email from Procurement Services referencing the Requisition as being approved, the department may issue a State Bond Issue Purchase Order.

Limitations

The State Bond Issue Purchase Order must follow the standard procedure for making purchases.

Exclusions

State Bond Issue Purchase Orders must be issued in accordance with State and University policy and cannot be used for items that are not allowed.

Procedure

State Bond Issue Purchase Orders must be issued in a pre-numbered sequence. Procurement Services will maintain a record of the numbers assigned to each department.

All information must be typed or printed legibly. If more space is needed, attach a list and type "As per attached list" on the State Bond Issue Purchase Order. The user is responsible for sending the Purchase Order to the vendor. To eliminate duplicate orders when placing the order by telephone or fax, type **"Confirmation: Do not duplicate"** on the Purchase Order before mailing.

- Submit electronic Requisition in the Banner System (indicating that State Bond Issue money is being used)
- All required electronic approvals will be received
- Procurement will review Requisition for bid law compliance, etc.
- Procurement will then cancel the Requisition
- Procurement will send an email approving the Requisition to the department
- The department will then complete and distribute the State Bond Issue Purchase Order

Purchase Orders must have all pertinent information, including the following:

- Date of order

- Complete vendor name and address
- Proper Organization & Account Code
- Ship to “c/o”
- Contact for questions and phone number
- Item number (1, 2, 3,)
- Quantity ordered
- Complete item description (e.g., commodity, manufacturer, model and/or catalog numbers, name of item) - only items in accordance with University policy and Federal and State law will be approved
- Unit Cost
- Total Cost
- Signature approval by the Budget Unit Head or those persons to whom signature authorization has been delegated on file with Contracts & Grants Accounting

The **user** is responsible for:

- Ensuring sufficient funds are available in the organization code to cover the purchase
- Properly distributing copies (see Table 1)
- Delivering/mailling State Bond Issue Purchase Order to the vendor
- Typing “Confirmation: Do not duplicate” on orders placed by telephone or fax
- Consulting with contracted prices; refer to the Procurement Services website <http://www.uah.edu/business-services/faculty-staff/open-bid-information> for best possible prices on certain items (e.g., software, office supplies, diskettes) or contact Procurement Services
- Attaching a copy of the email approval to the C&G copy (yellow)

The **vendor** must reference the State Bond Issue Purchase Order number on invoices, on shipping documents, and in the shipping address. For example:

The University of Alabama in Huntsville
c/o J.Smith / BXXXXX / Dept Name
Central Receiving Building
301 Sparkman Drive
Huntsville, AL 35899

Upon issuance of the State Bond Issue Purchase Order, the department is to distribute the copies.

NOTE: There are to be four copies of the invoice certified by the vendor as being **"True, correct, and unpaid."** The vendor's signature is to be notarized. Attached to each copy of the invoice there must be a completed, signed, and dated **"State of Alabama Material Receipt"** confirming the receipt and conditions of all items covered by the invoice. All invoices are to be sent to Contracts & Grants Accounting.

Distribution

State Bond Issue Purchase Orders have five copies to be distributed as in Table 1.

Table 1, State Bond Distribution

Copy	Recipient	Instructions
White (1)	Vendor	Completely fill out this copy with the date and items being ordered. Show complete descriptions, prices, and total for order. Obtain signature approval by the Budget Unit Head or those persons to whom signature authorization has been delegated. Without this signature the order will not be valid.
Green (2)	State	Forward this copy with the Yellow copy to Contracts & Grants Accounting
Yellow (3)	Contracts & Grants Accounting	Forward this copy with the Green copy to Contracts & Grants Accounting upon issuance. A copy of the email approval from Procurement must be attached.
Pink (4)	Procurement Services	Forward this copy to Procurement Services
Gold (5)	Department	Retain for department files.

Voids

Before distribution: Justify the reason in a memo and send to Procurement Services with all remaining copies except the department copy (retain for your files). Notify the vendor if the vendor copy or the Purchase Order number has been released to them.

After distribution: Justify the reason in a memo and send copies to Procurement Services and Contracts & Grants Accounting.

Replenishment

Contact the Procurement Officer that is identified as the point of contact, and they will prepare a new batch of State Bond Issue Purchase Orders and contact you when they are ready for pick-up.

Record Retention

Retain State Bond Issue departmental copy in accordance with the state's record retention policy. (<http://www.uah.edu/finance/policies>)

II.36. Procurement of Materials and Maintenance Services

The following materials and maintenance items require approval by Facilities and Operations Administration before a Purchase Order can be issued. These items apply to all areas except Aerophysics and offices located at Redstone Arsenal.

- Any services normally provided by University departments
- Audio/visual installations
- Bulletin boards for corridors, hallways, and classrooms
- Cleaning equipment
- Cleaning services for upholstered furniture and carpet
- Federal and state flags and poles for outdoor use
- Fence installation
- Fire extinguisher equipment
- Keys and locks for buildings
- Landscaping services
- Pest control services and supplies
- Picnic tables
- Repairs and alterations that include:
 - Installation and/or repair of heating and air-conditioning equipment
 - Installation and/or repair of plumbing systems
 - Installation and/or repair of electrical systems and equipment
 - Building supplies and materials (e.g., paneling, sheet rock, lumber, hardware)

- Interior or exterior paint
- Installation, replacement, or repair of carpeting
- Installation or repair of drapes and Venetian blinds
- Purchase and/or installation of window glass

II.37. Lease Versus Buy Policy

The Office of Management and Budget Circular A-110, Section 44, requires analysis of lease and purchase alternatives, where appropriate, to determine the most economical and practical procurement for the Federal Government. The Principal Investigator decides, on a case-by-case basis, whether to lease or purchase. Lease arrangements may use either contract or grant funds. If funds are unavailable to purchase, multiple contracts may be used for lease arrangements.

II.38. Federal Acquisitions Regulations

Federal Acquisitions Regulations (FARs) apply to contracts and grants. Specific clauses pertaining to FARs must flow into bid documents and Purchase Orders that are over \$25,000.00. Office of Sponsored Programs will attach appropriate clauses to Requisitions and bid documents. Procurement Services will mail a copy of the appropriate clauses with Purchase Orders and bid documents.

II.39. Priorities and Allocations

The Defense Priorities and Allocations System (DPAS) was established to: (1) keep specific defense and energy production programs on schedule and (2) provide an administrative means of mobilizing the nation's economic resources during war or national emergency. The DPAS applies to certain metals and alloys and to programs of the following agencies / departments:

- Central Intelligence Agency
- Department of Commerce
- Department of Defense
- Department of Energy
- Department of the Interior
- Federal Aviation Administration
- National Aeronautics and Space Administration

During war or national emergencies the DPAS coverage can be expanded as necessary.

RATINGS

A contract that exceeds \$5,000.00 and falls within DPAS coverage receives either a DX rating or a DO rating. DX-rated contracts have a higher priority than DO-rated contracts because DX-rated contracts are for special defense programs designated by the President to have the highest national priority. All DX- and DO-rated contracts have priority over unrated contracts.

SUBCONTRACTS

When a contractor receives a contract governed by the DPAS, he or she becomes a self-authorizing consumer. A self-authorizing consumer is required by law to cite the contract's rating on any subcontracts issued to fulfill the contract. The subcontractor in turn becomes a self-authorizing consumer. The contractor/subcontractor can use the rating to replace inventory used to fulfill the contract/subcontract.

All government contracts governed by the DPAS must contain the following legend: "This contract is a rated order under the Defense Priorities and Allocations System (15 CFR 700)." When issuing a subcontract, a self-authorizing consumer must clearly state both of the following on the face of the subcontract:

- The supply or service being purchased is certified for use under the DPAS.
- The subcontractor is required to follow all applicable regulations in obtaining products and materials to fulfill the contract.

Refer to Section L of an Invitation For Bid or Request For Proposal and on various government procurement forms for the appropriate rating.

PRINCIPAL INVESTIGATORS

Principal Investigators with contracts containing a DPAS rating must indicate the required delivery date of the product or service ordered on Requisitions. Office of Sponsored Programs advises Procurement Services when Requisitions meet these criteria and provides the priority rating. Procurement Services includes on Purchase Orders:

- "This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR 700)."
- Priority rating
- Required delivery date: "Immediately" or "as soon as possible" do not constitute a delivery date.

II.40. Conservation of Resources

To the extent practical and economically feasible, products and services that conserve natural resources, protect the environment, and use energy efficiently should be preferred. Indicate such preference on Requisitions.

II.41. Code of Ethics

The following Code of Ethics has been adopted by the University from the National Association of Educational Procurement (NAEP):

1. Give first consideration to the objectives and policies of my institution.
2. Strive to obtain the maximum value for each dollar of expenditure.
3. Decline personal gifts or gratuities.
4. Grant all competitive suppliers equal consideration insofar as State or Federal statute and institutional policy permit.
5. Conduct business with potential and current suppliers in an atmosphere of good faith, devoid of intentional misrepresentation.
6. Demand honesty in sales representation whether offered through the medium of a verbal or written statement, an advertisement, or a sample of the product.
7. Receive consent of originator of proprietary ideas and designs before using them for competitive purchasing purposes.
8. Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a supplier; and/or be willing to submit any major controversies to arbitration or other third party review, insofar as the established policies of my institution permit.
9. Accord a prompt and courteous reception insofar as conditions permit to all who call on legitimate business missions.
10. Cooperate with trade, industrial, and professional associations, and with governmental and private agencies for the purpose of promoting and developing sound business methods.
11. Foster fair, ethical, and legal trade practices.
12. Counsel and cooperate with NAEP members; promote a spirit of unity and a keen interest in professional growth among them.

II.42. Meals / Business Luncheons / Receptions

Expenditures for employee meals are allowed to the extent that they are incurred while conducting University business or while on authorized travel. Reimbursements for meals while in travel status are covered separately under the University's travel guidelines. Meal expenditures are allowable for entertaining official guests and invited speakers, working meals, planning/administrative meetings, or recruiting employees. Expenditures for meals are not allowed if the meal has no business purpose. Expenditures for receptions are allowed to the extent they relate to an official University-sponsored event or program, or for educational purposes.

