



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

DATE  
 04/27/2022

BID NUMBER  
**B002780**

RESPONSE DUE BY:  
 05/12/2022  
 1:30 PM

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT THE UNIVERSITY OF ALABAMA IN HUNTSVILLE, PROCUREMENT SERVICES, BUSINESS SERVICES BLDG., HUNTSVILLE, ALABAMA 35899. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

## REQUEST FOR FORMAL BID

CONTACT  
 Kelly Haas

PHONE  
 256-824-6492

VENDOR NO.  
 «vendornum»

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**ALL BIDS RESPONSES ARE REQUIRED TO BE SUBMITTED ELECTRONICALLY VIA VENDOR REGISTRY. NO BIDS RESPONSES WILL BE ACCEPTED VIA US MAIL, FAX, OR EMAIL. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.**

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

OR EQUAL, REFER TO GENERAL CONDITIONS ON THE ATTACHED SHEET

NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
01			<p>THE UNIVERSITY OF ALABAMA IN HUNTSVILLE REQUESTS BIDS FOR <b>B002780 UAH Window Laminate</b> AS PER THE SPECIFICATIONS.</p> <p><b>All bid responses are required to be submitted electronically via Vendor Registry. No bid responses will be accepted via fax or email.</b></p>		
02			<p><b>AWARD:</b>            NO AWARD INFORMATION WILL BE MADE AVAILABLE BY TELEPHONE, FAX, MAIL, OR EMAIL. ONCE THE BID IS AWARDED, THE AWARD INFORMATION AND TABULATION WILL BE POSTED TO OUR WEBSITE THRU THE VENDOR REGISTRY.  <a href="http://www.uah.edu/business-services/vendors/bid-opportunities">HTTP://WWW.UAH.EDU/BUSINESS-SERVICES/VENDORS/BID-OPPORTUNITIES</a></p> <p>AWARD: BID AWARDS WILL BE POSTED ONLINE ON VENDOR REGISTRY (CLICK ON CLOSED SOLICITATIONS).</p> <p>ALL BID RESPONSES ARE TO BE SUBMITTED THRU VENDOR REGISTRY</p>		

SIGNATURE \_\_\_\_\_  
 COMPANY REPRESENTATIVE

DATE \_\_\_\_\_  
 An Affirmative Action/Equal Opportunity Institution

PAGE 1

SHOULD A  
 SHEET SH  
 I ACKNOW  
 TO ALL GEN

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE requests bids for **B002780 UAH Window Laminate** listed below per the specification below:

**Bid Prices are to include all shipping charges. (FOB: Destination)**

**Delivery and Installation is a factor in determining the award of this bid. Quote earliest possible delivery and installation after receipt of purchase order:**

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In the event of a manufacturer price increase, proof of price change from the manufacturer must be submitted in writing to Procurement Services including the effective date of price change.

Any item found to be of inferior quality will be returned to the vendor.

The University of Alabama in Huntsville reserves the right to increase or decrease quantities as needed according to the availability of funds until January 30, 2026.

The University is not obligated to purchase the items listed but will purchase them on an as-needed basis

The successful bidder shall not substitute any ordered item without the prior approval of the University. Unauthorized substitutions shall not be acceptable.

The University reserves the right to accept or reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the University. (See GENERAL CONDITIONS 1. AWARD)

**NOTE:** For information regarding bid responses, it is the bidder's responsibility to provide in detail clear proof that the products they are bidding on are equal to or better than the requirements of the invitation. The bidder is responsible for clearly and specifically indicating the product being offered and providing sufficient descriptive literature, catalog cuts, and technical details to enable UAH to determine if the product offered meets the requirement of the invitation. Normally as in competitive sealed bidding only, the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an "EQUAL" product, such bid will be considered to offer the brand name product referenced in the invitation. The University of Alabama in Huntsville will be the sole judge of "EQUAL" items submitted for bid.

**"Any contract resulting from this request will be made available to other eligible entities. This may include but is not limited to; The University of Alabama System, comprised of The University of Alabama; The UAB Enterprise, consisting of The University of Alabama at Birmingham, the UAB Health System and their related foundations and affiliates, and The University of Alabama, Tuscaloosa, AL; and other state entities. Contracts resulting from the award of this request cover shipments by any entity listed above. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.**

