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

PHÓNE (256) 824-6484

DATE 03/05/2018 BID NUMBER **B002532**

RESPONSE DUE BY:

03/20/2018 1:30 PM

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

VENDOR NO.

DATE WILL NOT BE CONSIDERED. REQUEST FOR FORMAL BID

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT THE UNIVERSITY OF ALABAMA IN HUNTSVILLE, PROCUREMENT SERVICES, BUSINESS SERVICES BLDG.,

HUNTSVILLE, ALABAMA 35899. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING

CONTACT EMAIL
Judy Curtis curtisj@uah.edu

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

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

OR EQUAL, REFER TO GENERAL CONDITIONS ON ATTACHED SHEET

NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
01			The University of Alabama in Huntsville REQUESTS BIDS FOR TRASH COLLECTION AND RECYCLING AS PER THE ATTACHED SPECIFICATIONS.		
02			AWARD: NO AWARD INFORMATION WILL BE MADE AVAILABLE BY TELEPHONE, FAX, MAIL, OR EMAIL. ONCE THE BID IS AWARDED, THE AWARD INFORMATION AND TABULATION WILL BE POSTED TO OUR WEBSITE: WWW.The University of Alabama in Huntsville.EDU/BUSINESS-SERVICES CLICK ON "VENDORS", THEN "BID AWARDS".		
03					

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

TOTAL -

BID NUMBER: B002532

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE IS ACCEPTING BIDS FOR TRASH COLLECTION AND RECYCLING BEGINNING MARCH 20, 2018 AND ENDING FEBRUARY 28, 2019, WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL ONE-YEAR PERIODS. THE FOLLOWING SPECIFICATIONS WILL APPLY.

PROVIDE THIRTEEN (13) EIGHT-CUBIC YARD, ONE (1) TWENTY-CUBIC YARD AND FOUR (4) FOUR-CUBIC YARD REFUSE CONTAINERS FOR THE FOLLOWING LOCATIONS:

- (1) AT THE TOM BEVILL CENTER UAH CAMPUS
- (1) AT THE CONFERENCE TRAINING CENTER UAH CAMPUS
- (1) AT THE FITNESS CENTER UAH CAMPUS
- (1) AT THE AEROPHYSICS RESEARCH CENTER, BUILDING 6230 REDSTONE ARSENAL, ALABAMA
- (1) AT THE NATIONAL SPACE & SCIENCE TECHNOLOGY CENTER, 320 SPARKMAN DRIVE
- (1) AT CHARGER VILLAGE DINING HALL
- (1) AT THE UAH BARN (**TWENTY-CUBIC YARD**)

UNIVERSITY HOUSING LOCATIONS:

- (1) BESIDE 706 SOUTH LOOP ROAD
- (1) BESIDE 702 SOUTH LOOP ROAD
- (2) BEHIND CENTRAL CAMPUS RESIDENCE HALL
- (1) FRANK FRANZ HALL (1301 BEN GRAVES DRIVE)
- (1) NORTH CAMPUS RESIDENCE HALL (1301 BEN GRAVES DRIVE)
- (1) BEHIND 520 JOHN WRIGHT DRIVE (FRATERNITY/SORORITY HOUSING)
- (4) CHARGER VILLAGE RESIDENCE HALL (FOUR-CUBIC YARD ROLLER)
- (4) CHARGER VILLAGE RESIDENCE HALL EXPANSION (FOUR-CUBIC YARD ROLLER)

THE COLLECTION OF THE CONTAINERS SHALL BE AS FOLLOWS:

TOM BEVILL CENTER:

AFTER 9:00 A.M. SIX DAYS PER WEEK (MONDAY THROUGH SATURDAY).

CONFERENCE TRAINING CENTER:

AFTER 9:00 A.M. SIX DAYS PER WEEK (MONDAY THROUGH SATURDAY).

FITNESS CENTER:

TWO DAYS PER WEEK (TUESDAY AND FRIDAY).