II.43. Moving Expenses

Moving expenses are allowable up to the amount specified in the employee's offer letter. Moving expenses typically include the cost of moving the employee's household belongings and the costs incurred en route to the University for both the employee and his/her family. Expenses related to establishing a residence are not considered moving expenses. If these expenses exceed the approved amount on the employee's offer letter it must be approved by the departmental VP in an additional letter.

II.44. Professional Licenses / Certifications

Expenditures for individuals to obtain or maintain professional licenses or certifications are allowed only in situations where such a designation is required for specifically assigned duties.

II.45. Subscriptions

Expenditures for subscriptions to periodicals, journals, newspapers, etc. are allowed to the extent that they support the work-related activities/purpose of the department or individual user. Items must be delivered to the subscriber's campus address. These resources must also be made available to other employees of the department.

II.46. Debarred / Suspended Vendors

Procurement Services must verify that the vendor has not been excluded from the Federal Procurement and Non-procurement Program prior to issuing Purchase Orders against Contract & Grant and cost sharing companion accounts. Office of Sponsored Programs requires all contractors/subcontractors sign a debarment certification at the time of the award. The General Services Administration (GSA) compiles and maintains a current list of all parties debarred, suspended, proposed for debarment, or declared ineligible by agencies or by the General Accounting Office. The electronic version is updated daily and is available via the internet at <https://www.sam.gov/portal/SAM/##11>

II.47. Contracts Prohibited with Vendors using Certain Telecommunication and Video Surveillance Services

Effective August 2020, there is a Federal Acquisition Regulation that prohibits contracting with entities using certain telecommunications and video surveillance services on equipment. Therefore, there are documents that must be sent to the vendor prior to the procurement of said items. We can only issue PO's once we receive the required certifications back from the vendor stating that none of the items are manufactured by an entity that has been disallowed according to the information provided by the System for Award Management (SAM).

For further information, please refer to the supporting documents on the UAH Business Services website via the following link: <https://www.uah.edu/business-services/news/15337-new-federal-acquisition-regulation>.

II.48. Cell Phones / iPads, and other Wireless Communication Devices

University policy allows reimbursement for the use of wireless communication devices to conduct University business (8/28/13). The policy provides a wireless communication supplement to eligible employees.

For additional information regarding this policy, contact the Telecommunication Services office at -256-824-6129. (<http://www.uah.edu/business-services/faculty-staff/telecommunications/wireless-communication-devices>)

II.49. Auction Purchases

eBay/online and auction purchases are not permissible due to the fact that the University does not have a procurement method to address the types of problems involving eBay and other online auction purchases.

II.50. Apparel / Logo Shirts / T-Shirts

The purchase of apparel, logo shirts, and T-shirts with state appropriated funds are permissible for authorized Student Organizations, UAH Administrative Offices, Colleges and Departments. However, some request may be deemed as an inappropriate use of state funds. To access the approvals required, colors, etc. that must be followed for authorization for these items you can go to the link below;

http://www.uah.edu/images/administrative/business-services/t-shirt_bid_b002384_colors_updated.pdf

T-Shirts displaying the University logo must be approved by the Office of Marketing & Communication.

II.51. Vehicles

Fleet Services, according to the Vehicle Safety Management Program, must approve Requisitions for the purchase or lease of vehicles. University policy does not permit the purchase, lease, or rental of 15-passenger vans from external vendors. Repair of any University vehicle must be approved and managed by Fleet Services.

Used vehicles when requested and bid must be brought to Fleet Services for a safety inspection and title examination prior to purchase. Any deficiencies noted in the safety inspection must be corrected prior to purchase. All newly acquired vehicles are to be delivered to Fleet Services, which will place information and insurance packets in the glove compartment and safety equipment in the trunk.

For rental of vehicles using a Purchase Order, Procurement Services will provide proof of insurance, as needed, by attaching a certificate of insurance to the Purchase Order. A copy of the certificate, "Vehicle Insurance Identification Card", may also be obtained from the website: <http://www.uah.edu/business-services/faculty-staff/business-services-2/about> For vehicles rented by an employee using a credit card, the employee may obtain a certificate of insurance, if needed, prior to travel from Procurement Services or from the website.

II.52. Awards / Gifts / Prizes

The Internal Revenue Service states that, under certain circumstances, the value of awards, gifts, and prizes to individuals is considered taxable income. Non-US citizens may be subject to additional tax rules depending on circumstances and treaty status. This policy addresses the payment or awarding items of value to students or non-employees. It must be noted that Scholarships are not addressed in this policy since the Financial Aid Office processes these documents.

Guidelines and the form are available on the Business Services website. Click on "*Prize Tax Data Guidelines & Form*": (www.uah.edu/business-services/faculty-staff/procurement-services/forms)

Gifts of Memorabilia

Items of memorabilia given to donors, visitors, alumni, students and potential students are allowed. Memorabilia includes but is not limited to signed team equipment, paperweights, mascots, etc. The memorabilia must be inscribed or imprinted with words and/or pictures identifying the University.

Limited Circumstances

In limited circumstances, appreciation gifts, Christmas cards, retirement cards, plaques and awards may be allowed if it is deemed that these expenditures are in the best interest of the University and promotes the purposes of the University. An employee shall receive written pre-approval from his/her Dean or Department Chair prior to making any expenditure contemplated by this section. Any reimbursement request for items contemplated in this section, shall be disallowed if such expenditure was made prior to receiving approval. Requisition requests should be supported in accordance with the Documentation provision herein. Additional information may be found in the UAH Expenditure Guidelines on the Accounting & Financial Reporting website (www.uah.edu/finance/policies).

II.53. Record Retention

Retain Requisitions in office for three years after the end of the fiscal year in which the records were created; then destroy. (<http://www.uah.edu/finance/policies>)

III. PURCHASE ORDERS

III.1. Policy

A Purchase Order is the formal document that authorizes the acquisition of goods or services for UAH. See Figure PS-5 for a sample Purchase Order.

No individual has the authority to enter into purchase contracts or in any way financially obligate the University except the Associate Vice President for Finance & Business Services. **Purchases made without a Purchase Order are unauthorized.**

III.2. Procedure

Purchase Orders will be issued after: (1) Requisitions are approved and processed and (2) bids are solicited and secured, if applicable. The individual originating the Requisition will receive a departmental copy of the Purchase Order through Campus Mail.

Every Purchase Order must contain a Statement of Certification of Compliance with Act No. 2006-557. See Section III.8, "Certification of Compliance."

III.3. Tax Exemption

UAH is an instrumentality of the state and is tax exempt, Certificate Number EX-742, Federal ID Number 63-0520830.

The University must pay excise tax on specific vaccines under 26 U.S. Code 4131. The University is subject to rental/lease tax, excise tax, lodging tax, utility tax, and tooling tax.

The current Alabama State Sales and Use Tax Certificate of Exemption form can be found on the Business Services website under the "Faculty & Staff," "Procurement Services," and "Forms" tabs; click on "Sales Tax Exempt Form." If someone requests the current form from you, you may forward the link directly to them.

http://www.uah.edu/images/administrative/business-services/tax_exempt_2018_.pdf

If for some reason that doesn't work, you may contact Business Services for assistance at 256-824-6484.

III.4. Expediting Delivery Status and Changes

Contact the Procurement Officer when you:

- Have questions about your Purchase Order.
- Receive incorrect or damaged merchandise.
- Receive duplicate shipments.
- Need shipping information.
- Need to return merchandise.
- Receive a shipment that you did not order.
- Check delivery status of the Purchase Order.
- Make changes to the Purchase Order.

When checking on status, making changes, or making returns please provide the Procurement Officer with the following information:

- Purchase Order number

- Vendor's name
- The item(s) in question
- Date item was received
- Method of receipt (i.e., Central Receiving or direct shipment)
- Reason for the return (for more information on returns, see below)

III.5. Returns to Vendors

Departments should contact the Procurement Officer to return items—**DO NOT CONTACT THE VENDOR**. Possible reasons to return items include: incorrect or damaged items, duplicate shipments, unordered items, or items unacceptable for other reasons.

Retain original packaging until advised by Procurement Services. The Procurement Officer obtains the necessary authorization from the vendor and coordinates the return to the vendor. See Section III.4, "Expediting Delivery Status and Changes," for information to provide the Procurement Officer.

The Procurement Officer will obtain necessary return authorizations, which are required by most vendors, and will coordinate the return with Central Receiving and Shipping. This procedure ensures proper insurance coverage and traceability of the items being returned. Items received against a Purchase Order are not to be returned by the U.S. Postal Service.

III.6. Central Receiving and Shipping Policy

Central Receiving and Shipping is the normal, central location for the receiving and shipping of University-purchased items. When alternate delivery arrangements are necessary, departments should designate the alternate delivery site on the Requisition. Departments should notify the Procurement Officer that handled the purchase of your order of any change in delivery site after the Purchase Order is issued. See the Central Receiving and Shipping section for additional information.

Large Items: The UAH forklift capacity is 6000-pounds. If ordering equipment larger than 6000-pounds, contact a Procurement Officer before the Purchase Order is issued to make arrangements for unloading.

III.7. Invoices

Invoices received from vendors must be forwarded to Accounts Payable. Accounts Payable will issue payment **only** after receiving an original invoice that references a UAH Purchase Order, and merchandise has been received or services provided.

III.8. Certification of Compliance

The following statement has been added to every Purchase Order:

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 accepting this Purchase Order, the vendor 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.

III.9. Record Retention

Retain Purchase Order departmental copy in office for three years after the end of the fiscal year in which the records were created; then destroy.
(<http://www.uah.edu/finance/policies>)

IV. CHANGE ORDERS

IV.1. Origination

A Change Order alters an existing Purchase Order (e.g., cost, items, quantities). A Change Order can be originated by: (1) the requisitioning department, (2) the requisitioning department per Procurement Officer's suggestion, and (3) Accounts Payable per Change Order Notice.

The Procurement Officer might request a Change Order to clear old, outstanding accounts that have not been billed or supplied or to alter information on previously issued Purchase Orders. In the event that an increase is needed of \$100 or less, an email approval will be accepted.

