

# Alabama A&M University



**Maintenance of Research Equipment in Support of  
Biological and Environmental Sciences Department**

**Invitation to Bid (ITB) –**

**Bid No. 2K19-16B**

**Bid Submission Deadline: October 11, 2019 - 2 P.M. CST**

# Alabama A&M University

## Maintenance of Research Equipment in Support of Biological and Environmental Sciences Department

### Bid No. 2K19-16B

#### INTRODUCTION

Alabama A&M University (“University”) is seeking bids from qualified vendors to provide, namely the Biological and Environmental Sciences Department, maintenance of its equipment used in research.

Such equipment for maintenance shall include but not be limited to freezers, coolers, ice machines & environmental rooms and chambers: walk-in, standard, chest, and growth chambers; incubators, servers, ventilation and air conditioning units in support of researching needs. Please note that the agreement with the awarded vendor shall include annual full maintenance service to include service on an as-needed, break/fix, preventative and scheduled maintenance, and/or emergency basis for all such equipment required. Other maintenance needs within the scope of the agreement with the awarded vendor include quarterly preventative maintenance, inspection, cleaning, repairs, and labor.

Vendors should bid on this solicitation to provide a full maintenance program for the equipment outlined in this bid package. Vendors should bid as to support only the equipment outlined in this bid package.

**TERM:** The term shall be five (5) calendar years after notice of bid award. Alabama A&M University reserves the right to terminate a contract for cause or convenience at any time.

**PRICING:** The contract price offered by the vendor within the bid is to be honored for one calendar year after notice of bid award. At the end of each successive twelve (12) month during the term, the contract price may increase by an amount equal to the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics, or a comparable index if that index is not available, during the twelve (12) period immediately prior to the first day of the then current annual period; provided, however, that the percentage of increase of the contract price determined under this clause shall never exceed a maximum of three (3%) percent.

**Bid Reference Document:** Vendors should reference the Excel sheet for all the equipment to be included in the maintenance program.

The awarded vendor must follow Federal and State of Alabama laws and Alabama A&M University policies and procedures throughout the duration of the contract.



Purchasing Department  
P. O. Box 1627  
Normal, Alabama 35762  
(256) 372-5227 Office  
(256) 372-5223 Fax

## GENERAL CONDITIONS & GUIDELINES

1. **Requirements:** Alabama Agricultural and Mechanical University (“AAMU”, “the Awarding Authority”) must receive each vendor’s bid/proposal package in Vendor Registry no later than 2:00 P.M. Central Time on the bid/proposal submission deadline, which will also be the date and time of the bid/proposal opening. Unless otherwise noted, the bid/proposal opening will take place at:

Alabama Agricultural and Mechanical University  
Purchasing Department  
4900 Meridian Street  
Patton Hall, Room 305  
Normal, AL 35762

**Bids will accepted in both Alabama A&M University’s Vendor Registry and by hard copy submission. The above address is the address where sealed, hard copy submissions must be sent prior to or by the stated deadline.**

- 1) Go to Alabama A&M University’s Vendor Registry at this link  
<https://vrapp.vendorregistry.com/bids/view/bidslist?buyerid=55df4993-1fea-423e-a2af-7d0075907669>
- 2) We encourage you to register your business through Vendor Registry in order to be notified when a bid applicable to your company’s service or product offering has been published.
- 3) Click the link of the bid to which you are responding.
- 4) Questions must be submitted in Vendor Registry prior to the bid submission deadline. The Purchasing Director and/or his designee(s) will answer all questions prior to the bid submission deadline. Questions will only be accepted and answered within Vendor Registry.
- 5) Submit the bid package where required.
- 6) If you have any questions regarding how to use Vendor Registry, please contact Tim Thornton, Director of Purchasing by phone at (256) 372-8211 or email at [timothy.thornton@aamu.edu](mailto:timothy.thornton@aamu.edu)

2. **Bid/Proposal Preparation:** Alabama Agricultural and Mechanical University bid/proposal forms must be completed and returned as a part of the bid quote/proposal. Bids/proposals should be as thorough and detailed as possible so that AAMU may be able to properly evaluate a bidder's capabilities to provide the required products or services. All bidders must send descriptive literature and/or manufacturer's specifications along with any supplemental specifications necessary to compare the items bid/proposal with the requirements set forth in the bid/proposal form. Bidders are required to submit all items required in the bid/proposal package.