AEROPHYSICS RESEARCH CENTER:

ANYTIME ONCE A WEEK (WEDNESDAY)

NATIONAL SPACE & SCIENCE TECHNOLOGY CENTER (NSSTC BLDG):

AFTER 9:00 A.M. TWICE A WEEK (ONCE ON TUESDAY AND ONCE ON THURSDAY).

UAH BARN – ON CALL AS NEEDED

UNIVERSITY HOUSING:

AFTER 9:00 A.M. AND BEFORE 11:00 A.M. AT **706** SOUTH LOOP ROAD AND **702** SOUTH LOOP ROAD AND 520 JOHN WRIGHT DRIVE. THESE ARE TO BE COLLECTED THREE TIMES PER WEEK ON MONDAY, WEDNESDAY AND FRIDAY. CENTRAL CAMPUS RESIDENCE HALL IS TO BE COLLECTED SIX TIMES PER WEEK – MONDAY THROUGH SATURDAY, AFTER 9:00 A.M. AND BEFORE 11:00 A.M.

FRANK FRANZ HALL AND NORTH CAMPUS RESIDENCE HALL ARE TO BE COLLECTED THREE TIMES PER WEEK ON MONDAY, WEDNESDAY AND FRIDAY, AFTER 9:00 A.M. AND BEFORE 11:00 A.M. BOTH CHARGER VILLAGE RESIDENCE HALLS ARE TO BE COLLECTED SIX TIMES PER WEEK, MONDAY THROUGH SATURDAY, AFTER 9:00 A.M. AND BEFORE 11:00 A.M. ALL CONTAINERS ARE TO BE COLLECTED AS SCHEDULED; EXCEPT ON LEGAL HOLIDAYS; IN WHICH CASE THEY ARE TO BE COLLECTED ON THE FOLLOWING WORKDAY.

ALL CONTAINERS SHOULD BE OF HEAVY-DUTY CONSTRUCTION STEEL AND LEAK PROOF. IN ADDITION, THESE CONTAINERS SHOULD BE NEW OR IN AS GOOD AS NEW CONDITION UPON INITIAL DELIVERY AND SHOULD BE KEPT IN THIS CONDITION. THEY SHOULD BE PAINTED A SUBDUED COLOR, PREFERABLY BLUE*. FINALLY, ALL CONTAINERS SHOULD HAVE LIDS THAT CAN BE EASILY OPENED BY PERSONNEL/RESIDENTS, YET CAN BE SECURELY CLOSED. (NOTE: UNIVERSITY HOUSING – PAINTED IN A SUBDUED COLOR, PREFERABLY BROWN*. ALL CONTAINERS SHOULD BE CHANGED OUT WHEN DEEMED NECESSARY BY THE DIRECTOR OF HOUSING FOR HEALTH, SANITATION AND OTHER REASONS).

ALL CONTAINERS MUST BE PERIODICALLY (AT LEAST EVERY 2 WEEKS) BE SPRAYED WITH A HEAVY DUTY TYPE OF INDUSTRIAL DISINFECTANT — LF10 HOSPITAL DISINFECTANT MANUFACTURED BY NATIONAL LABORATORIES OR AN EQUIVALENT DISINFECTANT. DURING THE SUMMER MONTHS (WARM WEATHER), EACH CONTAINER MUST BE SPRAYED AFTER EACH COLLECTION. **DOCUMENTATION OF SPRAYING SHOULD BE ONHAND AND AVAILABLE UPON REQUEST BY UAH PURCHASING DEPARTMENT.**

ALL TRUCKS ARE TO BE RADIO EQUIPPED TO PROVIDE FAST SERVICE IN CASE OF THE NECESSITY OF EMERGENCY PICK UPS OR OTHER PROBLEMS. ALL TRUCKS ARE TO BE IN GOOD WORKING ORDER AND APPEARANCE. THEY SHOULD BE WASHED REGULARLY. THEIR REAR DOORS ARE TO BE EQUIPPED WITH WATERTIGHT GASKETS TO PREVENT LIQUID SPILLAGE ON UAH PROPERTY. EVERY EFFORT SHOULD BE MADE TO PREVENT OIL LEAKS AND ANY SPILLAGE WILL BE CLEANED UP BY THE CONTRACTOR.