The requisitioning department should confirm receipt of merchandise against the Purchase Order. The department should contact the Procurement Officer when ordered merchandise is not shipped. When calling a vendor to make changes to a Purchase Order, all orders must have an authorized Change Order in place to support the change.

IV.2. Procedure

Submit an electronic Requisition for all changes, except vendor changes. You must obtain a new Requisition number for all other changes. Refer to the *UAH Banner Self-Service Requisitioning Workbook* for more details.

COMPLETING A CHANGE ORDER REQUISITION

1. At the Line Items and Commodities screen, type "CHANGE" in the Commodity Code field.
2. Enter the Purchase Order number to be changed in the Commodity Description field. Complete the Unit of Measure, Quantity, and Unit Price fields.

NOTE: If the Change Order is to INCREASE, place the amount of the increase (only) in the Unit Price field; if the Change Order is to DECREASE, place “one-cent” (\$0.01) in the Unit Price field and give a description of the reason for the decrease (with the amount of the decrease) in Document Text.

3. Select the underscored item number link to add Item Text for the first item. Describe the information regarding the altered item (e.g., stock number, model number, physical description).
4. Click on Commodity Validate.
5. For multiple items, continue with the remaining items up to a total of five items. The Commodity Code (i.e., CHANGE) is required only for the first item.
6. Use Document Text to provide a detailed explanation for the entire Change Order. Indicate if attachments are being forwarded to Purchasing.
7. Obtain all necessary approvals as with any other Requisition before an official Change Order can be released.

CANCELING ITEMS, ENCUMBRANCES, OR PURCHASE ORDERS

To cancel an item, or an entire Purchase Order, you must submit an electronic Requisition with a “one-cent” expenditure to request the cancellation. The one-cent expenditure is required to process the Requisition through the approvals. You may submit an electronic Requisition with a “one-cent” expenditure or an email to cancel the remaining balance, or an entire Purchase Order from a past fiscal year. The Change Order Requisition will be canceled when the Purchase Order cancellation is processed.

1. At the Line Items and Commodities screen, type “CHANGE” in the Commodity Code field.
2. Enter the Purchase Order number to be changed in the Commodity Description field. Complete Unit of Measure and Quantity. Type “\$0.01” as the amount in the Unit Price field.
3. Click on Commodity Validate.
4. Use Document Text to provide a detailed explanation for the Change Order.
5. Obtain all necessary approvals as with any other Requisition before an official Change Order can be released.

OTHER CHANGES

Account Code: To change the Account Code, submit a Change Order with the new Account Code. The Change Order dollar amount will be the same amount charged to the new Account Code. The old Account Code will remain on the Purchase Order with a “one-cent” encumbrance.

Vendor: To change the vendor or vendor address on a Purchase Order, notify Procurement of the new vendor name and/or address. Email the appropriate Procurement Officer to have the vendor or vendor's address changed on the PO. When changing the vendor, the original PO will be canceled, and a new PO will be issued to the vendor.

V. REIMBURSEMENTS

V.1. Policy

Individuals may receive reimbursement for using their personal funds to purchase supplies (no equipment) for UAH. While the purchase of some supplies is permissible with personal funds, it is preferred that all purchases are made through the use of Purchase Orders or the Procurement Card. Original receipts are required for all reimbursements.

If your reimbursement is coming from research funds, meaning contracts & grant or cost share funds, you must submit an electronic Requisition to receive your reimbursement. If your reimbursement is coming from state funds, you may submit an electronic Requisition or a Miscellaneous Voucher. In addition, your paperwork must include a justification as to why one of the normal purchasing processes could not be followed.

The *Miscellaneous Disbursement Voucher* is submitted when using non-research funds. This Voucher, along with original receipts, should be submitted to Accounting & Finance. The *Miscellaneous Voucher Disbursement* is available at <http://www.uah.edu/finance/forms>.

For information on tax exemption, please see Section III.3., "Tax Exemption."

V.2. Procedure

Miscellaneous Voucher reimbursements should be used only when the normal purchasing process cannot be followed. Routine purchases of goods and services should be handled through Procurement Services, through the use of Purchase Orders or the Procurement Card (P-Card). **UAH does not permit the purchase with personal funds and reimbursement for equipment, computers, iPads, computer peripherals, and items requiring prior University approval.**

All reimbursement requests require complete documentation, including a justification as to who, what, when, and why one of the normal purchasing processes could not be followed. Receipts must indicate that payment was made and clearly show the form of the payment. Original receipts must accompany any request for reimbursement.

VI. CONTRACTS FOR PROFESSIONAL SERVICES

VI.1. Policy

A contract is necessary whenever UAH departments require services that cannot be provided by an employee. Please see Section II.31, "Contracting Professional Services," for types of individuals frequently contracted.

To avoid violating tax laws, UAH must carefully consider those cases where UAH provides the work site, supervision, and materials and allows the Contractor to participate in employee meetings and other activities. Such cases may be interpreted as employee/employer relationships rather than contractual relationships. Please see Figure PS-6 for *Contract Guidelines* from the Office of Counsel.

NOTE: The labels "Employee" and "Contractor" are not conclusive; departments should contact the Office of Counsel for classification of individuals.

VI.2. Completing the Form

The Contract for Professional Services Form (Rev. 11/88, Figure PS-7) and *General Terms and Conditions* (Rev. 11/88, Figure PS-8) are available on the Business Services website at: <http://www.uah.edu/business-services/faculty-staff/business-services-2/contracts>

- A. Approved By — Obtain the signature of the Budget Unit Head or other person with authority for the budget, with name typed or printed below the signature.
Budget Unit Name — Enter the department initiating the contract.
Date — Enter the date the Budget Unit Head signed the contract.
Return Contract To — Enter the name and campus mailing address of individual who should receive copies of the completed contract.
General Terms Provided to Contractor (check) — Check this line to indicate that Contractor has received a copy of the General Terms and Conditions with the contract. After signing and returning the contract, the Contractor keeps the General Terms and Conditions.
- B. THIS AGREEMENT — Enter the name and complete address of the individual or company entering into the contract.
- C. Scope of Work — Describe the duties and services the Contractor is required to perform.
- D. Compensation — Enter the organization code to which payment is to be charged; check the applicable provisions (a, b, c, d, e, or f).
- E. Term — Enter the period in which services will be performed (Example: "September 15–19, 2012" or "During the month of April, 2013").

- F. Additional Provisions — Describe any provisions that are different from the General Terms and Conditions.
- G. Board of Trustees — Leave blank for signature.
Name — Type or print the vice president's name.
Title — Enter the vice president's title.
Date — The vice president enters the date he or she signs the contract.
- H. Contractor — Obtain the signature of the individual entering into the contract with UAH
Name — Type or print the name of the individual signing the contract.
Title — Enter the title of the individual signing the contract, if the Contractor is a company.
Address — Enter the Contractor's address.
Soc. Sec. No./Tax Identification Number — Enter the Social Security number or the Passport number if the Contractor is an individual; enter the Tax ID number if the Contractor is a company.
Date — Enter the date the Contractor signed the contract.

VI.3. Procedure and Approval

Departments should submit to Business Services all contracts for Professional Services **at least two weeks prior to the first day of the contracted assignment**. The procedure for completing a contract or contract amendment takes approximately **five to seven working days**. If a contract is issued after the official first day of the period specified in the contract, the department must issue an "After-the-Fact Justification" signed by the Originator.

DEPARTMENT

All departments, except Office of Sponsored Programs (for contract or grant agreements with regard to research and service activities) and the Division of Continuing Education (for standard-form instructor contracts for courses taught in the Division of Continuing Education), must follow this procedure:

- Obtain Budget Unit Head's signature.
- Provide *General Terms and Conditions* and obtain Contractor's signature.
- Include statement of Certification of Compliance with Act No. 2006-557 (See Section VI.7, "Certification of Compliance.")
- Send contract and one copy to Business Services.

BUSINESS SERVICES

Business Services completes review and approval of the contract according to this procedure:

- Review contract documents for consistency of names and references, including proposals, payments, and published materials, and register receipt of contract.
- Forward to Office of Counsel for complete review and approval.
- Obtain signature of department's vice president.
- Assign contract number.
- Return to the department a completed copy of contract, including number assignment and signatures, and retain the original contract on file in Business Services.

NOTE: All contracts issued to foreign nationals must be approved by Research Security and Immigration Administration before being submitted to Business Services.

VI.4. Amendments to Contracts

If a contract must be changed in any way, an Amendment (*Amendment of Contract Form*, Rev. 3/85, Figure PS-9) is necessary. Follow the same process and approval procedures for Amendments as for the original contract. **Attach a copy of the original Contract to the Amendment when submitting it to Business Services.**

VI.5. Payments Against Contracts

The department must submit an electronic Requisition to make payments against Contracts. An electronic Requisition for payment must contain the following information:

- Contract number
- Payment number ("First and Final" or "First (Second, etc.) of # of Payments")
- Social Security or Tax ID number
- Period in which service is performed

Payments are made either by Issue Check or Blanket Purchase Order.

ISSUE CHECK PURCHASE ORDERS

An Issue Check Purchase Order may be issued to make a payment on a Contract within the current fiscal year.

- Submit **one copy of the Contract referencing the Requisition for an Issue Check Purchase Order** along with any necessary invoice(s) or other backup.

BLANKET PURCHASE ORDERS

A Blanket, or Standing, Purchase Order may be issued to encumber funds for payment obligations against Contracts within the current fiscal year.

- Submit **two** copies of the contract, referencing the Requisition for a **Blanket Purchase Order**; one copy showing the Purchase Order number will go to Accounts Payable and the other copy will remain in Business Services on file with the Requisition.
- Departments then authorize payments by issuing a Memorandum Receiving Report and forwarding it to Accounts Payable. The MRR should show the payment number. Please see Section II.24, "Blanket (Standing) Purchase Orders," for more information.

VI.6. Vendor Disclosure Statement

Completion of the "Vendor Disclosure Statement" is required for:

- Professional Services Contracts
- Management contracts

VI.7. Certification of Compliance

The following statement must be included with every Contract for Professional Services:

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 accepting this contract, the contractor 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.

