

March 13, 2020

TO:

RE: Request for Proposal – Campus Painting Services  
The University of Alabama in Huntsville  
**Proposal No. P00224**

The University of Alabama in Huntsville is requesting proposals to secure a vendor to provide Campus Painting Services.

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, revisions will be posted in writing on the Vendor Registry website. The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

In order to be considered for selection, vendors must submit a complete response to this request for proposal. The vendors shall make no other distribution of the proposals except electronically to vendorregistry.com .

All proposals must be submitted on Vendor Registry (Vendorregistry.com.) No proposals will be accepted by regular mail, UPS, FedEx, and Email or delivered in person. If you submit any other way than online at vendorregistry.com your bid will not be accepted.

In order to be considered for selection, vendors must submit a complete response to this request for proposal on vendorregistry.com.

No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60) days. The University reserves the right to waive any informality and to reject any and all proposals.

All questions pertaining to this Request for Proposal should be addressed to Kelly Haas via email: [vendor registry.com](mailto:kelly.haas@ua.edu), (Subject: Campus Painting Services Proposal P00224).

Sincerely,

*Kelly Haas*

Kelly Haas, Procurement Officer II  
Procurement & Business Services

## **REQUEST FOR PROPOSAL AND SPECIFICATIONS**

**FOR**

**Campus Painting Services  
(Proposal P00224)**

**THE UNIVERSITY OF ALABAMA IN HUNTSVILLE  
HUNTSVILLE, ALABAMA 35899**

**Proposal will open on April 13, 2020 at 2:00pm. All responses should be uploaded to Vendor Registry by this date and time to be considered for award.**

**PROPOSALS TO BE SUBMITTED ON VENDORREGISTRY.COM  
NO PROPOSALS WILL BE ACCEPTED BY REGULAR MAIL, UPS, FEDEX,  
EMAIL OR DELIVERED IN PERSON  
IF YOU SUBMIT ANY OTHER WAY THAN ONLINE AT VENDORREGISTRY  
YOUR BID WILL NOT BE ACCEPTED**

**PROCUREMENT SERVICES  
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE  
HUNTSVILLE, ALABAMA 35899**

**(256) 824-6492**

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**Required  
Procurement  
Documents**

The documents as listed below are Procurement documents mandated by State regulation and University policy. All documents as listed must be included with your submission package in order for your proposal to be deemed responsible for this offering.

Required Documents		Notes
1	Execution of Proposal Cover Sheet & Pricing Sheets	Must be included or submission <u>will</u> be rejected
2	Attachment of 5 References	Must be included or submission <u>will</u> be rejected
3	Alabama Business License	Must be registered with the State at the time of bid opening or submission <u>will</u> be rejected.
4	<a href="#">Taxpayer Identification Request (W-9 Form)</a>	Must be included or submission <u>may</u> be rejected
5	Business Classification Form	Must be included or submission <u>may</u> be rejected
6	Proof of enrollment in E-Verify	Must be included or submission <u>may</u> be rejected
7	Certificate of compliance with the State of Alabama immigration law.	Must be included or submission <u>may</u> be rejected
8	Vendor Disclosure Statement	Must be included or submission <u>may</u> be rejected

Please direct any questions you may have on the above to the assigned buyer for this project.

## Project Overview

The University of Alabama in Huntsville (UAH) is seeking to contract with a vendor to supply personnel and additional resources necessary to provide painting and wall covering services.

### **I. SCOPE OF WORK**

The Contractor must provide all labor, various materials, tools, supplies and equipment necessary to complete the services listed throughout this RFP, including, but not limited to: painting, wall covering, minor damage repair and major sheetrock repair.

#### **A. Materials & Supplies**

1. All paint required for newly constructed and existing sheetrock walls will be supplied by The University of Alabama in Huntsville.
2. Select wall coverings will be supplied by the University.
  - a. Wall coverings will be commercial grade and will be an average of four feet (4 ft) wide.
3. If applied paint fails to adhere to surfaces due to noncompliance with regard to manufacturer's specifications, it shall be the Contractor's responsibility to remove failing paint, properly prepare surface and repaint at the Contractor's expense.
4. The Contractor must furnish all industry specific materials, tools and supplies necessary to perform the services requested in a safe and effective manner, including, but not limited to the following:
  - a. Brushes, rollers, tape, containers, pans, buckets, etc., to utilize during application.
  - b. Any materials for masking and/or protection of surfaces, flooring, equipment and/or fixtures not being painted.
  - c. Scaffolding, ladders and extension devices used for application on elevated surfaces allowing the Contractor to reach the highest point, at a given location, in a safe and efficient manner.
5. Under no circumstance will the Contractor use the University's tools for the campuses they are servicing.

#### **B. Painting Preparation**

The Contractor shall perform the preparation of all surfaces for painting, including, but not limited to the following: sheetrock walls, previously prepared walls (vinyl and paper wall covering), masonry surfaces, concrete block walls, steel and wood doors, steel door bucks, etc.