An authorized representative of the Bidding Agency shall sign ITB bid/proposal documents. All information requested must be submitted. Failure to submit all information requested may result in rejection of the bid/proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All supporting documentation submitted with the bid/proposal should be bound in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the University pursuant to the ITB shall belong exclusively to AAMU and be subject to public review.

3. **Oral Presentation:** Bidders who submit a bid/proposal in response to this ITB/proposal may be required to give an oral presentation of their bid/proposal to the Awarding Authority. This will provide an opportunity for the Bidding Agency to clarify or elaborate on the bid/proposal but will in no way change the original bid/proposal. If an oral presentation is to be required, the Awarding Authority will schedule the time and location of these presentations. Oral presentations are an option of the Awarding Authority and may not be required to be conducted.
4. **Bid Bonds:** It is required for any contract exceeding \$10,000 that the bidder submit with his or her bid a bid bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid/proposal to not exceed \$10,000. Bid bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit, or U.S. Treasury Notes in lieu of a bid bond. No personal checks or company checks will be accepted. If a bid bond, when required, is not included in a bid package, the bidder's bid package will not receive further consideration.
5. **Award:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") reserves the right to accept or to reject any or all bids/proposals and is not bound to accept the lowest bid if that bid is contrary to the best interests of the University. In making an award, intangible factors such as a bidder's service, integrity, conformity with specifications, transportation charges, terms of delivery, facilities, equipment, reputation, and past performance history will be weighed along with the quality displayed in the samples submitted (Ala. Code § 41-16-57 (a)). Bids may be awarded either item by item, in product groups, or all or none, whichever appears to be in the best interests of the

University. Selection shall be made of one bidder deemed to be fully qualified and best suited among those Bidders that submitted bids/proposals on the basis of the evaluation factors included in this ITB. Financial criteria shall be considered, but will not be the sole determining factor. After reviews have been conducted, the Awarding Authority shall select the Bidding Agency which has made the best bid/proposal and shall award the bid/proposal to that Bidding Agency. The Awarding Authority may cancel this ITB or reject any and all bids/proposals at any time prior to an award.

A bid/proposal accepted in error as the lowest responsible bid/proposal is null and void and AAMU, upon discovery of the error, may accept the lowest bid/proposal and award the contract to that bidder. (Attorney General's Opinion # 2002-071)

Under Ala. Code § 41-16-57 (c), the Awarding Authority may consider lifecycle costs in making its determination of the lowest responsible bidder.

Under Ala. Code § 41-16-57 (b), the Awarding Authority shall give preference to commodities produced in Alabama or sold by Alabama companies provided there is not a loss in price or quality. However, when the lowest bidder is a foreign entity, meaning that the vendor does not have a place of business within the State of Alabama, AAMU may award the contract to an "in-state" responsible bidder if his or her bid/proposal is within ten percent (10%) of the foreign entity's lowest responsible bid/proposal. AAMU may also award the contract to any of the following "in-state" responsible Bidders that are within ten percent (10%) of the foreign entity lowest bidder:

- A. A woman-owned enterprise
- B. A small business enterprise
- C. A minority-owned business enterprise
- D. A veteran-owned business enterprise
- E. A disadvantaged-owned business enterprise

If an "in-state" vendor is not within ten percent (10%) of the foreign entity lowest responsible bidder, the contract will be awarded to the foreign entity.

**6. Second Lowest Responsible Bidder:** An Awarding Authority can award the bid/proposal to the second lowest responsible bidder if the lowest responsible bidder defaults on the contract after the award has been made, but only under any of the following circumstances:

- A. The lowest responsible bidder notifies the Awarding Authority in writing that he or she will no longer comply with the contract's terms.
- B. The Awarding Authority documents the default in writing.

The second lowest responsible bidder shall only receive the award given that he or she agrees to all the terms and conditions in the original bid/proposal.

7. **Bid/Proposal Withdrawal:** No bids/proposals may be withdrawn without approval from Alabama Agricultural and Mechanical University's Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after the bid/proposal opening date with justification or reason for the withdrawal. More than two (2) such requests could result in removal from our bid/proposal list. No bid/proposal may be withdrawn after the issuance of a 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."

Alabama Agricultural and Mechanical University may remove any vendor from the Bidders List after a vendor fails to respond to three consecutive Invitation to Bid/proposal (ITB) requests.