VI.8. Record Retention

Retain contracts in office for six years after expiration of the contract; then destroy.

(<http://www.uah.edu/finance/policies>)

VII. BIDS**VII.1. Policy**

Article 2, Section 41-16-20 of Public Contracts of the Alabama Competitive Bid Law establishes that contracts involving \$15,000.00 or more made for or on behalf of the Board of Trustees of the University of Alabama in Huntsville, regardless of nature,

shall be let by free and open competitive bidding, on sealed bids, to the lowest responsible bidder, except as otherwise provided. This policy is true for all contracts involving \$15,000.00 or more whether contracts involve labor, services, or work; or for the purchase or lease of materials, equipment, supplies, or other personal property.

EXEMPTIONS

Article 2, Section 41-16-21 of Public Contracts of the Alabama Competitive Bid Law states that competitive bids shall not be required for utility services where no competition exists or where rates are fixed by law or ordinance. Furthermore, competitive bids are not required for the following:

- The purchase of insurance by the State
- Securing the services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, and other individuals possessing a high degree of professional skills where the personality of the individual plays a decisive part
- Contractual services, purchases of personal property, purchases of commodities that have only one vendor or supplier, and other purchases which by their very nature are impossible to award by competitive bidding

SMALL BUSINESSES

Procurement Services facilitates Small Business, Small Disadvantaged Business, Labor Surplus Area Concern, and Historically Under-Utilized Business Zone participation by including these vendors on all possible University solicitations. Time frames for bid response, preparation, and delivery will be designed to facilitate qualified participation without being detrimental to either the program or sound purchasing practices.

VII.2. Bids and Pricing Guidelines

Bids will be solicited when considered to be in the best interest of the University. Procurement Services has the authority to use the guidelines of Table PS-2 to secure bids.

Table PS-2, Pricing Guidelines

Price Range	Procedure
\$14,000.00 and below	Procurement Services contacts vendors and receives quotations with no documentation required.
\$14,000.01 to \$14,999.99	Procurement Services receives quotations with supporting documentation attached to Requisitions (faxed or mailed to UAH).

\$15,000.00 and above	Whether single items or like items, Procurement Services will secure sealed bids. Requisitions for Sole Source commodities must be accompanied by a Sole Source Justification Form signed by the Principal Investigator and department director/chair/dean. Procurement Services will declare whether a Requisition is a sole source based on information provided.
------------------------------	---

New Rules that Govern Federal Awards

The Office of Management and Budget (OMB) issued Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in the Federal Register. This "Uniform Guidance" will replace the administrative, accounting, audit rules and principles currently promulgated in the OMB Circulars, including A-21, A-110, and A-133. Per the OMB webpage this guidance "will supersede requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up."

Based on the new **Uniform Guidance**, all orders using federal funds will be processed as follows:

\$3,000 - \$14,999.99 Procurement Services will obtain competitive pricing, if not currently available on a bid

\$15,000 and above Procurement Services will secure sealed bids, unless a Sole Source is requested and approved.

For additional information on the new Uniform Guidance, go to the following website: <http://www.uah.edu/osp/researcher-s-resources/new-omb-uniform-guidance>.

VII.3. Procedure

Requisitions of like items during a fiscal year will result in bid solicitation when the total cost exceeds the bid amount designated by the Alabama Competitive Bid Law.

Prior to bid solicitations, all electronic approvals for the Requisition must be obtained (see Section II.1, "Approval of Requisitions").

BID REQUESTS

Bids are opened for a two week period to allow vendors sufficient opportunity to respond. Bids are accepted at Procurement Services before the opening date and time designated on the bid request. Bids are stamped with the date and time they are received in Procurement Services. Faxed bids cannot be accepted.

General Conditions are included with each Request for Formal Bid. See Figure PS-10 for a sample copy of General Conditions. Also see Figure PS-11 for a sample of the Request for Formal Bid Quotation Form.

Every bid submitted must contain a statement of Certification of Compliance with Act No. 2006-557. See Section VII.11, "Certification of Compliance."

BID RESPONSES

Bid responses are tabulated by Procurement Services and then evaluated by the requisitioning department as required. After evaluation and documentation, the bid is awarded to the responsible low bidder meeting specifications. The Requisition is then processed into a Purchase Order to the successful bidder.

VII.4. Bid List and Vendor Selection

The Bid List used by Procurement Services comprises all vendors who have formally requested to be placed on the UAH Bidders List. Procurement Services will solicit bids to a vendor suggested by the department on the Requisition even if the vendor is not on the bid list.

Past performance and cooperation with UAH are important factors in vendor selection. At the Procurement Officer's discretion, all vendors who can provide quality products and services at competitive pricing will be considered for competitive bidding.

The Bid List is periodically updated by:

- Deleting those vendors who did not respond to a Request for Formal Bid for three consecutive times
- Adding Small Business and Small Disadvantaged Business vendors from directories and catalogs
- Consulting the Federal Purchasing Agencies listing and similar listings
- Consulting catalog sources such as the Thomas Register and vendors' catalogs

VII.5. Requirements

Indicate on the Requisition any special requirements or additional information pertinent to the processing of the Requisition. Examples include installation, alternate delivery site (other than Central Receiving), essential features, and maintenance requirements.

VII.6. Standing Bids

Procurement Services maintains standing, or long-term, bids with a variety of vendors for many goods and services. Any UAH department may use these standing bids regardless of originator.

VII.7. State Contracts

Procurement Services maintains copies of State Contracts released by the State of Alabama, Department of Finance, Division of Purchasing. These Contracts may be used by the University Community for various commodities. These Contracts are also available on the web at: http://purchasing.alabama.gov/pages/active_contracts.aspx

VII.8. University Contracts and Pricing Agreements

Procurement Services maintains and monitors University-established Contracts and pricing agreements that may be used to purchase various commodities and services. In addition, the University is able to use contracts competitively bid by some purchasing groups, and those are made available as well.

VII.9. Consortium Bids

Procurement Services maintains bids in cooperation with the University of Alabama System. The System is composed of the University of Alabama in Huntsville, The University of Alabama at Birmingham, and The University of Alabama. These contracts may be used by the University Community for various commodities.

VII.10. Vendor Disclosure Statement

Completion of the "Vendor Disclosure Statement" is required for:

- Bid packages for contracts in the amount of \$15,000.00 or more with the successful bidder
- Construction contracts
- Sole source purchases in the amount of \$15,000.00 or more
- Public Works in the amount of \$15,000.00 or more
- Professional Services Contracts

VII.11. Certification of Compliance

The following statement is included with every Request for Formal Bid:

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 accepting 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.

VII.12. Record Retention

Retain bids permanently. (<http://www.uah.edu/finance/policies>)

VIII. INSURANCE

VIII.1. Types of Coverage

Business Services obtains insurance coverage for the University. Among the policies administered by Business Services are Fire and Extended Coverage, which insures all University-owned buildings and contents, and Fleet Insurance, which provides primary physical damage coverage for all University-owned, 10-year-old and newer vehicles. In addition, coverage is provided for all “hired” vehicles, which includes those rented by University employees for use in University business. Property damage coverage carries a \$1,500.00 deductible. However, when driving a personal vehicle on University business, the driver’s insurance would be considered primary and the University’s fleet coverage secondary.

FLEET SERVICES

University employees may use University-owned vehicles for local and out-of-town travel when on official business. These vehicles are available through Fleet Services, administered by Facilities and Operations Administration according to established institutional policies. For more information, go to <http://www.uah.edu/facilities-and-operations/facilities/fleet> or call 256-824-6482.

NOTE: *Check with Business Services before renting a vehicle. There may be a contract in place, that has insurance included in the vehicle rental.*

VIII.2. Accidents

A University employee involved in an accident while driving a University-owned, personal, or rental vehicle on official business should do the following:

- **Never** admit fault or imply that UAH will pay damage or personal injury expenses to the other driver(s).
- Do not move the vehicle.
- Call University Police if on campus; otherwise call city, county, or state police as appropriate.
- Obtain insurance and pertinent personal data (e.g., name, address, telephone number) from the other driver(s).
- Advise the other driver(s) to contact the Risk Management and Insurance Office at 256-824-6633 regarding questions after the accident.

- Obtain the name and address of the investigating agency and the amount of the fee to get a copy of the accident report when the accident occurs out-of-town (and especially out-of-state).

If asked for information on the University's insurance carrier, the employee should refer to the information in the glove compartment of the vehicle.

VIII.3. Accidents Involving Bodily Injury

Follow the procedures outlined above in Section VIII.2, "Accidents." In addition, obtain the following information about the injured party (ies):

- Name, address, and telephone number
- Hospital to which the party was transported
- Ambulance service used
- Type and extent of injuries (if known by the employee)
- Other available information

VIII.4. Post-Accident Procedure

The employee must notify his or her supervisor, Fleet Services at 256-824-6482, and the Risk Management and Insurance Office at 256-824-6633 and his or her supervisor about the accident as soon as possible and provide them with all relevant information. Within 24 hours following the accident (except weekends and holidays), go to The Office of Counsel in the Student Services Building.

- Provide information to complete the Alabama Department of Public Safety Form SR-13, which must be filed with the state.
- Sign the form, which UAH will send to Montgomery to help the State enforce its mandatory automobile insurance law.

Be prepared to help obtain a copy of the accident report from the agency conducting the investigation.

VIII.5. Claims and Lawsuits

Any claims resulting from the accident are handled cooperatively by the UAH Office of Counsel and Facilities and Operations Administration. If the other driver appears to be at fault, a claim will be filed with that driver's insurance carrier. If the University's claim is not paid voluntarily, a lawsuit will be filed against the other party.

NOTE: The University maintains liability insurance to protect employees against claims of negligence and fault in an accident. Both the University and the employee are insured under

that policy. An insurance adjuster, working with the Office of Counsel, deals with the other party to resolve claims.