1. New Construction Sheetrock: Preparation and painting of newly constructed sheetrock walls shall consist of priming and minor sanding and Painting.
2. Existing Construction Sheetrock Walls: Preparation and repainting of existing sheetrock walls includes minor repair / spackling surface nicks and holes
  - a. The Contractor shall provide adequate paint coverage to cover the existing color. Prime and minimum of 2 coats applied and back-rolled.
  - b. Additional painting necessary to cover colors, other than the existing, shall be quoted separately on an as needed basis using the proposal price submission as a basis for the quote.
3. Doors: Preparation and painting of steel or wooden doors, typical size 36" x 80", shall include primer, paint, stain and sealer. Sand to bare metal and/or raw wood, fill dents, dings and nicks, sand repair prior to priming. Paint on doors and bucks shall be industrial coat, oil base and enamel. Contractor to protect hinges from damage and/or paint/stain application if chosen to leave doors mounted during scope of work; Contractor to remove all paint/stain from hinges prior to completion; Contractor responsible for replacement of hinges due to damage either intentional or unintentional during work
4. Door Jambs: Preparation and painting of steel or wooden jambs shall include primer, paint, stain and sealer. Paint on jambs shall be industrial coat, oil base and enamel.

5. **Block Walls:** Preparation and repainting of block walls will require rigid scheduling if work occurs in a research area.
  6. **Wall Covering:** Preparation of walls for papering or painting, after wallpaper is removed or if wallpaper remains in place, shall be done by applying patching, floating a thin coat, sanding and cleaning wall surfaces.
  7. Moving of equipment and/or furniture in occupied office, laboratories, classrooms, etc., shall be the responsibility of the Contractor. Contractor responsible previous damage to Director of Facilities or Designee to equipment and/or furniture prior before handling, otherwise Contractor shall be solely responsible for damage to equipment and/or furniture discovered by UAH during or immediately after completion of the work
- C. Painting Protection**
1. "Wet Paint" signs shall be posted during application by the Contractor.
  2. Contractor shall protect surrounding areas and surfaces to preclude damage during work.
  3. During work progress, Contractor shall keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, debris and the like.
  4. Contractor shall provide drop cloths, shields, painters tape, furniture coverings and other protective equipment as required by job conditions.
  5. Contractor shall be responsible for any damage that occurs due to misplaced paint.
  6. Contractor shall erect barriers as necessary to protect students, staff and visitors during the performance of the work.
  7. Contractor shall be responsible for any damage caused by their employees or equipment.
    - a. Such damages include but are not limited to: paint applied, either on purpose or by accident, to floor, desk, computers and other structures not intended to be painted.
- D. Painting Application**
1. The Contractor shall roll or brush all surfaces. No spraying will be allowed.
  2. The Contractor shall apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface.
  3. The Contractor shall apply paint to produce surface films without cloudiness, spotting, laps, brush marks, roller tracking, runs, sags or other surface imperfections.
  4. The Contractor shall allow manufacturer's specified drying time and ensure current coating adhesion for each coat before applying next coat.
  5. The Contractor shall contact the Facilities designee, for approval of additional coats if undercoats or other conditions show through the topcoat.
  6. All paint products shall be mixed by the Contractor.
    - a. Paints that have settled to a condition that makes mixing difficult shall be removed from job.
    - b. Skins and other irregular particles shall be removed by straining with fine nylon.
    - c. Only clean equipment and tools shall be used.
  7. The Contractor shall ensure where coating application abuts other materials or other coating colors and shall terminate coating with a clean, sharp termination line without coating overlap.
  8. The Contractor shall not paint over code-required labels or equipment name, identification, performance rating or nomenclature plates.
  9. The Contractor shall remove hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items to protect from contact with paint.
- E. Post Paint Clean-Up**
1. The Contractor shall return all unused paint sealed in its original container, free of foreign material and residue to the Facilities designee.
  2. The Contractor shall establish and maintain storage conditions for paint (dry, warm, well ventilated) in accordance with the manufacturer's instructions.
  3. The Contractor shall remove rubbish, empty cans, rags and other discarded material on a daily basis.
  4. The Contractor shall dispose of all hazardous waste in accordance with all applicable federal, state and local laws and ordinances. At no time shall the use of University dumpsters or trash receptacles

be allowed at any campus.

5. After paint application completion, Contractor shall clean spattered surfaces and remove spattered paints by washing, scraping or other methods. The Contractor shall re-install hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items that have been removed to protect from contact with paint.
6. Contractor shall relocate to original position equipment, furniture, desk, bookcases, filing cabinets or any fixtures that have been moved to allow application of coatings.
7. Contractor shall remove protective materials.

**F. Industry Specific Standards**

1. The Contractor shall provide all services in accordance with the current state adopted codes, and repair service laws or ordinances, and all rules and regulations of health, public and/or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in this kind of work.
2. The Contractor shall take all the necessary precautions to prevent fire hazards and spontaneous combustions.
  - a. All cotton waste, clothes, and other hazardous materials shall be removed from the work site daily.
3. The Contractor must give immediate notice to the Facilities designee, of any condition deemed hazardous to students, personnel and/or visitors of the University.