ANY GARBAGE AND/OR DEBRIS SPILLED BY THE CONTRACTOR, IN THE PROCESS OF COLLECTION WILL BE CLEANED UP BY THE CONTRACTOR.

THE BIDDER MUST:

- 1. COMPLY WITH ALL OSHA, STATE, CITY AND COUNTY REGULATIONS.
- 2. PROVIDE PROOF OF ADEQUATE LIABILITY INSURANCE.
- 3. FURNISH A LIST OF VENDORS, UPON REQUEST, THAT ARE PRESENTLY USING THEIR COLLECTION SERVICES.

IF THE CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS UNDER THIS AGREEMENT, THE CONTRACT MAY BE TERMINATED WITH A WRITTEN THIRTY (30) DAYS NOTIFICATION.

THE UNIVERSITY RECOGNIZES THAT ITS NEEDS MAY CHANGE AND THEREFORE, RESERVES THE RIGHT TO CHANGE THE QUANTITY AND THE SIZE (INCREASE OR DECREASE), THE PICK UP SCHEDULE AND THE LOCATION OF THE CONTAINERS. THE UNIVERSITY WILL MAKE EVERY EFFORT TO MAKE THE CHANGES WITH THE CONTRACTOR ON A FIVE DAY WRITTEN NOTICE.

Waste Specifications 2018

- Must be sent to Steam Plant
- Replace defective carts/bins within 24 hours of notice
- Pick up missed waste collection carts/bins within 24 hours of notice
- Offer opportunities to add periodic additional collection times (i.e. during move-in/move-out)
- Provide/collect roll-off dumpsters at request

COMMINGLED RECYCLING SPECIFICATIONS:

- Provide uniform recycling carts for the entire campus as needed
- Provide marketing materials for indoor recycling areas
- Provide marketing and labeling materials for outdoor carts and recycling areas
- Replace defective bins within 24 hours of notice
- Pick up for recycling should take place between Tuesday and Thursday
- Pick up missed Recycling carts within 24 hours of notice
- Offer Single Stream/Co-mingled Recycling of plastics #1, #2; paper; Aluminum

Does your company offer recycling of other products? If so please list them here		

<u>Site</u>	<u>Quantity</u>
UAH- Business Admin	2
UAH- Charger Union	2
UAH- Morton Hall	2
UAH- Central Receiving	1
UAH- Physical Plant Bldg	1
UAH- University Center	2
UAH- Engineering Bldg	2
UAH- Cramer Hall	6
UAH- Business Services Bldg	1
UAH- Optics Bldg	2
UAH- Tech Hall	3

UAH- Shelby King Hall	2
UAH- Shelby Center	3
UAH- Intermodal Center	0
UAH- South East Campus	2
Loop	2
UAH- Central Campus	2
Residence	
UAH- Frank Franz Hall	7
UAH- Charger Village	5
Residence	3
UAH- Salmon Library	1
UAH- Wilson Hall	1
UAH- Nursing Bldg	1
UAH- Spragins Hall	1
UAH- Material Science Bldg	1
UAH- Early Learning Center	1
UAH- Roberts Hall	1
UAH- Johnson Research	1
Center	1
UAH- Von Braun Research	2
Hall	۷
UAH- Student Services	2
Building	
Total	49

UNIVERSITY HOUSING (ALL LOCATIONS):

AFTER 9:00 A.M. AND BEFORE 11:00 A.M. AT 706 SOUTH LOOP ROAD, BEHIND CENTRAL CAMPUS, FRANK FRANZ HALL AND CHARGER VILLAGE. THESE ARE TO BE COLLECTED ONE TIME PER WEEK ON WEDNESDAYS.