The employee will probably be called as a witness in the event of litigation. The employee may be contacted by an attorney or adjuster about the accident. Unless the adjuster is associated with the University's automobile insurance carrier, the employee should refer any such contacts to the Office of Counsel. **Do not discuss the accident with any representative of the other party until after talking to an attorney in the Office of Counsel and then only pursuant to the attorney's advice.**

COMPREHENSIVE AND COLLISION COVERAGE

Comprehensive and collision coverage are in place for vehicles rented on behalf of the University. The driver must have a Travel Authorization on file before taking a trip out of state. The University coverage on a rental vehicle applies only to vehicles used on official University business.

Any questions concerning these policies and procedures or other issues in connection with Fleet Services' vehicle accidents can be addressed to the Risk Management & Insurance Office. The Vehicle Safety Management Program is posted on the web at: www.uah.edu/rmi/policies-and-procedures and www.uah.edu/facilities-and-operations/facilities/fleet.

IX. SURPLUS PROPERTY

IX.1. Policy

All state-owned property designated unusable or obsolete must be declared surplus. Any state-owned property can be transferred to another department or state agency. Otherwise, UAH recycles or auctions surplus items according to Alabama State Law or obtains sealed bids for surplus property sales on special and unique items. (UAH reserves the right to reject bids less than estimated market value.) Other situations are reviewed by Procurement Services on a case-by-case basis, according to Alabama State Law, to determine acceptable procedures. Refer to Central Receiving & Shipping, Section IV, for procedures to declare items as surplus.

Procurement Services

Attachments

PROCUREMENT SERVICES ATTACHMENTS

List of Figures

FIGURE PS-1	.	.	.	Banner Finance Self-Service (FSS) Request Form
FIGURE PS-2	.	.	.	Flow Diagram of Requisition Procedure
FIGURE PS-3	.	.	.	Commonly Used Banner Account Codes
FIGURE PS-4	.	.	.	Sole Source Justification Requirements
FIGURE PS-5	.	.	.	Purchase Order
FIGURE PS-6	.	.	.	Contract Guidelines
FIGURE PS-7	.	.	.	Contract for Professional Services
FIGURE PS-8	.	.	.	General Terms and Conditions
FIGURE PS-9	.	.	.	Amendment of Contract
FIGURE PS-10	.	.	.	General Conditions
FIGURE PS-11	.	.	.	Request for Formal Bid

Figure PS-1

The University of Alabama in Huntsville Banner Finance Self-Service (FSS) Request Form				
Step One - Application Information				
Name: _____ <div style="display: flex; justify-content: space-around; font-size: small;"> First MI Last </div>	Phone: _____ Email: _____ @UAH.EDU Fax: _____			
Department Name: _____ Banner ID: A _____ OR SSN # _____				
Step Two - Check Module Requested				
<input type="checkbox"/>	Finance Self Service Includes Budget and Encumbrance Queries, View & Approve Documents, Purchase Requisitions, and Budget Transfers.	<input type="checkbox"/> Posting Only	<input type="checkbox"/> Query Only	<input type="checkbox"/> Both
<input type="checkbox"/>	Budget Development Restricted to only those who develop the annual budgets.			
Step Three - 6 Digit Organizational Code Requested				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Step Four - Applicant's Signature				
I consent to the monitoring of my use of these computing resources for the purpose of accountability and authorized use. I understand that I am subject to disciplinary action and/or criminal prosecution for unauthorized use. I have read, understood, signed and will comply with the University Computer & Network Use Policy & the University Confidentiality Statement				
_____ Signature		_____ Date		
Step Five - Department Authorization				
I approve the requested access for this employee. I agree to notify Budget Office (MDH 221) when the applicant is terminated from the University or no longer needs access to FSS.				
Signature: _____ Title _____	Name (Print): _____ Date: _____			
(To Be Completed by Office of Budgets & Management Information) Madison Hall 221				
<input type="checkbox"/> The applicant has received training in Banner Self-Service				
Fund _____	Fund _____			
Organizational Code _____	Organizational Code _____			
_____ Approved	_____ Date	_____ Position #		

Figure PS-2

FLOW DIAGRAM OF REQUISITION PROCEDURE

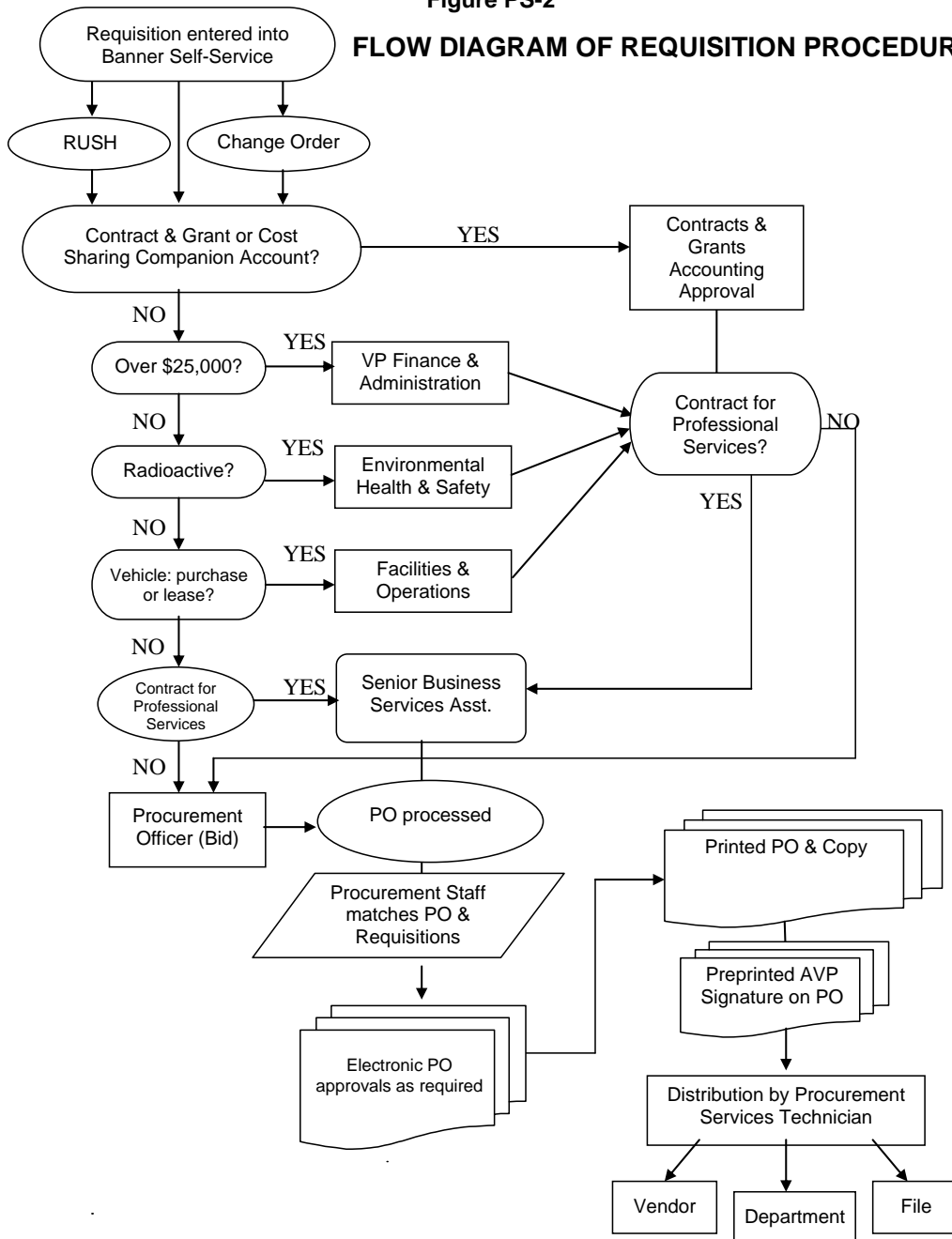


Figure PS-3
Commonly Used Banner Account Codes for Requisitions

Banner Account Code	Category
7103	Honorariums and Consultants ¹
7151	Advertising
7152	Institutional Dues and Memberships
7153	Institutional Subscriptions
7156	Postage and Freight
7159	Telephone Expense
7167	Printing
7168	Binding and Publications
7170	Bulletins and Catalogs
7171	Page Charges
7172	Internet/Web Services
7174	Software Purchase
7175	Software Maintenance Support
7205	Travel: Air
7210	Travel: Rail/Bus
7216	Travel Over 60 Days Taxable
7220	Travel Expense ²
7229	Vehicle Rental
7230	Personnel Recruitment
7231	Personnel Recruitment Advertisement
7232	Moving Expense
7245	Travel Expense: Non-Employee <i>For reimbursement of expenses or travel.</i>
7304	Maintenance and Repair: Equipment
7306	Maintenance Agreements
7310	Hazardous Material Handling
7312	Rental of Equipment
7313	Rental of Premises
7314	Lease of Vehicles
7317	Vehicle Fuel Charges
7318	Maintenance & Repair – Athletic Fields
7319	F&O Mechanical Contractor
7320	F&O Electrical Contractor
7321	F&O Other Contractor Service
7404	Office Supplies
7406	Educational Supplies
7425	Books: Non-Library
7428	Other Supplies and Materials
7430	Chemical Supplies
7431	Radioactive Materials
7432	IPods, PDAs, etc.
7433	Computer and Peripheral Supplies
7434	Laboratory Supplies
7435	Supplies: Equipment Manufacturing ³ <i>Will not incur indirect charges.</i>
7436	Supplies: Equipment Manufacturing ³ <i>Will incur indirect charges.</i>
7437	Supplies: UAH Bookstore

Revised 06/2016

Banner Account Code	Category
7453	Internal Enhancements(\$2000-\$4999)
7454	Other Equipment (\$2000-\$4999)
7455	Musical Instruments/Equipment \$2,000 - \$4,999
7456	Computers & Peripherals (Federally funded) \$0 - \$4,999.99
7457	Audio Visual (Federally funded) \$0-\$4,999.99
7458	Other Equipment (Federally funded) \$0-\$4,999.99
7464	Computers & Peripherals \$500-\$999.99
7465	Computers & Peripherals \$1,000-\$4,999.99
7466	Audio Visual under \$1,000
7467	Audio Visual \$1,000-\$4,999.99
7468	Other Equipment under \$1,000
7469	Other Equipment \$1,000-\$4,999.99
7603	Business Conferences and Luncheons
7604	Plaques and Awards
7605	Cash Awards
7612	Registration Fees: Conferences
7621	Other Miscellaneous Operating Expenditures
7633	Miscellaneous Reimbursement Over 60 Days Taxable
8101	Movable Equipment (excluding vehicles) ⁴
8103	Internal Enhancements over \$5000 ⁵
8105	Equipment Special PR ⁵
8107	Vehicles
8108	Payment on Equipment Obligations (Lease-Purchase)
8109	Fixed Equipment <i>For equipment and fixtures to be attached to a building which increases the value of the building.</i>
8111	Fixed Equipment-not capitalized (improvement) \$5,000 and above
PROFESSIONAL SERVICES CONTRACTS CODES	
7114	Contract: Not an individual up to \$25,000
7115	Contract: Not an individual over \$25,000
7116	Contract: Individual up to \$25,000
7117	Contract: Individual over \$25,000

¹ Payments to individuals or companies performing consulting or other professional services. (Usually subject to IRS 1099 reporting.)