**G. Responsibilities & Qualifications**

1. The Contractor shall be responsible for minor damage repair that is considered customary for this type of work, including but not limited to the following: nail holes, small scrapes and gouges, holes left from anchors, minor drywall repairs. Any significant damage that is discovered on any job shall be reported to the Facilities designee.
2. The Contractor shall provide labor for major sheetrock wall repair and all material required until the completion of the project. The project materials shall be market price and subject to approval by the Director of Facilities or his designee.
3. The Contractor shall be regularly engaged with their personnel throughout all painting services outlined in the Scope for this project.
4. The Contractor shall have sufficient supervision, staff, equipment and materials to address at least three (3) responses simultaneously.
5. The Contractor shall have a minimum of five (5) years' experience in the painting industry.

**H. Misc.: Hours; Testing; etc.**

1. Unless otherwise approved, work under this contract shall be accomplished during normal working hours and weekends.
2. Any travel time for which a contractor is obligated to pay his employees should be considered as part of overhead, and allowances for such, figured into the flat per square foot rate quote to the University. The University will make every effort to group work order/projects so that employees can be assigned to work on campus for a full workday; or so that contractor employees can be assigned to work lasting at least one-half workday, beginning or ending their workday at the University.

**I. Invoicing and Cost Basis Calculations**

1. UAH will not allow nor pay any additional costs or surcharges on contractor invoices not already noted on the Proposal Form.
2. The University reserves the right to review any invoice of the awarded contractor.
  - a. Separate invoices shall be submitted for each site per event.
  - b. Billing shall occur in a timely manner.
  - c. When an invoice(s) from the contractor to the University includes materials, the contractor shall support any materials with invoices and/or receipts displaying the purchase from the original vendor.
3. UAH reserves the right to withhold the entire monthly payment in any month where the contract is not fulfilled.



4. Awarded Contractor will provide a “not to exceed quote” for each project to be reviewed and approved before work begins.

## II. **PRICING**

- A. Prices provided must remain in effect for the dates noted on the Proposal Page.
- B. Proposals shall include labor and price plus costs as indicated on the Proposal Page.
- C. Payments for labor and services, under this contract, shall be made per square foot unless otherwise noted, and limited to the work actually performed on any job/project.
  1. Costs included in per square foot: Benefits, normal travel time, insurance, taxes, vehicles (company and/or employee), any other overhead, profit, and other miscellaneous cost specifically, but not exclusively, to include general expenses associated with paint application.

## III. **GENERAL SERVICE CONTRACT TERMS & CONDITIONS**

- A. **Guarantee:** The awarded contractor(s) shall fully guarantee that all workmanship and parts furnished and installed under this contract against defect for one (1) year after completion. Defects will be replaced at no extra charge to Rowan University.
- B. Contractor(s) shall supply The University of Alabama in Huntsville with all warranty information whether it be expressed or implied.

### C. **Equipment, Material & Parts**

1. All equipment, parts and/or supplies used shall be new and original equipment manufacturer (OEM).
2. The vendor is responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed should be restored to their original condition.
3. The University reserves the right to make all final decisions to determine whether to proceed with, repair, or replace any equipment.
4. All contract between awarded vendor(s) and The University of Alabama in Huntsville will be for the purpose of setting prices to be provided and the term that they are valid. No minimal amount of work will be guaranteed.
5. The awarded vendor(s) shall not shut down any equipment unless permission is first obtained by the Facilities designee.
6. The Facilities designee shall approve, in writing, the vendor’s accuracy and reasonableness of each invoice submitted for payment. The vendor shall be responsible for documenting the number of contract employees on site each day, hours worked, the materials and equipment used on the project, and the movement of personnel and materials to and from the job site as per the Time and Material Sheet attached as Exhibit 1.
7. It is the responsibility of the awarded vendor(s) to keep the Facilities designee informed of the status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates, and accrued and projected job costs. Failure to do so will delay processing of invoices.

### D. **Contract Procedures**

1. This proposal between the awarded contractor(s) and The University of Alabama in Huntsville will be for the purpose of setting prices and services to be provided and the term that they are valid. No minimal amount of work will be guaranteed.
2. If awarded contractor(s) is summoned for work he/she shall report and sign in and out with the Facilities designee upon arriving and departing from UAH Campus.
3. The Facilities designee shall approve, in writing, the contractor’s accuracy and reasonableness of each invoice submitted for payment. The contractor shall be responsible for documenting the number of contract employees on site each day, hours worked, the materials and equipment used on the project, and the movement of personnel and materials to and from the job.

4. It is the responsibility of the awarded contractor(s) to keep the Facilities designee informed of the status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates, and accrued and projected job costs. Failure to do so will delay processing of invoices.
5. UAH will provide the Contractor with the name(s) of person(s) who are authorized to call in the contractor to provide service under this contract.
6. All contractors providing service under this contract shall sign in upon arrival and sign out when work is completed. UAH will provide the contractor in writing with the location, department phone number and person to see to gain entrance into a building during all hours of the day. Attached to each invoice for payment shall be a signed statement from the person(s) responding to an emergency call or service request call indicating time of arrival and time of departure
7. **THE UNIVERSITY MAY REQUEST THE CONTRACTOR TO TRANSFER FROM THE WORK CREW EMPLOYEES WHO ARE FOUND TO BE INCOMPETENT, PRONE TO EXCESSIVE TARDINESS, ABSENTEEISM OR THEFT.**
8. Take adequate precautions to protect all other adjacent surfaces. Repair any damage caused as a result of inspection or servicing or equipment.
9. The contractor is required to protect all University property and is liable for any and all damage caused by his presence, work, methods, and personnel.