8. **Bid/Proposal Rejection:** The Awarding Authority may reject any bid/proposal if the price is deemed excessive or the quality of the product inferior. (Ala. Code § 41-16-57 (c)) In the event only one bidder responds to an invitation to bid/proposal, the Awarding Authority may reject the bid/proposal and negotiate the purchase or contract, provided that the negotiated price is lower than the bid/proposal price and there are no change in specifications. (Ala Code § 41-16-50 (a) and Attorney General's Opinion # 98-140). In the event only one bidder responds to an invitation to bid/proposal, the Awarding Authority may also advertise for and seek other competitive bids/proposals. Where only one responsible and responsive bid/proposal is received, AAMU may only negotiate for a price lower than the single bid/proposal received.
9. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in the bid/proposal evaluation any cash discount of less than thirty (30) days of duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid/proposal response. Bids/proposals containing "payment in advance" or "cash on delivery (COD)" requirements may be rejected.
10. **Applicable Law:** It is agreed that 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/proposal 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 the date of this bid/proposal.

The furnishing of materials, supplies, equipment, or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids/proposals, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of an 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, 88<sup>th</sup> Congress, the "Civil Rights Act of 1964."

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

Before submitting proposal, each Bidder shall examine carefully all documents pertaining to the purchase.

Submission of bid will be considered presumptive evidence that the Bidder is conversant with the requirements of the documents and has made due allowance in his or her bid for all contingencies.

All information shall be typewritten or handwritten in the appropriate spaces on the forms. Mistakes may be crossed out and corrections inserted before submission of your bid/proposal. Corrections shall be initialed in ink by the person signing the bid/proposal.

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

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

15. **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 Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding bids/proposals. Specify earliest possible delivery after receipt of order. Failure to deliver within the time the vendor specified in

the bid/proposal will constitute a default and may cause cancellation of the contract. Refer to "Default of Contractor."

All prices quoted are to include Free on Board (F.O.B.) shipping to Alabama Agricultural and Mechanical University, Central Receiving Building, 453 Buchanan Way, Normal, AL 35762 (unless another F.O.B. point is stated by the University on the bid/proposal form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated in the bid/proposal requirements. If you are not quoting a delivered price, you must indicate your shipping provider / logistics carrier and all related transportation costs itemized in your bid/proposal for evaluation purposes.

16. **Bid/Proposal Terms:** Bidders must show unit prices, extensions, and total price, where applicable. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids/proposals shall remain firm for a minimum of thirty (30) days from the date of bid/proposal opening and any exceptions must be clearly stated.
17. **Bid/Proposal Opening:** Bidders may attend the bid/proposal opening, but no information or opinions concerning the ultimate award will be given at the bid/proposal opening or during the evaluation process. After the public opening of this bid/proposal, the results will not be available to Bidders not attending the opening until after an award is made.
18. **Bids/Proposals are Public Record:** All bids/proposals become a matter of public record at bid/proposal award. Alabama Agricultural and Mechanical University accepts no responsibility for maintaining confidentiality of any information submitted with bid/proposal whether labeled confidential or not.
19. **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 AAMU to determine if the product offered meets the requirements of the Invitation to Bid/proposal (ITB). Normally in competitive sealed bidding only the information furnished with the bid/proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal non-responsive. Unless the bidder clearly indicates in its bid/proposal that the product offered is an "Equal" product, such bid/proposal will be considered to offer the brand name product referenced in the invitation. References to manufacturers, suppliers, catalog numbers, etc.



are intended to establish quality standards and does not exclude bids/proposals from others as long as quality standards are met. Offers of equal items must state the brand and quality standard. Alabama Agricultural and Mechanical University will be the sole judge of Equal items bid.

20. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid/proposal request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.
21. **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/proposal from the defaulting contractor will be considered.
22. **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.
23. **Contract Cancellation:** The Purchasing Department 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 agreed upon contract duration; (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.
24. **Warranties:** Should merchandise described on this bid/proposal contain a manufacturer's warranty, Bidders must state the warranty terms in the space provided on the bid/proposal. Bids/proposals 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/proposal as being non-responsive.
25. **Disclosure Statement:** The successful bidder will be required to file with the Purchasing Department 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 Alabama Agricultural and Mechanical University.