² Incurred by employees in connection with official travel outside the state of Alabama; per diem allowance incurred for travel within the state if travel is six hours or more.

³ Only used on Contracts and Grants FOAPAL.

⁴ For equipment purchases not associated with building construction. Equipment is defined as tangible personal property with a life expectancy greater than one year and having a unit cost of \$5000 or more.

⁵ When buying equipment to attach to existing equipment, you must indicate on the Purchase Order the existing equipment's ID number, serial number, etc.

NOTE: This is not an exhausted list of the Banner Account Codes.

Figure PS-4

The University of Alabama in Huntsville

Sole Source Justification Requirements

Section 41-16-20 of the Alabama Code Federal requirements of the Office of Management Budget (OMB circular A110 & A133) mandates that all contracts of whatever nature for labor, services or work or for the purchase or lease of materials, equipment, supplies or other personal property, involving \$15,000.00 or more made on behalf of the University of Alabama in Huntsville be let by free and open competitive bidding by sealed bids. However, in rare and unusual cases the Associate Vice President of Business Services may waive the competitive bid process and approve a sole source purchase. Completion of the sole source justification form is required for appropriate review.

DEFINITION

Sole Source is procurement in which only one vendor is capable of supplying the commodity or service. This may occur when the goods or services are specialized or unique in character. Written Justification must be provided. 'Sole' means 'the one and only'.

SOLE SOURCE JUSTIFICATION

The declaration of a "sole source" purchase must be exercised judicially and always with good faith. The goods or services "uniqueness" alone cannot qualify the producer or supplier of the good or service as a "sole service" of a good or service under Alabama's competitive bidding laws.

A Sole Source Justification must show that an equitable evaluation of comparable products has been made and that rejection of unsuitable products is based on technical deficiencies or a combination of other reasons. In cases where no other comparable source is known, whether at the manufacturer or distributor level, technical description of the product must be provided which is adequate to allow Procurement to make a thorough search and evaluation. It is important to remember that a sole source justification cannot be based on quality or price, since quality is subjective and price must be evaluated via competitive bidding.

If any of the exception(s) below describe the reasoning for this purchase, thus eliminating competition, proceed to complete the Sole Source Justification:

Product or service is unique

Available from only one sole source

Compatibility of equipment or supplies (list equipment)

Item specifically required for use in conjunction with grant or contract

Requirement is of a proprietary nature

Approximately five business days are required to evaluate and process a sole source request. You are asked to consider this when submitting a request, and allow sufficient time prior to deadlines (quote expiration, grant expiration, etc.) for the sole source request to be evaluated.

The University of Alabama in Huntsville
Procurement Services

**Request for
Sole Source Justification**

Requisition No. _____

VENDOR NAME & ADDRESS

TELEPHONE NO. _____

ITEM DESCRIPTION:

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT:

Use the following information as a guideline to support your sole source justification. In detail in the space provided, address the questions pertaining to your equipment. Submit this completed form, written quotes, and any other pertinent documentation as an attachment to the purchase requisition.

1. Does the product have special design and/or performance features, which are essential to your needs, such as unique capabilities, size constraints, portability, or instrument response time? ***If yes, list the technical reasons for requesting the purchase of a specific brand, type or vendor of equipment, services, or supplies.***

2. List comparable products/services and the reasons why they are not acceptable. Give vendor name, telephone number, model/catalog number, price and reason for rejection.

Continued on next page

Revised 06/2016

3. Is the requested item(s) an integral repair or replacement part/accessory compatible with existing equipment and available from the requested source only? If yes, list the existing equipment, manufacturer, model number and serial number.

4. Is the requested item(s) essential in maintaining experiment continuity? ***If yes, explain and specify how the purchase of other goods or services would jeopardize research.***

5. Explain in detail any additional determining factors that make this product unique. Attach any documents to support your statements.

6. Determination that anticipated cost will be fair and reasonable.

As the Principal Investigator, I certify that the above information is true and current to the best of my knowledge.

Signature of Principal Investigator Date

Signature of Director/Department Chairperson/Dean Date

Associate Vice President, Finance & Business Services or Director, Procurement & Business Services Date

Note: No Sole Source documentation will be approved without this official form including signatures by the appropriate officials.

Revised 6-12

Revised 06/2016

LAH
THE UNIVERSITY OF
ALABAMA IN HUNTSVILLE

SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS

Page 1

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS, CONTAINERS, AND PACKING LISTS.

R0075628

P0063348
FOAPAL

Dell Marketing LP
One Dell Way
Round Rock TX 78664

SHIP TO:
P0063348/R. Fields
UAH Central Receiving Bldg
301 Sparkman Drive
Huntsville AL 35899

MAIL ORIGINAL AND DUPLICATE COPIES OF INVOICE TO:
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
ACCOUNTS PAYABLE
HUNTSVILLE, AL 35899

PROCUREMENT CONTACT
Joy I. Benefield
PHONE

ESTIMATED DELIVERY

02/17/15

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			Reference UA Contract: T052128		
			Reference Quote: 700273067		
			Reference Revised Quote: 700773303		
1					
	2.00 EA		Laptop, Dell Latitude E5550/5550 CTO, Windows 7 Pro, English, 64-Bit; Includes Docking Station	1,465.7800	2,931.56
			Warranty: Dell Limited Hardware, 3 Yrs		
			ProSupport: 7x24 Technical Support, 3 Yrs		
			ProSupport: NBD Onsite, 3 Yrs		

- 1) PURCHASE ORDER TERM, SALES TAX, AND DISCLOSURE INFORMATION ARE POSTED ON OUR WEB SITE AT: <http://www.usab.edu/about/purchasing>
- 2) ITEMIZED PACKING LIST SHOULD ACCOMPANY EACH SHIPMENT.
- 3) ON ALL ORDERS WITH F.O.B. SHIPPING POINT, PLEASE PREPAY AND BILL FOR TRANSPORTATION CHARGES.
- 4) THE UNIVERSITY OF ALABAMA IN MONTGOMERY IS AN INSTRUMENTALITY OF THE STATE AND IS TAX EXEMPT. CERTIFICATE NOS. 02-750, FEDERAL ID. NOS. 02-5000000.
- 5) SEPARATE INVOICES MUST BE RENDERED FOR EACH PURCHASE ORDER.

DISCOUNT:	.00
ADDL CHARGES:	.00
TOTAL TAXES:	.00
TOTAL:	2,931.56

UAH AUTHORIZED PURCHASING OFFICIAL
SIGNATURE

DEPARTMENT COPY

An Affirmative Action/Equal Opportunity Institution

Figure PS-5 (continued)

The furnishing of materials, supplies, equipment, or services 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, dated 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".

Acceptance of this order constitutes agreement to the following order conditions.

NO BENEFIT CERTIFICATION: By accepting this Purchase Order, contractor certifies that no University employee or official, and no family member of a University employee or official, will receive a benefit from this University payment, except as has been previously disclosed in writing, to the University.

THE ORDER: Furnish the material specified in full accordance with conditions printed on the face and back hereof, and any other attachments made a part of this order.

ACCEPTANCE: This order is given for immediate acceptance by the Seller. Unless promptly notified to the contrary, the Purchaser will assume that the Seller accepts the order as written and that he will make prompt delivery on or before the date specified.

EQUAL OPPORTUNITY: The contractor and any subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), to the extent applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

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 accepting this Purchase Order, the vendor 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 414-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

CONTRACT CANCELLATION: The Purchasing Office has the right to cancel and contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited, to the following: (1) failure to delivery 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 the state or federal law; and (6) any other breach of contract.

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.

QUANTITY: Quantities furnished in excess of those specified in this order will not be accepted and will be held at Seller's risk, unless previously authorized by the University.

PURCHASE ORDER CHANGES: No changes in quantities, price, specifications, terms of shipping instructions, as set forth in this order will be allowed, except on written authority of the Purchasing Official.

WARRANTY OF SUPPLIES: The Vendor warrants that the supplies delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this order for a period of ninety (90) days from the date such supplies are accepted, unless otherwise provided herein.

ASSIGNMENT: The Vendor shall not assign this purchase order or any monies due to become due hereunder without the previous written consent of the University.

INSPECTION: All supplies purchased hereunder are subject to inspection and rejection upon receipt by the University, and rejected supplies may be returned at the Vendor's expense. Transportation charges paid by the University in returning rejected supplies shall be reimbursed by the Vendor. The University's count shall be final and conclusive on all shipments not accompanied by a package ticket. In addition to its right to return rejected supplies, in the event of delivery of supplies not in accordance with the requirements of this order, the University may notify the Vendor of such damages or deficiencies, and if not repaired or corrected by the Vendor within ten (10) days after receipt of such notice, or such additional time as may be mutually agreed to by the University and the Vendor, the University shall have the right to correct any damages, defects, insufficiencies or improprieties therein and do any other work necessary to put the supplies in condition for the use intended and the cost of such correction shall be deducted from monies due the Vendor under this order.

TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives the goods at the point or points of delivery.