**E. Permits, Laws, Regulations**

1. The contractor shall provide all necessary testing/inspections in accordance with the current state adopted codes, and repair service laws or ordinances, and all rules regulations of health, public and/or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in this kind of work.
2. The contractor shall comply with all applicable Federal, State and local laws and regulations and all conditions of permits controlling pollution of the environment. Necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, wetlands, ground water and reservoirs with fuels, oils, bitumens, chemicals or harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. All sewage disposal work shall conform to the regulations of the State Department of Environmental Protection.
3. The contractor shall be responsible for and save harmless the University from all fines, penalties or loss incurred for, or by reason of, the violation by the contractor of any Federal, State or municipal law, rule, regulation or ordinance while the said work is in the process of construction.
4. Proof of necessary certifications is required for at least one company representative.
5. Contractor shall have sufficient licensing needed to perform the work required as outlined in this RFP.
6. The Contractor shall have sufficient equipment needed to perform the work required.
7. The Contractor shall explain the processes or methodology that will be utilized to keep the University informed of assignment status and progress.
8. The Contractor shall indicate how quality control will be managed.
9. The Contractor shall provide a detailed analysis of damage and verify, with supporting data and reports, that the remediation has returned the space back to a safe and healthy condition for the return of the occupants.
  - a. The contractor shall provide a comprehensive final report with detailed information that summarizes all covered services provided by contractor. The detail should be sufficient to satisfy federal reimbursement, e.g. FEMA regulations, and insurance company requirements, in order to maximize payment of claims and reimbursement of expenses.

**F. Misc. Hours; Testing; etc.**

1. Unless otherwise approved, work under this contract shall be accomplished during normal University work hours. These hours are Monday through Friday, 8:30 am until 4:30 pm. However, there may be projects that require work to be done outside the normal working hours.

Additionally, contractors are expected to honor all University holidays.

2. Any travel time for which a contractor is obligated to pay his employees should be considered as part of overhead, and allowances for such, figured into the flat hourly rate quote to the University. The University will make every effort to group work order/projects so that employees can be assigned to work on campus for a full workday; or so that contractor employees can be assigned to work lasting at least one-half workday, beginning or ending their workday at the University.
3. Reasonable means of access to the equipment to be inspected will be provided. However, advanced notice may be required.
4. **Emergency Response:** The awarded contractor shall respond within two (2) hours to all emergency service calls. A list of personnel authorized to make emergency services calls will be given to the successful contractor.

#### IV. TERM OF CONTRACT:

- A. The anticipated contractual period will be for one (1) year with two (2) possible renewals of one year each, subject to budgetary approval on a yearly basis. UAH reserves the right to alter this time period upon review of all proposals.
- B. The University reserves the right to terminate the awarded contractor's services for cause or convenience at any time during the term of the contract.
- C. In the event that services are terminated by the University written notice will be provided ten (10) days in advance of termination date.
- D. The awarded contractor may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the University.
- E. In the event that the contract is terminated either by contract expiration or by voluntary termination by the University, the contractor must continue all services until new services become completely operational or new service provider is in place.
- F. The contractor will be responsible for any additional costs incurred by the University in utilizing any replacement firm.
- G. At no time shall this service extend more than 90 (ninety) days beyond the expiration date of the existing contract.

#### V. PROCEDURAL REQUIREMENTS AND AMENDMENTS

- A. The contractor shall comply with all procedural instructions that may be issued from time to time by the Facilities designee.
- B. During the period of the contract, no changes are permitted in any of these conditions and specifications unless the contractor receives written approval from the Facilities designee.
- C. Should the contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matter to the Facilities designee for consideration and decision.
- D. The contractor, or his authorized representatives, shall meet periodically with the Facilities Designee to discuss the services and to make amendments or changes in procedures and operations as may be found necessary.
- E. There will be a meeting with the successful contractor and UAH prior to the start of the contract.
- F. The contractor shall comply with all federal, state or local laws now in effect or hereinafter promulgated which apply to the operations herein specified.
- G. **At the sole discretion of the University, if the primary contractor has been found to be at the limit of his capability to provide sufficient manpower and or supervision in an effective manner, the University will assign any additional work schedule to be performed in that given time period to the contractor that placed second in the scoring. Also, the University reserves the right to secure pricing from all of the top three (3) scored respondents to the RFP for any project. In this instance the work will be awarded based either on lowest Not to Exceed Time and Material price or Lump Sum price depending on the pricing method chosen by the University.**

**VI. CONTRACTOR PERSONNEL**

- A.** While on University property:
1. All personnel shall observe all rules and regulations in effect at UAH governing safety and personal conduct.
  2. Contractor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University.
- B.** Contractor personnel shall not represent themselves or be considered as employees of UAH or the State of Alabama.
- C.** **CRIMINAL BACKGROUND CHECKS ARE MANDATORY** for all non-university personnel performing work on the UAH Campus. Contractors, consultants, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract.
- D.** The selected contractor shall provide a complete list of names (including supervisors) that may be working on campus.
- E.** The contractor(s) shall remove from the UAH work place any of its employees who are found to be unacceptable by the University. Such requests shall not be unreasonable, are the sole decision of the University, and are not subject to negotiation.
- F.** Contractor shall provide proper identification for all contractor employees. While on University premises, all contractor employees must wear attire that identifies them as contractor's employee with identification visible from both the front and the back.
- G.** Vehicles shall be clearly identified as company vehicles and be maintained in a neat clean and sanitary condition. At least one person in each vehicle, preferably the driver, must be able to speak, read and write the English language. It shall be the contractor's responsibility to see that employees render quiet and courteous service.