QUOTE SHEET FOR BID B002167

FROM MARCH 20, 2018 TO FEBRUARY 28, 2019

1. QUOTE THE MONTHI		IOUS PICK UP SCH	EDULES FOR AN EIGHT
CUBIC YARD REFUSE			
ONE (1) PICK UP/WEE			
TWO (2) PICK UPS/WE			
THREE (3) PICK UPS/V			
FOUR (4) PICK UPS/WI			
FIVE (5) PICK UPS/WE			
SIX (6) PICK UPS/WEE	K: \$		
2. QUOTE THE COST FOR	EACH ADDITIONAL P	ICK UP ON AN AS N	NEEDED BASIS: \$
3. QUOTE THE COST FOR	EACH ADDITIONAL E	IGHT CUBIC YARD	CONTAINER: \$
WEEKLY COST (TEMPO	RARY):		
ONE (1) PICK UP/WEE	K: \$		
TWO (2) PICK UPS/WE			
THREE (3) PICK UPS/V			
FOUR (4) PICK UPS/W			
FIVE (5) PICK UPS/WE			
SIX (6) PICK UPS/WEE			
PLEASE PROVIDE A MON CONTAINER: ONE (1) PICK UP/WEE TWO (2) PICK UPS/WE THREE (3) PICK UPS/WE FOUR (4) PICK UPS/WE FIVE (5) PICK UPS/WE	FOUR YARD K: \$ EK: \$ /EEK: \$ EEK: \$	UR, SIX AND TWEN SIX YARD \$ \$ \$ \$ \$ \$	TWENTY YARD \$ \$ \$ \$ \$ \$ \$
SIX (6) PICK UPS/WEE	· ————	\$ \$	\$ \$
QUOTE A SET-UP CONTA	,	_	
PLEASE PROVIDE A WEI	EKLY COST FOR A CON	MINGLED RECYC	CLING BIN:
ONE (1) PICK UP/WEE	K: \$		
THE UNIVERSITY OF AL			
CONTRACT FOR FOUR (4) ADDITIONAL ONE (1)	YEAR PERIODS: T	HE PRICE FOR THE FOUR (4)

SUCCESSIVE ONE (1) YEAR PERIODS SHALL BE AS FOLLOWS:

FROM MARCH 20, 2019 TO FEBRUARY 28, 2020

1.	QUOTE THE MONTHLY COSCUBIC YARD REFUSE CONTONE (1) PICK UP/WEEK: TWO (2) PICK UPS/WEEK: THREE (3) PICK UPS/WEEK: FOUR (4) PICK UPS/WEEK: FIVE (5) PICK UPS/WEEK: SIX (6) PICK UPS/WEEK:		OUS PICK UP SCHE	DULES FOR AN EIGHT
2.	QUOTE THE COST FOR EACH	I ADDITIONAL PIO	CK UP ON AN AS N	EEDED BASIS: \$
3.	QUOTE THE COST FOR EACH	I ADDITIONAL EIG	GHT CUBIC YARD	CONTAINER: \$
W	EEKLY COST (TEMPORARY):		
	ONE (1) PICK UP/WEEK: TWO (2) PICK UPS/WEEK: THREE (3) PICK UPS/WEEK: FOUR (4) PICK UPS/WEEK: FIVE (5) PICK UPS/WEEK: SIX (6) PICK UPS/WEEK:	\$\$ \$\$ \$\$ \$\$		
	EASE PROVIDE A MONTHLY ONTAINER:	COST FOR A FOU	JR, SIX AND TWEN	TY CUBIC YARD REFUSE
	ONE (1) PICK UP/WEEK: TWO (2) PICK UPS/WEEK: THREE (3) PICK UPS/WEEK: FOUR (4) PICK UPS/WEEK: FIVE (5) PICK UPS/WEEK: SIX (6) PICK UPS/WEEK:	FOUR YARD \$ \$ \$ \$ \$ \$ \$ \$	SIX YARD \$ \$ \$ \$ \$ \$ \$	TWENTY YARD \$ \$ \$ \$ \$ \$ \$
Qī	UOTE A SET-UP CONTAINER I	FEE: \$		
P	LEASE PROVIDE A WEEKLY	COST FOR A COM	MINGLED RECYC	CLING BIN:
	ONE (1) PICK UP/WEEK:	\$		