Purchasing Department  
P. O. Box 1627  
Normal, Alabama 35762  
(256) 372-5227 Office  
(256) 372-5223 Fax

## **Contractor's E-Verify Clause and Affidavit**

Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012.

### **E-VERIFY – NOTICE (RFP)**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. *A response to this RFP/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.*

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

AFFIDAVIT 2

I, Jessica Rodriguez, a duly authorized officer or agent of Envirotech HVAC R, Inc. (contractor), do execute this affidavit on behalf of Envirotech HVAC R, Inc. (contractor) and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (*Code of Alabama (1975) § 31-13-9*), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Envirotech HVAC R, Inc. 583529

Name of Contractor

Envirotech HVAC R, Inc. Jessica Rodriguez

Signature of Authorized Officer or Agent of Contractor

Office Manager

Title of Authorized Officer or Agent of Contractor

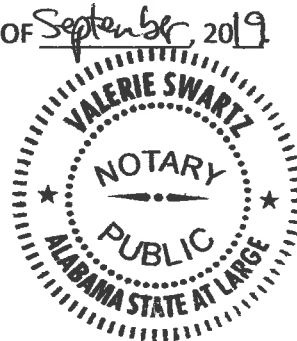
Jessica Rodriguez

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23 DAY OF September, 2019

Valerie Swartz  
Notary Public

My commission Expires: My Commission Expires 08/01/2023





ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY  
 PURCHASING DEPARTMENT  
 POST OFFICE BOX 1627  
 305 PATTON HALL  
 NORMAL, ALABAMA 35762  
 TELEPHONE: (256) 372-5227

DATE 09/20/2019	BID NUMBER 2K19-16B
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ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY, PURCHASING DEPARTMENT, PATTON HALL, NORMAL, ALABAMA 35762. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

RESPONSE DUE BY  
 10, 11, 2019  
 2:00 P.M.

**REQUEST FOR FORMAL BID**

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

CONTACT PHONE 256 372-5227  
 Tim Thornton

VENDOR NO.

V  
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R

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

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

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	EA	Contract price of Maintenance plan for research equipment listed in Excel worksheet for one (1) calendar year after notice of bid award - Total Addenda A through F	82,000	

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** \$82,000

SIGNATURE Jessica Rodriguez  
 COMPANY REPRESENTATIVE

DATE 9/23/19  
 An affirmative action/equal opportunity institution

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

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

F.O.B. Point <i>A&amp;M</i> <b>Purchasing Dept.</b>	TERMS <b>(5) years</b>	WARRANTY
AAMU DESTINATION ESTIMATED DELIVERY <b>9/24/19</b>	YOUR REFERENCE NO.* <b>BID # 2K19-16B</b>	QUOTATION EFFECTIVE UNTIL <b>10/31/19</b>

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

**Certification Pursuant To Act No. 2006-557**

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

Envirotech HVAC/R, Inc.  
COMPANY NAME (TYPE OR PRINT)

service 256-828-1548  
0-256-226-9678  
TELEPHONE NUMBER

Jessi Jessica Rodriguez  
SIGNER'S NAME (TYPE OR PRINT)

N/A  
FAX NUMBER

Jessica Rodriguez  
SIGNATURE

9/23/19  
DATE

Alabama Agricultural and Mechanical University 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.

Alabama Agricultural and Mechanical University 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.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A& M University is an instrumentality of the State and is federal, state and local tax exempt.

**SPECIAL NOTE:**

Manufacturer's published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

Envirotech HVAC/R, Inc.

ENTITY COMPLETING FORM

109 Spring Tanner Rd.

ADDRESS

Hazel Green, AL 35750

256-828-1548

TELEPHONE NUMBER

CITY, STATE, ZIP

Alabama A&M University

( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

4900 Meridian St. N

ADDRESS

Huntsville, AL 35811

TELEPHONE NUMBER

(256) 372-5000

CITY, STATE, ZIP

This form is provided with:

Contract  
  Proposal  
  Request for Proposal  
  Invitation to Bid  
  Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes  
  No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
Alabama A&M	18-19 Annual Service contract	\$74,900

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes  
  No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
N/A		

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public-employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
N/A			

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

**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. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.**

Signature: Jenica Rodriguez Date: 9/23/19  
 Notary's Signature: [Signature] Date: 9/23/19 My Commission Expires 08/01/2023  
 Date Notary Expires



Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$50,000.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Envirotech HVAC/R, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>109 Spring Tanner Rd</b>	
	6 City, state, and ZIP code <b>Hazel Green, AL 35750</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>												
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<b>or</b>												
<b>Employer identification number</b>												
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3	8	-	3									
8	6	2	2									
2	9											

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person <b>Jessica Rodriguez</b>	Date ▶ <b>9/25/19</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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Envirotech HVAC/R, Inc.  
109 Spring Tanner Rd  
Hazel Green, AL 35750

# PROPOSAL

Page No. 1  
of 1 Pages

PROPOSAL SUBMITTED TO:		PHONE 256-372-4159	DATE 7/31/19
NAME Alabama A&M University	JOB NAME Full Maintenance Contract- Annual		
STREET PO Box 1388	STREET		
CITY Normal	CITY	STATE	
STATE AL 35762			

We hereby submit specifications and estimate for:  
Annual Contract for coolers, freezers, growth chambers, and laboratory equipment.

Equipment List- see addendum A thru F Attached.

- Addendum A Total: \$16,500
- Addendum B Total: \$10,500
- Addendum C Total: \$12,000
- Addendum D Total: \$1,000
- Addendum E Total: \$26,300
- Addendum F Total: \$12,700
- Blanket Parts Plan Total: \$3,000

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of \_\_\_\_\_ dollars (\$ 82000 ) with payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance 60 days and it is void thereafter at the option of the undersigned.

Authorized Signature Jessica Rodriguez

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED: \_\_\_\_\_ Signature \_\_\_\_\_

DATE 7/31/19 \_\_\_\_\_ Signature \_\_\_\_\_

**Equipment List - Addendum A**

Item	Model	Serial	Manufacture	AAMU Tag ID#	Price	Room/Bldg.	Description of use:	In use
Environmental Rooms (3a)	Walk-In	6876-1	EIS Systems		\$2,500	124 ARC	Storing DNA & RNA kit samples	>5 yrs
	Walk-In	6876-2	EIS Systems		\$2,500	175 ARC	Storing reagents & samples	>5 yrs
	Walk-In	6876-3	EIS Systems		\$2,500	138 ARC	Storing samples	>5 yrs
	Walk-In	6876-4	EIS Systems		\$2,500	123 ARC	Storing samples	>5 yrs
	Walk-In	6876-5	EIS Systems		\$2,500	122 ARC	Storing samples	>5 yrs
(-80) Freezers	UL11790-3-A31	X15L-551748-XL	Revco	2159	\$2,000	162 ARC	For storing DNA, RNA, Protein samples	>4 yrs
	UL12586-9SL-A36	XZ2N-203473-YN	Revco	154584	\$2,000	162 ARC	For storing DNA, RNA, Protein samples	>5 yrs

**Equipment List - Addendum B**

Item	Make	Model	Serial	AAMU Tag ID#	Price	Room/Bldg.	Description of use:	In use
Freezer Dryer	Virtis Genesis	SOELB535EL	218242	138311	\$2,500	119 CCTW	To culture organisms	>5 yrs
Growth chamber(1&2e)	Conviron	PGW36	60240	163069	\$4,000	PGL CCTW	For plant breeding & genetic research	>5 yrs
	Conviron	PGW36	60241	163068	\$4,000	PGL CCTW	For plant breeding & genetic research	>5 yrs

**Equipment List - Addendum C**

Item	Make	Model	Serial	AAMU Tag ID#	Price	Room/Bldg.	Description of use:	In use
Freezer Walk-In R116	MOHO	MOH014662CF			\$2,000	116 CCBW	Used to store blood sample for future tests	>5 yrs
Cooler Walk-In R116	MOHO	MOH015X62CFMT			\$2,000	116 CCBW	Culturing & monitoring the growth of bacteria.	>5 yrs
Cooler Walk-In R119	MOHO	MOHO10X62C			\$2,000	116 CCBW	Culturing & monitoring the growth of bacteria.	>5 yrs
Freezer Walk-In R119	MOHO	MOHO14L62CF			\$2,000	116 CCBW	Storing blood samples for future tests	>5 yrs
Incubator -80 (room 116 CCS)		8974	827431-3	167955	\$2,000	116 CCS	Incubation	>5 yrs
Lamotte Duplex vacuua	IDR	IDR2180	2040B0307		\$2,000	Water Room ARC	To sustain vacuum in a heating system	>5 yrs