**VII. COMPLIANCE LAWS**

The awarded contractor(s) shall comply with all local, state and federal laws, rules and regulations, inclusive of those specific to only UAH, applicable to this contract and to the work to be done hereunder. Including, but not limited to:

- A.** All work under this contract shall be done in strict accordance with all applicable federal, state, and local regulations, standards, and codes governing hazard abatement and any other trade work done in conjunction with the abatement.
1. The most recent edition of any relevant regulation, standard, document, or code shall be in effect.
  2. Where conflict among the requirements or with these specifications exists the most stringent requirements shall be utilized.
- B.** UAH is committed to affirmative action and equal opportunity in all areas of operation. Those submitting proposals must certify that their company has an updated affirmative action/equal opportunity program.
- C.** All contractors submitting proposals must not be barred or otherwise suspended from doing business with government entities as evidenced by the SAM (System for Award Management) database, fka EPLS.

**VIII. REPRESENTATIONS AND WARRANTIES**

In submitting a proposal for this offering, the contractor expressly warrants that:

- A.** The contractor has legal capacity to execute and perform any Agreement arising from this RFP.
- B.** Any Agreement arising from the award of this RFP is a valid and binding Agreement enforceable against the contractor according to its terms.
- C.** The execution and performance of an agreement by the contractor does not, and shall not, violate or conflict with the terms of any existing Agreement or understanding of which the contractor is a party.
- D.** The execution and performance of an Agreement by the contractor does not, and shall not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the contractor.

- E. The contractor knows of no reason why the contractor is in any way, physically, legally, or otherwise, precluded from performing the obligations under an Agreement arising from this RFP, in accordance with its terms, including without limitation those relating to health and safety.
- F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.

**IX. INDEMNITY**

- A. The awarded contractor agrees to indemnify, protect, save harmless, and defend UAH, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorneys' fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of use thereof, loss of business, otherwise resulting from or arising out of operations, services, or work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees, or through any act or omission on the part of the Proposer, its agents or employees, or servants.
- B. Contractor shall reimburse, and make good to the University all monies, which the University or its representative shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.
- C. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

**X. INSURANCE REQUIREMENTS:**

Before commencing the contract, the contractor shall obtain an insurance company duly authorized to do business in Alabama, insurance as follows:

- A. Workmen’s Compensation – The Contractor shall take out and maintain during the life of this contract Workmen’s Compensation in the statutory amount as required by law for all of his/her employees employed at the site of the project and in case any work is sub-let, the contractor shall require the subcontractor similarly unless the employees are covered by the protection afforded by the contractor.
- B. Public Liability and Property Damage – The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him/her and subcontractor performing work covered by this contract from claims for damage for property damages, which may arise from operations under this contract whether such operation by himself/herself or by any subcontractor or by anyone directly employed by either of them and the amounts of such insurance shall be as follows:  
  
Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident, and Property Damage Insurance in the statutory amount as required by law.
- C. Proof of Carriage – The Contractor shall furnish the University one copy of certificate from insurance company as proof of carriage of insurance required as specified above.
- D. It is agreed that the coverage stated shall not be canceled or changed until ten (10) days after written notice of such termination or alteration has been sent by registered mail to the University.

**XI. Employees:**

EMPLOYEES: The Contractor shall represent that he has or will secure at his own expense all personnel required in performing services under this contract. Such personnel shall not be employees of the University.

**XII. Bankruptcy:**

The filing of a petition of bankruptcy or insolvency by or against the Contractor shall terminate this contract.

**XIII. Assignment:**

The Contractor shall not assign or transfer any interest in this contract

**XIV. Time for consideration:**

Preference may be given to proposals allowing not less than thirty (30) days for consideration and acceptance. No proposals may be withdrawn after the scheduled closing time for receipt of proposals for a period of thirty (30) days.

**XV. Applicable Law:**

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

- A. Vendor represents and warrants that all article and services covered by this 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 of the date of this proposal.
- B. Compliance with Law with respect to all activities carried out under this Contract and/or on the University of Alabama in Huntsville premises, The Contractor shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over such activities.
- C. Certification Pursuant To Act No. 2006-557Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every proposal 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 proposal, 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.

**XVI. Affirmative Action:**

The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

**XVII. Contractual Form:**

It is agreed between the parties hereto that the place for this proposed contract, its status and form, will be (Huntsville, Alabama); and in said County and State, shall all matters whether sounding in contract or tort related to the validity, construction, interpretation, or enforcement of this contract be determined..