FROM MARCH 20, 2020 TO FEBRUARY 28, 2021

1.	QUOTE THE MONTHLY COSCUBIC YARD REFUSE CONTONE (1) PICK UP/WEEK: TWO (2) PICK UPS/WEEK: THREE (3) PICK UPS/WEEK: FOUR (4) PICK UPS/WEEK: FIVE (5) PICK UPS/WEEK: SIX (6) PICK UPS/WEEK:		OUS PICK UP SCHI	EDULES FOR AN EIGHT
2.	QUOTE THE COST FOR EACH	H ADDITIONAL PI	CK UP ON AN AS 1	NEEDED BASIS: \$
3.	QUOTE THE COST FOR EACH	H ADDITIONAL E	GHT CUBIC YARD	CONTAINER: \$
W	EEKLY COST (TEMPORARY):		
	ONE (1) PICK UP/WEEK: TWO (2) PICK UPS/WEEK: THREE (3) PICK UPS/WEEK: FOUR (4) PICK UPS/WEEK: FIVE (5) PICK UPS/WEEK: SIX (6) PICK UPS/WEEK:	\$\$ \$\$ \$\$ \$\$		
	EASE PROVIDE A MONTHLY ONTAINER:	COST FOR A FOU	JR, SIX AND TWEN	TY CUBIC YARD REFUSE
CC	MIAINLK.	FOUR YARD	SIX YARD	TWENTY YARD
	ONE (1) PICK UP/WEEK:	\$	\$	\$
	TWO (2) PICK UPS/WEEK:	\$	\$	\$
	THREE (3) PICK UPS/WEEK:	\$	\$	\$
	FOUR (4) PICK UPS/WEEK: FIVE (5) PICK UPS/WEEK:	\$ \$	\$ \$	\$ \$
	SIX (6) PICK UPS/WEEK:		\$	\$
QŪ	JOTE A SET-UP CONTAINER I	FEE: \$	-	
ΡI	LEASE PROVIDE A WEEKLY (COST FOR A COM	MINGLED RECYC	CLING BIN:
	ONE (1) PICK UP/WEEK:	\$		

FROM MARCH 20, 2021 TO FEBRUARY 28, 2022

1.	QUOTE THE MONTHLY COSCUBIC YARD REFUSE CONTONE (1) PICK UP/WEEK: TWO (2) PICK UPS/WEEK: THREE (3) PICK UPS/WEEK: FOUR (4) PICK UPS/WEEK: FIVE (5) PICK UPS/WEEK: SIX (6) PICK UPS/WEEK:		IOUS PICK UP SCH	EDULES FOR AN EIGHT
2.	QUOTE THE COST FOR EACH	H ADDITIONAL P	ICK UP ON AN AS	NEEDED BASIS: \$
3.	QUOTE THE COST FOR EACH	H ADDITIONAL E	IGHT CUBIC YARD	CONTAINER: \$
W	EEKLY COST (TEMPORARY	·):		
	ONE (1) PICK UP/WEEK: TWO (2) PICK UPS/WEEK: THREE (3) PICK UPS/WEEK: FOUR (4) PICK UPS/WEEK: FIVE (5) PICK UPS/WEEK: SIX (6) PICK UPS/WEEK:	\$\$ \$\$ \$\$ \$\$		
	EASE PROVIDE A MONTHLY ONTAINER:	COST FOR A FO	UR, SIX AND TWE	NTY CUBIC YARD REFUSE
	ONE (1) PICK UP/WEEK: TWO (2) PICK UPS/WEEK: THREE (3) PICK UPS/WEEK: FOUR (4) PICK UPS/WEEK: FIVE (5) PICK UPS/WEEK: SIX (6) PICK UPS/WEEK:	FOUR YARD \$ \$ \$ \$ \$ \$ \$	SIX YARD \$ \$ \$ \$ \$ \$ \$	TWENTY YARD \$ \$ \$ \$ \$ \$ \$
QŪ	UOTE A SET-UP CONTAINER I	FEE: \$	_	
Pl	LEASE PROVIDE A WEEKLY (COST FOR A COM	IMINGLED RECYC	CLING BIN:
	ONE (1) PICK UP/WEEK:	\$		