**Equipment List - Addendum D**

Item	Make	Model	Serial	AAMU Tag ID#	Price	Room/Bldg.	Description of use:	In use
Freezer Dryer	virtus genesis	25LGenesis	317369	AM4001425	\$1,000	101 CCBW	To reserve for materials that are heat sensitive such as proteins, enzymes, & microorganisms	>5 yrs

## Equipment List- Addendum E

Item	Make	Model	Serial	AAMU Tag ID #	Price	Room/Bldg.	Description of use:	In use
-80	Thermo electron cor	C90 10A33	11090E3A1A00000A	160893	\$2,000	A-129 CCTW	Biological reagents used to conduct tests	>5 yrs
Enviro. Chamber	espee	BLT433	613587		\$1,000	119 CCBW	Test the effects of enviro. conditions on biological items	>5 yrs
Enviro. Chamber	espee	BLT433	613644		\$1,000	119 CCBW	Test the effects of enviro. conditions on biological items	>5 yrs
Lowtemp Incu. 815	Precision	FFU20F3AW4	WB31016002	152590	\$1,000	CCTW	For plan studies	>5 yrs
Lowtemp Incu.	(Hot Side)	FFU2064DW8	WB71952262		\$1,000	CCTW	For bacterial culturing and fermentational studies	>5 yrs
Incubator	Fisher Scientific	UF30K-1410	00A864119	137945	\$1,000	CCTW	To grow & maintain microbiological and cell cultures	>5 yrs
Ice Machine	Scottman	CME256A5-1F	698238035	134822	\$1,800	ARC	To store samples	>5 yrs
Ice Machine	Manitowoc	RF0399A	M05608132011	N/A	\$2,000	ARC	To store & transport samples	>5 yrs
Ice Machine	Scottman	AFE424A-1A	160313200 131316	N/A	\$2,000	CCTW	To store, process & transport samples	>5 yrs
AMICO CORP. DUDLEY AIRCOM AMICO		3D0X2T1E0	2040A0307	2689	\$2,000	ARC	To control humidity	>5 yrs
-80	Thermal-Fisher	8973	842072167	3221	\$2,000	CARVER	Store blood & blood products samples	>5 yrs
Growth Ch.	Thermal-Fisher	3940	300100277	3959	\$2,500	CARVER	For plant breeding & genetic research	>5 yrs
Cuber Ice Machine	Manitowoc	B420	110818126	T31832	\$1,800	R116 CCBW	Cooling & controlling of samples	>5 yrs
Freezer Upright	TRUE	TM-24F	5221463	T31834	\$1,200	R116 CCBW	For general purpose of enzymes, DNA & RNA kits storage	>5 yrs
-80	Revco	UL1790-3	Y16B-1286111	144656	\$2,000	CCBW	For storing DNA, RNA, Protein samples	>5 yrs
-80	Thermal Scientific	TSU500A	152AT4A01A	168055	\$2,000	CCBW	For storing DNA, RNA, Protein samples	>5 yrs

## Equipment List- Addendum F

Item	Make	Model	Serial	AAMU Tag ID #	Price	Room/Bldg.	Misc repairs on domestic style refrigerators and freezers removed from contract.	Duration
-80	So-Low	Y85-18	607433	16168		125 ARC	Biological reagents used to conduct tests	>5 yrs
-80	Thermo	tm580a	148350101151211	168045		125 ARC	Biological reagents used to conduct tests	>5 yrs
Incubator	Thermo	Herrherm IMH180	41769604	168039		125 ARC	For microbial growth experiments	>5 yrs
Incubator	Thermo	Herrherm IMH180	41773707	168011		125 ARC	For microbial growth experiments	>5 yrs
Incubator	Perival	CU36	12254A01.09B	167109		125 ARC	For microbial growth experiments	>5 yrs

## Banked Parts Plan

## Equipment List- Addendum F

Item	Model	Serial	Manufacture	AAMU TAG ID#	Price	Room/Bldg.	Description of use:	Duration
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**Lebert Server  
A/C Unit**

\$3,900	Computer Room	Absorption of heat	--5 yrs
\$1,800	Carrier Complex	To control temps. & air quality	--5 yrs
	Sm. Animal Room	To control temps. & air quality	