**XVIII. Award Tabulation:**

After the opening of this proposal, the results will not be available to vendors until after an award is made. Tabulations can be reviewed by accessing Vendor Registry website at vendorregistry.com. Scroll down to the appropriate proposal information.

**XIX. Time for consideration:**

Preference may be given to proposals allowing not less than thirty (30) days for consideration and acceptance. No proposals may be withdrawn after the scheduled closing time for receipt of proposals for a period of thirty (30) days.

**XX. 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 shall promptly repair, to the specifications of the University's Director of Building Maintenance and Construction, any damage that it, or its employees or agents may cause to the University's premises or equipment. On the Contractors failure to do so, the University may repair such damage and the Contractor shall reimburse the University promptly for the cost of 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 University officials and thereafter furnish a full written report of such accident.

**XXI. Claims:**

Any alleged claim against The University of Alabama in Huntsville 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 a claim against a state agency.

**XXII. Codes and standards:**

The successful vendor must perform all work under the current codes and standards that are applicable, such as, but not limited to: American Standards Association, National Bureau of Standards, Americans with Disabilities Act, American National Standards Institute, etc. and any federal and local codes and ordinances..

**XXIII. Disclosure Statements:**

Vendors are required to file with Purchasing Services a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed and included in proposal response.



**XXIV. 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, federal and local codes and ordinances..

**XXV. 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..

**XXVI. Failure:**

In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, UAH, after due oral or written notice, may procure substitute goods or service from other sources and hold the contractor(s) responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other solution, which UAH may have.

**XXVII. 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. Neither party 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, government action, etc., but it will be liable for all other delay, including specifically that caused by its own fault or negligence.

**XXVIII. Hold Harmless Clause:**

The vendor 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 or 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 Vendor's acts or omissions in performing under this Contract, its presence on the University's premises, or the existence of this Contract or any 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..

**XXIX. Interest of Contractor:**

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 federal and local codes and ordinances..

**XXX. Non-Collision:**

Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the proposals of such vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request for proposal.

**XXXI. Permits, Licenses, Taxes and Certificate of Authority:**

The vendor 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. The vendor must include with their proposal a certification of authority to conduct business in the State of Alabama. The vendor shall be responsible for and pay when due any and all taxes and assessments arising out of the operation including, but not limited to, payroll taxes (including all deductions of employees) and income taxes. The vendor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

**XXXII. Public Records:**

All proposals become a matter of public record at proposal award. The University accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.

**XXXIII. Questions:**

Any questions concerning the Campus Painting Proposal should be submitted via vendorregistry.com (subject: P00224Campus Painting Services). Written replies of general significance will be forwarded to all vendors invited under this request.

**XXXIV. Rejections of Proposals:**

The University reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals at its sole discretion.

Grounds for the rejection of a proposal include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the solicitation.
  - A proposal imposing conditions which would modify the terms and conditions of the solicitation, or limit the Contractor's liability to the University on the contract awarded on the basis of such solicitation.
  - Failure of the Contractor to sign Proposal Form in the designated signature location.
  - Any proposal determined by the University to be unreasonable as to commission and/or guarantee.
- Proposals received that are determined to be from Contractors who are not responsible.

Technicalities or minor irregularities in a Contractor's proposal which may be waived, when the University determines that it will be in the University's best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this Request for Proposals and having a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Contractors. The University may either

give a Contractor an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to the University to do so.

**XXXV. Remedies:**

All 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.

**XXXVI. Representation 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.

**XXXVII. Revisions to the Request for Proposal:**

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, written revisions will be posted [vendorregistry.com](http://vendorregistry.com)

The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

**XXXVIII. 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.

**XXXIX. 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.

**XL. University Name:**

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

**XLI. 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.

**XLII. GENERAL**

- A. If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture shall be submitted with the joint venture's submission.
- B. The awarded firm may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the University.
- C. Any modifications to the bid document, prior to award, may invalidate the entire submission.
- D. UAH reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for UAH.
- E. UAH reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, UAH may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- F. **Patents:** The Suppliers shall hold and save the University, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the University's requirements.
- G. **Submission as Public Information and Property of UAH**  
Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-proprietary information. **It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.**
- H. All submissions will become the property of UAH. Submitted packages will not be returned to respondents unless they are received late.
- I. In submitting a bid, the Vendor agrees, unless specifically authorized in writing by an authorized representative of UAH on a case by case basis, that it shall have no right to use, and shall not use, the name of UAH, its officials or employees, or the Seal of the University:
  - 1. In any advertising, publicity, promotion;
  - 2. To express or imply any endorsement of agency's services;
  - 3. To use the name of the State, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.
- J. The preparation of a bid shall be at the expense of the respondent. UAH will not reimburse firms for any costs associated with the preparation or submittal of a response.
- K. UAH does not allow payment of attorney fees for litigation regardless of disposition of matter.
- L. By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.
- M. Submissions which, in the sole judgment of UAH, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.
- N. UAH will not accept jurisdiction in any State except Alabama.
- O. The vendor shall be solely responsible for all damage or unauthorized destruction to any UAH University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.
- P. UAH University reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the University to do so.
- Q. This RFP is not binding on the University.
- R. Proposers assume sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a proposer's failure to be

knowledgeable of all the requirements of this RFP. By submitting a bid in response to this offering, the proposer represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

- S. UAH reserves the right to cancel this contract with thirty (30) days written notice to the vendor(s) with or without cause.
- T. No party, including any respondent to this RFP, is granted any rights hereunder.
- W. The proposal submitted by the vendor shall be binding on the vendor.
- X. UAH University reserves the right to seek clarification and additional information at any point in connection with vendor information or other communication regarding this RFP.