REMEDIES AND APPLICABLE LAW: This agreement shall be governed by and Buyer and Seller shall have all remedies afforded each by the Uniform Commercial Code, except as limited by statute or otherwise provided herein. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Alabama as effective and in force on the date of this agreement.

FEDERAL ACQUISITION REGULATIONS: Federal Acquisition Regulations if attached are incorporated in this Purchase Order and is made an integral part thereof.

Additional terms and conditions will be posted on our web site at: <http://www.uah.edu/business-services/purchase-order-terms>

Revised 06/2016

Figure PS-6

CONTRACT GUIDELINES

1. The University should be designated in all contracts as “The Board of Trustees of the University of Alabama, for and on behalf of the University of Alabama in Huntsville.” An acceptable alternative designation is “The University of Alabama in Huntsville.” This designation should appear in the first paragraph of the contract where the parties are identified and at the signature block of the contract. Elsewhere in the contract the University may be referred to in “shorthand” manner, such as “Contractor,” “Lessee,” etc.
2. Clauses which require the University to indemnify or “hold harmless” the contractor are not acceptable. These clauses attempt to impose liability upon the University in violation of Article I, section 14 of the Alabama Constitution.
3. Any obligation of the University to maintain liability, worker’s compensation, or property insurance must be consistent with Alabama law and institutional policy. The University cannot name additional insured’s on its liability policy or issue certificates of insurance in the usual sense of that term in commercial transactions. Additionally, the University is not subject to worker’s compensation laws, although the University does follow the policy of compensating its employees for on-the-job injuries in a manner generally consistent with the Alabama’s worker’s compensation statutes.
4. The University cannot accept an arbitration clause or a provision under which the University waives venue and jurisdiction in connection with an attempt by the contractor to obtain a judgment against the University.
5. A contract must not include language or provisions which make the contractor an employee of the University or which purport to make the contractor an agent for the University.
6. University contracts must be governed by and construed under Alabama law.

Figure PS-7
CONTRACT FOR PROFESSIONAL SERVICES
(Front)

(A) Approved By: _____
Budget Unit Name: _____
Date: _____
Return Contract To: _____
General Terms Provided to Contractor (check): _____

CONTRACT FOR PROFESSIONAL SERVICES

(B) THIS AGREEMENT is made and entered into by The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama in Huntsville (herein, the "University") and _____ (herein, the "Contractor").

WITNESSETH:

IN CONSIDERATION of the mutual promises and covenants herein contained and other good and sufficient consideration, it is agreed by and between the parties as follows:

1. Scope of Work. The Contractor agrees to provide the following services:

(C)

2. Compensation. The University shall pay the Contractor (from Contract/Account No. _____) as follows (check one or more if applicable):

(D)

- a. _____ A fee in the amount of \$ _____.
- b. _____ A lump sum of \$ _____, all inclusive (fee, travel, lodging, food, etc.).
- c. _____ A fee based on effort expended and calculated at the rate of \$ _____ per _____ (if appropriate, complete following) but not to exceed a total of \$ _____.
- d. _____ Reimbursement for travel expenses in accordance with the per diem and mileage allowances provided under State law for persons traveling in the service of the State.
- e. _____ Reimbursement of actually incurred travel expenses, not to exceed \$ _____ per day/week/trip (Circle One).
- f. _____ Other: _____

Payment shall be made within 30 days after completion of contract, unless a different arrangement (e.g., monthly, upon proper billing, etc.) is herein set forth: _____

CONTRACT FOR PROFESSIONAL SERVICES (Back)

3. Term. This Contract shall be effective as of the date of its execution. All work and services required hereunder shall be provided within the following period of time:

4. General Provisions. Attached to this Contract are The University of Alabama in Huntsville General Terms and Conditions, which are hereby incorporated by reference into this Contract and made binding upon the Contractor with the same force and effect as if set forth in full herein.

5. Attorneys Fees. In the event of its default, the Contractor agrees to pay the University all attorney's fees and other costs, expenses, and charges reasonably incurred or paid by the University in successfully protecting or enforcing its rights hereunder.

6. Additional Provisions. Additional provisions shall be as follows (if more than one, identify as a., b., c., etc.):

7. Entire Contract. This Contract states the entire agreement between the parties with respect to the subject matter hereof and merges and/or supersedes all prior statements, representations, understandings, or agreements. No changes, modifications, or amendments shall be valid unless in writing signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Contract in duplicate originals.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA, for and
on behalf of THE UNIVERSITY OF
ALABAMA IN HUNTSVILLE

CONTRACTOR

BY: _____
Name: _____
Title: _____

BY: _____
Name: _____
Title: _____
Address: _____

Soc. Sec. No./Tax Identification Number _____

Date _____

Date _____

Purchasing
Rev. 11/88

Figure PS-8

**THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES CONTRACT**

TABLE OF CONTENTS

1. Standard of Performance.....	1	17. Compliance with Law.....	3
2. Inspection.....	1	18. Taxes.....	3
3. Assignment.....	1	19. Nondiscrimination.....	3
4. Force Majeure.....	1	20. Independent Contractor Relationship.....	3
5. Access to Facilities.....	2	21. Termination	3
6. Conduct on Premises.....	2	22. Claim.....	3
7. Loss of Contractor's Property.....	2	23. Notices.....	3
8. Signs or Displays.....	2	24. Consent.....	4
9. University Name—Limitations on Use.....	2	25. Waiver.....	4
10. Travel Reimbursement	2	26. Unenforceable Provision.....	4
11. Indemnification.....	2	27. Remedies.....	4
12. Encumbrances.....	2	28. Survival of Terms.....	4
13. Insurance.....	3	29. Representations and Warranties.....	4
14. Licenses and Permits.....	3	30. Construction Rules.....	4
15. Ethics Certification.....	3	31. Governing Law.....	4
16. Interest of Contractor.....	3		

The following terms and conditions apply to all Professional Services contracts entered into by The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama in Huntsville.

1. Standard of Performance. All services rendered by the Contractor and its employees, agents, or representatives in performance of this Contract shall conform to the highest standards of workmanship for the type of work involved. Each of the Contractor's employees performing services under this Contract shall be well qualified for the services he or she is performing. The Contractor warrants to the University that all work performed shall: (a) conform in all respects to all of the requirements of this Contract; (b) be free from all defects in materials and workmanship; and (c) be free from all defects in design and be fit for its intended purposes.

2. Inspection. The University, through its authorized representatives, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed by the Contractor.

3. Assignment. The Contractor may not assign, subcontract, or delegate performance of any of its rights or obligations under this Contract in whole or in part without first obtaining the prior written approval of the University. Any attempted assignment, subcontract, or delegation under this Contract shall be void and of no effect.

4. Force Majeure. The Contractor 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. The Contractor 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 the event of any excusable delay the date of performance shall be extended for a period equal to the time lost by reason of such delay on written approval of the University official to whom notices are to be given under this Contract.

5. Access to Facilities. The Contractor and its employees or agents shall have the right to use only those facilities of the University that are necessary to its performance of services under this

Contract and shall have no right of access to any other facilities of the University.

6. Conduct on Premises.

(a) The Contractor 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.

(b) The Contractor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damage to property located on University premises caused by its employees and agents. Accordingly, the Contractor agrees to take all necessary measures to prevent such injury and damage. The Contractor shall promptly repair, to the specifications of the University's Vice President for Finance and Administration, any damage that it, or its employees or agents, may cause to the University's premises or equipment. On the Contractor's failure to do so, the University may repair such damage and the Contractor shall reimburse the University promptly for the cost of the repair.

(c) The Contractor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Contractor will immediately notify the University's Vice President for Finance and Administration and thereafter furnish a full written report of such accident.

7. Loss of Contractor's Property. The University shall have no responsibility for the loss, theft, or mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the Contractor or its employees or agents.

8. Signs or Displays. The Contractor will not install any signs or other displays on the University's premises unless in each instance the prior written approval of the University's Vice President for Finance and Administration has been obtained.

9. University Name — Limitations on Use. The Contractor 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

- 1 -

- 2 -

specific written authorization of the University's Vice President for Finance and Administration. However, the Contractor shall be allowed to include the University on its routine client list for matters of reference.

10. Travel Reimbursement. If this Contract calls for reimbursement of the Contractor's actually incurred travel expenses, the University will reimburse travel expenses as follows: the cost of food, lodging, and miscellaneous expenses while in travel status, plus the cost of ground and / or air transportation. Reimbursement shall be limited to expenses which are actual, reasonable, and necessary. For travel by private vehicle, reimbursement shall be made at the rate of 0.25 per mile, and for travel by air it shall not exceed the cost of economy jet fare. Payment shall be made after presentation of an Expense Voucher (on a form supplied by the University) along with supporting receipts for all business expense exceeding \$25.00.

11. Indemnification. The Contractor agrees to indemnify and hold harmless the University, its trustees, officers, agents, employees, successors, and / or assigns from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal and bodily injury (including any resulting in death), damage to property, and / or other injury or damage arising out of or as a consequence of the Contractor's acts or omissions in performing under this Contract, its presence on the University's premises, or the existence of this Contract or any other matter related hereto. This indemnification agreement shall include all costs, including reasonable attorney's fees and court costs, incurred by the University in connection with the defense against any such claim of liability.

12. Encumbrances. The Contractor shall at all times keep the University free and clear from all encumbrances and liens asserted against or on account of it or its employees and / or agents, by any person, firm, or corporation for any reason whatsoever. If any such lien shall at any time be filed against the University's premises, and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the University may, but shall not be obligated to, discharge the same. All costs and expenses (including attorney's fees) incurred by the University in discharging the lien shall either be deducted from any payments due

the Contractor or be paid by the Contractor directly to the University.

13. Insurance. The Contractor shall maintain in force at all times during the term of this Contract, with responsible insurance carriers, the following insurance: (a) workmen's compensation insurance, to the extent coverage is required by law for the Contractor, in the amount of the statutory limits; (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 Contractor is involved in or related to its performance under this contract; and (c) general liability insurance, in appropriate amounts, if the nature and scope of the Contractor's activities in performing under this Contract would, in the exercise of reasonable prudence, dictate such coverage. The University shall have the right, by written notice to the Contractor, to require the Contractor to have and maintain such general liability coverage and to provide a Certificate of Insurance to the University with respect to one or more of the foregoing coverages. The University shall further, by written request, be made an additional insured on any of such policies of insurance.