FROM MARCH 20, 2022 TO FEBRUARY 28, 2023

1.	QUOTE THE MONTHLY COSCUBIC YARD REFUSE CONT		OUS PICK UP SCHI	EDULES FOR AN EIGHT
	ONE (1) PICK UP/WEEK:	\$		
	TWO (2) PICK UPS/WEEK:	\$		
	THREE (3) PICK UPS/WEEK:	\$		
	FOUR (4) PICK UPS/WEEK:	\$		
	FIVE (5) PICK UPS/WEEK:	\$		
	SIX (6) PICK UPS/WEEK:	\$		
2.	QUOTE THE COST FOR EACH	H ADDITIONAL PI	CK UP ON AN AS N	NEEDED BASIS: \$
3.	QUOTE THE COST FOR EACH	H ADDITIONAL EI	GHT CUBIC YARD	CONTAINER: \$
W.	EEKLY COST (TEMPORARY):		
	ONE (1) PICK UP/WEEK:	\$		
	TWO (2) PICK UPS/WEEK:	\$		
	THREE (3) PICK UPS/WEEK:	\$		
	FOUR (4) PICK UPS/WEEK:	\$		
	FIVE (5) PICK UPS/WEEK:	\$		
	SIX (6) PICK UPS/WEEK:	\$		
PL	EASE PROVIDE A MONTHLY	COST FOR A FOU	JR, SIX AND TWEN	TTY CUBIC YARD REFUSE
CC	ONTAINER:			
		FOUR YARD	SIX YARD	TWENTY YARD
	ONE (1) PICK UP/WEEK:	\$	\$	\$
	TWO (2) PICK UPS/WEEK:	\$	\$	\$
	THREE (3) PICK UPS/WEEK:	\$	\$	\$
	FOUR (4) PICK UPS/WEEK:	\$	\$	\$
	FIVE (5) PICK UPS/WEEK:	\$	\$	\$
	SIX (6) PICK UPS/WEEK:	\$	\$	\$
QI	JOTE A SET-UP CONTAINER I	FEE: \$	-	
P	LEASE PROVIDE A WEEKLY	COST FOR A COM	IMINGLED RECY	CLING BIN:
(ONE (1) PICK UP/WEEK: \$			

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

- 14. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, Procurement Services may request an on-site premise visit to examine the facility.
- 15. **Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 16. **Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the

continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

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

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

F.O.B. Point	TERMS	WARRANTY
The University of Alabama in Huntsville DESTINATION		
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL
BUSINESS CLASSIFICATION (see note	EMAIL ADDRESS:	
below):		

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 (WB), 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 subpart 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.

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

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 <u>www.uscis.gov/everify</u>
- 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

	(Company) University of Alabama that the Company is not located in temploy an individual or individuals within the State of
SIGNATURE OF COMPANY OFFICER	
PRINT COMPANY NAME	
PRINT NAME OF COMPANY OFFICER	
PRINT TITLE OF COMPANY OFFICER	

DATE



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 <u>Board</u>
 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).

. Name of Entir	y or Individual Completing this Form (proposed contracting party)
Entity Name:	
Individual Nar	ne:
Title:	•
Address Line	ii ii
Address Line 2	2:
City, State, Zip	Telephone:
2. UAS Entity w	ith which you propose an Agreement? (i.e. University, College, Department, etc.)
. Describe the p	proposed Agreement:
Goods and ser	vices to be provided:
Grant or propo	sal number (if applicable):
Amount or ant	icipated amount:
Term:	
Is the proposed	Agreement the result of a competitive or hid process?

4.	Have "You" (See definition above) previously provided goods and/ or services to UAS within the current or last fiscal year?
	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 ar addendum to this Disclosure Statement.
5.6.	Did the amount of goods and/or services identified in response to Question 4 total \$1,000,000 or more? Yes No 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? If yes, please provide the following information for each consultant or lobbyist.	_ No
	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 have against them.	
best of th been	signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to f my knowledge. By proposing or entering into an Agreement with UAS, I certify that no employee or official of UAS, no their family members or any business with which they may be associated, will receive a benefit from this contract, except as an disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relation may become known to me, and update this statement to disclose the same.	or any has
Sign	nature Date	