### **XLIII. SUBMISSION REQUIREMENTS**

- A. Submissions should provide a straightforward and concise delineation of the respondent proposal and commitment to satisfy the requirements of the RFP.
- B. Vendor's submissions should include all information noted in the sections above and on the Required Procurement Documents page of this document as well as the following information.
- C. Proposals submitted in any other format other than as listed below will be considered informal and may be rejected.
- D. The RFP should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information. Every effort should be made to avoid duplicating the information presented in the RFP. The RFP must include and will be evaluated based on the following criteria. Each team's RFP must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below
  - 1. Execution of Proposal Form:**
    - a. Proposals must be accompanied by the execution of proposal form which is signed by a principal of the firm.
  - 2. Personnel and/or Staffing:**
    - a. Provide the name and contact information of the individual in your firm that the University should contact regarding questions about your RFP submission. The contact information should include the name of individual, telephone number, and e-mail address.
    - b. A complete list of names and the roles of key personnel (including sub-contractors as appropriate) proposed to carry out work under this contract, including resumes and/or licenses, relevant experience, hourly billing rates, and longevity in those functions.
    - c. A certification that the firm and key personnel assigned to this effort is not aware of any conflicts of interest in the evaluation and review of anticipated submissions. If unable to make such a certification, any potential conflicts must be disclosed.
  - 3. Background, Statement of Qualification & Experience including References:**
    - a. Description of the firm's size, history, qualifications and achievements.
    - b. Provide a listing of at least five references from current (at least three) and former clients at institutions similar to UAH that the University may contact regarding previous work completed.
      - Include the name and address of client and the length of relationship.
      - Include name, title and telephone number of a contact person at each institution.
      - The University reserves the right, but is not obligated to, contact any organization or institution as a reference.
  - 4. Fee Structure: Proposal Pages 22-23.**
  - 5. Licenses/Certifications:** Proof of necessary certifications is required for at least one company representative.
  - 6. Required Procurement Documents:** All documents requested (**Page 3**), should be submitted in the listed order.
- E. Conditional proposals will not be considered.
- F. All Proposals will be submitted via Venorregistry.com

- G. The University prefers single file PDF format of electronic submissions.
- H. Post Award: Vendor will receive an award letter. This proposal will be considered the formal contract.

**Evaluation and Selection Criteria:**

An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified.

Selection of the awarded vendor(s) shall be based solely on the Review Committee’s evaluation of the submissions and the criteria set forth above. UAH reserves the right to interview the respondents. In addition, UAH reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, UAH may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University.

By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

**Requests for Clarification by the University:** The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within three (3) business days of receipt of any request for clarification by the University.

The award of this RFP will be based upon a review and analysis of all proposals to determine which proposal/proposals best meet the University’s needs. The contract award will be based on a points-earned matrix derived from a service and financial evaluation.

**Firms will be awarded points in the following categories:**

Category	Potential Points
Background Qualifications & Experience	30
Personnel / Staffing	20
Pricing	40
References (5 References)	10



	FY20 Per Square Foot	FY21 Per Square Foot	FY22 Per Square Foot
<b>Preparation &amp; Painting New Sheetrock:</b>			
First Coat	\$ _____	\$ _____	\$ _____
Second Coat	\$ _____	\$ _____	\$ _____

	FY20 Per Square Foot	FY21 Per Square Foot	FY22 Per Square Foot
<b>Preparation &amp; Painting Existing Sheetrock:</b>			
First Coat (to cover existing color)	\$ _____	\$ _____	\$ _____
Second Coat (to cover existing color)	\$ _____	\$ _____	\$ _____
First Coat (to cover color other than existing color)	\$ _____	\$ _____	\$ _____
Second Coat (to cover color other than existing color)	\$ _____	\$ _____	\$ _____

	FY20 Each	FY21 Each	FY22 Each
<b>Preparation &amp; Painting Steel or Wooden Doors w/ Bucks/Jambs up to 7 Ft., Both Sides</b>			
First Coat (new door and buck/jamb)	\$ _____	\$ _____	\$ _____
Second Coat (new door and buck/jamb)	\$ _____	\$ _____	\$ _____
First Coat (existing door and buck/jamb)	\$ _____	\$ _____	\$ _____
Second Coat (existing door and buck/jamb)	\$ _____	\$ _____	\$ _____
First Coat (stain and seal new/existing door and buck/jamb)	\$ _____	\$ _____	\$ _____
Second Coat (stain and seal new/existing door and buck/jamb)	\$ _____	\$ _____	\$ _____