14. Licenses and Permits. The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and it shall post or display in a prominent place such permits and / or notices as are required by law.

15. Ethics Certification. The Contractor hereby certifies that its entering into or performance of this Contract will not violate any provision of the Alabama Ethics Act.

16. Interest of Contractor. The Contractor 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 Contractor further covenants that in the performance of this Contract no such person having such interest shall be employed or engaged.

17. Compliance with Law. With respect to all activities carried out under this Contract and / or on University premises, the Contractor shall comply with all laws, rules, and regulations of duly

constituted authorities having jurisdiction over such activities.

18. Taxes. The Contractor shall pay when due all taxes or assessments applicable to it. The Contractor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

19. Nondiscrimination. The Contractor 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 Contract, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, or handicap. The equal opportunity clauses required under Executive Order 11246 and regulations issued thereunder are made a part of the Contract by reference.

20. Independent Contractor Relationship. The relationship of the Contractor to the University is and shall be that of an independent contractor in all respects under this Contract, and nothing herein shall be construed as creating any other relationship.

21. Termination. The University may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, either for the University's convenience or because of the failure of the Contractor to fulfill its contract obligations. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all service affected (unless the notice directs otherwise), and (b) deliver to the University all data, reports, summaries, and such other information and material as may have been prepared for and / or accumulated by the Contractor in performing this Contract, whether completed or in process.

22. Claims. Any alleged claim against the University for breach of this Contract or any other liability must be submitted to the Board of Adjustment of the State of Alabama, the exclusive means provided by the law of the State of Alabama for bringing claim against a state agency.

23. Notices. Any notice required under this Contract shall be in writing and shall be given by certified mail, return receipt requested, addressed as follows: if to the University, to the attention of the Director of Procurement Services, The University of Alabama in Huntsville, Huntsville, Alabama 35899; if to the Contractor, to the address shown on the Contract for Professional Service. The name and address to which mailings shall be

made may be changed from time to time by a notice mailed as set forth above.

24. Consent. Wherever in this Contract the consent of approval of a party is required or permitted, such consent or approval shall be in writing and shall be executed by an officer or agent of the party duly authorized to take such action. If a party fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

25. Waiver. The failure of any party to assert a right hereunder or to insist upon compliance with any term or condition of this Contract shall not constitute a waiver of that right, term, or condition nor excuse a similar subsequent failure to perform any such term or condition.

26. Unenforceable Provision. If any provision of this Contract, as applied to any party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Contract or the validity or enforceability of the Contract as a whole.

27. Remedies. All the parties' remedies and rights contained in this Contract shall be cumulative and shall not be in limitation of any other right or remedy which the parties may have.

28. Survival of Terms. All covenants, representations, and warranties of the Contractor contained in this Contract shall survive the termination or expiration of this Contract whenever necessary to carry out the reasonably intended purpose thereof.

29. Representations and Warranties. The Contractor covenants that all action required on its part has been taken to authorize and empower it to enter into and perform this contract and that it has and will continue to have throughout the term of this contract the full right to perform its obligations hereunder. The Contractor further represents that there are no prior or existing contractual commitments that would prevent it from entering into this Contract or from conducting the activities and carrying out the duties and obligations provided for hereunder.

30. Construction Rules.

(a) The captions and heading in this Contract are for purposes of convenience and reference only, and the words contained therein shall have no substantive effect and shall in no way be held to explain, modify, or amplify the meaning of the sections and provisions of this Contract to which they pertain.

(b) The words "shall," "will," and "agrees," as used herein are mandatory; the word "may" is permissive.

(c) Whenever the singular number is used herein, it shall, where appropriate, include the plural, and the neuter gender shall include the masculine and / or feminine.

(d) The language in all parts of this Contract shall in all cases be simply construed according to its fair meaning and not strictly for or against either party.

31. Governing Law. This Contract, and all matters or issues collateral to it, shall be governed by and construed in accordance with the law of the State of Alabama.

Procurement Services
Rev. 1/08

Figure PS-9
AMENDMENT OF CONTRACT

APPROVED: _____
NAME: _____
DATE: _____

AMENDMENT OF CONTRACT

BETWEEN

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA
FOR THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
("UNIVERSITY")

AND

"CONTRACTOR"

CONTRACT NUMBER _____
DATED _____ 20____

The parties to the Contract referenced above do hereby agree to the following supplemental and amendatory provisions.

All other provisions of said Contract remain unchanged.

In the event that a provision in this Amendment conflicts with any provision in the referenced Contract, the Amendment provision shall in every instance prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate originals.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA, FOR AND
ON BEHALF OF THE UNIVERSITY OF
ALABAMA IN HUNTSVILLE

CONTRACTOR

BY: _____
Name: _____
Title: _____

Date

Date

REV. 5/07

Revised 06/2016

Figure PS-10

GENERAL CONDITIONS

1. **Award:** The University of Alabama in Huntsville reserves the right to accept or to reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the University. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation, and past performance will be weighed along with the quality displayed in the samples submitted. Bids may be awarded either item by item, in products groups, or all or none, whichever appears to be in the best interest of the University. The University reserves the right to waive any or all formalities.
2. **Bid Withdrawal:** No bids may be withdrawn without approval from The University of Alabama in Huntsville Procurement Services. Any requests for withdrawal must be in writing to Procurement Services within five (5) days after opening date with justification for reason of withdrawal. More than two (2) such requests could result in removal from our bid list. No bid may be withdrawn after the issuance of purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to "Default of Contractor".
3. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in bid evaluation any cash discount of less than thirty (30) days duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid response. Bids containing "payment in advance" or "COD" requirements may be rejected.
4. **Applicable Law:** It is agreed this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Bidder represents and warrants that all article and services covered by this bid meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this bid.

The furnishing of materials, supplies, equipment or service to The University of Alabama in Huntsville under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964".

5. **Non-Collusion:** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid.
6. **New Products:** Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer's standard warranty will apply unless otherwise specified in the bid. All requests should be supplied complete, ready to be installed, including all cabling and connectors where applicable.
7. **Bonds:** Bid and performance security bond, when required will be indicated.
8. **Bid Submission:** Failure to submit a bid on the official UAH form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, UAH reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

All information shall be entered in ink or typewritten in the appropriate space on the form. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

All bids must be signed. Failure to do so will result in rejection of bid.

9. **Delivery:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by The University of Alabama in Huntsville.

Delivery time may be a criterion in awarding bids. Specify earliest possible delivery after receipt of order.

Failure to deliver within the time vendor specified in the bid will constitute a default and may cause cancellation of the contract. Refer to "Default of Contractor".

All prices quoted are to be F.O.B. delivered to The University of Alabama in Huntsville, Central Receiving Building, 301 Sparkman Drive, Huntsville, Alabama, 35899 (unless another F.O.B. point is stated by the University on bid form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated. If you are not quoting a delivered price, indicate your shipping point, and provide shipping cost for evaluation purposes.

10. **Bid Terms:** Show unit prices, extensions, and total price. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for minimum thirty (30) days from date of bid opening and any exception must be clearly stated.
11. **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made. Bid tabulations can be reviewed by accessing Procurement Services website at <http://uah.edu/business-services>. Click on "Vendors" then "Bid Awards".
12. **Bids are Public Record:** All bids become a matter of public record at bid award. The University accepts no responsibility for maintaining confidentiality of any information submitted with bid whether labeled confidential or not.
13. **Standards of Quality:** When a material, article or piece of equipment is identified in these specifications by reference to manufacturer's or vendor's name, trade name, catalog and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable UAH to determine if the product offered meets the requirements of the invitation. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an "Equal" product, such bid will be considered to offer the brand name product referenced in the invitation. The University of Alabama in Huntsville will be sole judge of EQUAL items bid.

14. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, Procurement Services may request an on-site premise visit to examine the facility.
15. **Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the

contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

16. **Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. **Contract Cancellation:** Procurement Services has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.
18. **Warranties:** Should merchandise described on this bid contain a manufacturer's warranty, bidders must state the warranty terms in the space provided on the bid. Bids offered for merchandise when no warranty applies must clearly state: "NO WARRANTY COVERAGE". Warranty information may be criteria in making this award. Failure of bidders to furnish this data may cause rejection of the complete bid as being non-responsive.
19. **Disclosure Statement:** The successful bidder will be required to file with Procurement Services a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by The University of Alabama in Huntsville.
20. **State of Alabama Immigration Law:** Pursuant to the State of Alabama Immigration Law, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
21. **Restrictions On Communications with University Staff:** From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the bid with any University administrator faculty, staff, or members of the Board of Trustees except:
- The Procurement Services representative, any University Procurement Official representing the University administration, or others authorized in writing by the Procurement Office and
 - University Representatives during Bidder presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder's response to this Solicitation.

Comment [BW1]: "therefrom" is correct

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

F.O.B. Point	TERMS	WARRANTY
UAH DESTINATION		
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL
BUSINESS CLASSIFICATION (see note below):	EMAIL ADDRESS:	

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

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

Certification Pursuant To Act No. 2006-557

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

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SIGNATURE

DATE

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

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

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

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

State of Alabama Immigration Law

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

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

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

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

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

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



CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

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

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

Comment [BW2]: This is the certification used by vendors who are not covered by the Immigration law because they are not located in Alabama and have no employees in Alabama. See the second subparagraph in the paragraph immediately above.

Comment [BW3]: There is no longer a requirement for affidavits.



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



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

DATE

BID NUMBER

RESPONSE DUE BY:

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

V
E
N
D
O
R

EMAIL

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.

OR EQUAL, REFER TO GENERAL CONDITIONS ON ATTACHED SHEET

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

NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION

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

TOTAL

➔

SIGNATURE _____

COMPANY REPRESENTATIVE

DATE _____

An Affirmative Action/Equal Opportunity Institution

PAGE 1