	FY20 Each	FY21 Each	FY22 Each
<b>Preparation &amp; Painting Steel or Wooden Doors w/ Bucks/Jambs GREATER than 7 Ft., Both Sides</b>			
First Coat (new door and buck/jamb)	\$ _____	\$ _____	\$ _____
Second Coat (new door and buck/jamb)	\$ _____	\$ _____	\$ _____
First Coat (existing door and buck/jamb)	\$ _____	\$ _____	\$ _____
Second Coat (existing door and buck/jamb)	\$ _____	\$ _____	\$ _____
First Coat (stain and seal new/existing door and buck/jamb)	\$ _____	\$ _____	\$ _____
Second Coat (stain and seal new/existing door and buck/jamb)	\$ _____	\$ _____	\$ _____

	FY20 Per Square Foot	FY21 Per Square Foot	FY22 Per Square Foot
<b>Preparation, Painting &amp; Repainting Block Walls</b>			
First Coat	\$ _____	\$ _____	\$ _____
Second Coat	\$ _____	\$ _____	\$ _____





	FY20 Per Square Foot	FY21 Per Square Foot	FY22 Per Square Foot
<b>Painting Requiring Scaffolding</b>			

Painting Requiring Scaffolding \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

	FY20 Per Square Foot	FY21 Per Square Foot	FY22 Per Square Foot
<b>Wall Covering:</b>			
Preparation & Hanging of Wall Covering	\$ _____	\$ _____	\$ _____
Removal of Existing Wall Covering	\$ _____	\$ _____	\$ _____
Preparation for Wall Covering or Following Removal of Existing Wall Covering	\$ _____	\$ _____	\$ _____
Preparation/Painting of Vinyl Covered Walls	\$ _____	\$ _____	\$ _____
Wall Covering Requiring Scaffolding	\$ _____	\$ _____	\$ _____

**Cost Plus**

**(+)**

Vendors(s) are to enter a markup on invoice costs for sheet rock and any additional preapproved supplies used in conjunction with this proposal. Awarded vendors are required to submit any/all invoices upon request.

**Vendor Markup Percentage of Your Cost: \_\_\_\_\_ %**

	FY20 Hourly Rate	FY21 Hourly Rate	FY22 Hourly Rate
<b>Major Sheet Rock Repair</b>			
<b>Carpenter</b>	\$ _____	\$ _____	\$ _____
<b>General Laborer</b>	\$ _____	\$ _____	\$ _____

Proposer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



ATTACHMENT A

EXECUTION OF PROPOSAL

Date:

In compliance with foregoing request for proposals, subject to all conditions thereof, the undersigned offers and agrees that if this proposal is accepted within \_\_\_\_\_ days from the date of the opening to furnish the services as specified.

Offeror: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

\*NOTE: This page must be returned as page one (1) of the Offeror's proposal.

Please mark proposal: Proposal #P00224 Campus Painting Services

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**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	TERMS	WARRANTY
UAHUNTSVILLE DESTINATION		
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL

\* 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.

\_\_\_\_\_  
COMPANY NAME (TYPE OR PRINT)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
SIGNER'S NAME (TYPE OR PRINT)

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
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](http://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](http://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  
does not employ an individual or individuals within the State of Alabama.

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICER

\_\_\_\_\_  
PRINT COMPANY NAME

\_\_\_\_\_  
PRINT NAME OF COMPANY OFFICER

\_\_\_\_\_  
PRINT TITLE OF COMPANY OFFICER

\_\_\_\_\_  
**DATE**



THE UNIVERSITY of  
ALABAMA SYSTEM

**VENDOR DISCLOSURE STATEMENT**

In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed for all contracts, such as proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted (“Agreements”). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

**Definitions**

For the purposes of this form, the following terms shall have the following meanings:

- **“Agreement.”** Any agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **“Family Member.”** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse’s parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **“Public Official.”** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- **“Relationship.”** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under [Board Rule 106](#).
- **“UAS.”** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **“You.”** Includes, (1) the entity or individual who would be a party to the Agreement, (2) any partner, division or related business, (3) any member of your immediate family or any individual employed by You (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

**1. Name of Entity or Individual Completing this Form (proposed contracting party)**

Entity Name:

Individual Name:

Title:

Address Line 1:

Address Line 2:

City, State, Zip:  Telephone:

**2. UAS Entity with which you propose an Agreement? (i.e. University, College, Department, etc.)**

**3. Describe the proposed Agreement:**

Goods and services to be provided:

Grant or proposal number (if applicable):

Amount or anticipated amount:

Term:

Is the proposed Agreement the result of a competitive or bid process?  Yes  No

4. **Have "You" (See definition above) previously provided goods and/ or services to UAS within the current or last fiscal year?**  Yes  No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

*If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.*

5. **Did the amount of goods and/or services identified in response to Question 4 total \$1,000,000 or more?**

Yes  No

6. **Do you have a relationship with a UAS employee, UAS Trustee, or Public Official who may directly or indirectly receive any benefit from the proposed Agreement or whose family member may directly or indirectly benefit?**

Yes  No

If yes, please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

*If you need to provide further information regarding UAS employees, Trustees, or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.*

**7. Have any paid consultants and/or lobbyists assisted in obtaining the proposed Agreement?**

Yes  No

If yes, please provide the following information for each consultant or lobbyist.

Name:

Address:

Name:

Address:

*If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.*

**8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.**

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify that no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

Signature

Date