**The thrust of the contract is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama."**

**QUESTIONS: ALL QUESTIONS ARE TO BE DIRECTED KELLY HAAS VIA VENDOR REGISTRY.**



## SCOPE OF WORK

1. University of Alabama-Huntsville desires a 100% turnkey purchase and installation of Laminated Exterior Solar Film for certain windows located at the Von Braun Research Building.
  - a. Bids submitted by Vendors must include, all parts, materials, and labor, installation and delivery costs. Any training or informative information to the office and security staff must also be included (if necessary) at the school districts discretion.
  - b. Bidders will be responsible for the removal of existing window film on windows and preparations for new window laminate to be installed.
  - c. Bidders will be responsible for any damages occurred during the removal/installation of window film.
2. Film installation must be free from bubbles, contamination, creases or other visual imperfections in the film or on the glass when installed. The project must also include the installation of an attachment/ anchoring system per the manufacturer's instruction on the exterior side of the glass and on all sides of the exterior frame. All locations where attachment is feasible the glazing color must be black, brown, grey, or white to match as closely as possible to the present window frame color.
3. This document represents a request for unit pricing per square foot covering the labor, materials and installation cost required to install laminated window exterior solar film.
4. It shall be the awarded vendor's responsibility to obtain the measurements of each window after the bid is awarded and the locations and areas of the building are chosen for the project.
5. Bids will be reviewed and will be considered on a number of factors, including but not limited to the following:
  - a. The bidder's proven experience to deliver the product and install in a timely manner with minimal disruption to the office setting.
  - b. The bidder's experience in similar projects as well as its ability to warranty its installation shall be important.
  - c. The bidder's current ability to commit to a start and finish date for the awarded agreement.
  - d. The bidder's manufacturer's warranty for the solar film itself and the total unit installed pricing shall be important factors in choosing the successful bid.

## SPECIFICATIONS

The UAH suggested brand and make of laminated solar film material is listed below ... **bidders must bid ONLY the listed brand or on brands that meet or exceed these qualifications.**

Manufacturer:

### **Eversafe Brand, Solar Laminate:**

*To be used for windows, to be installed on exterior side of the glass. Solar laminate to be attached with structural sealant and /or structural attachments.*

- Solar Laminate Requirements for Exterior Installation:
  1. Solar Laminate shall reject 88% solar heat, VLT of 8%, 99% UV block, 91% glare reduction, 0.20 shading coefficient, 0.17 SHGC, 1.04 U-Value Winter (IP), 5.91 U-Value Winter (SI), 0.40 Luminous Efficacy, and pressure sensitive adhesive.
- Minimum Structural Sealant Requirements:

One part, neutral-cure, elastomeric sealant; ASTM C679, Curing Time; ASTM C 639, Flow, Working Time; ASTM 2240,

Durometer Hardness, Shore A; ASTM D412,  
Ultimate Tensile Strength, 350 psi, MPa, 2.41; ASTM D624,  
Tear Strength, die B 49 ppi; ASTM C794 40 ppi;

ASTM C115, Tensile at 25% Elongation,  
43 psi; ASTM C115, Tensile at 50% Elongation ,  
65 psi; Ultimate Tensile Strength,  
170 psi, 1.17 MPa, ASTM C719 Joint Movement Capability;  
Federal Specification TT-S0001543A (COM-NBS)  
Class A for silicon building sealant;  
Federal Specification TT-S-00230C (COM-NBS)  
Class A for one-component building sealant;  
ASTM Specification C-920 Type S, Grade NS, Class 50, Use NT, G and A.

**MINIMUM STRUCTURAL ATTACHMENTS REQUIREMENTS:**

ASTM Standard, F 1642-04,  
"Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings"  
ASTM Book of ASTM Standards,  
Vol. 04.07, March 2004. 2 US General Services Administration (GSA), GSA-TS01- 2003,  
"Standard Test Method for Glazing and Glazing Systems subject to Dynamic Overpressure Loadings,"  
GSA Jan. 2003. 3 Department of Defense (DoD),  
Unified Facilities Criteria (UFC) UFC4-010-01,  
"DoD minimum Antiterrorism Standards for Buildings" DoD October 2003.

**WARRANTY PERIOD:**

Warranty shall be a full 15 years for all installed solar laminates, structural sealants, and structural attachments including the installation.

- The awarded bidder is responsible for the installer, the installer must be authorized by the manufacturer. The installer must have at least 5 years of experience and a professional knowledge of school and/or office building installations. Installer will be 100% responsible for cleaning and preparing all window surfaces prior to installation. Installer will not install products under environmental conditions (temperature, humidity, ventilation) outside of manufacturer's recommended limits. Before the release of payment is made, UAH shall confirm that workmanship is consistent with the approved manufactures recommendations.
- **CARE AND MAINTENANCE:**  
Instructions for Care and Maintenance provided at the conclusion of the project.

**Project commencement date and completion date is to be determined.**

After the project dates are determined and the facilities chosen in which the solar laminate film will be installed ... The awarded vendor will be given a commencement date and a completion date. Liquidated damages will be \$200 per day beginning the day after the chosen finish date and will continue until all the installation is completed. LD's will be deducted from the vendors invoice.

**QUOTATION SHEET**

COMPANY NAME: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**ITEM #1**

Turn-Key - 100% Unit Cost Exterior Window Film Per Square Foot using the "Eversafe Brand" Solar Laminate listed in the specifications of this document. This unit price must include full installation, parts, labor and materials for exterior side of the glass

PRICE PER SQUARE FOOT includes Exterior Side of the glass (as specified above)

\$ \_\_\_\_\_/sf for Exterior Solar Film

**ITEM #2**

Turn-Key- 100% Unit Cost of Exterior Window Film Per Square Foot using an "ALTERNATE BRAND" of Solar Laminate. The alternate brand must reasonably meet or exceed in all ways, the listed specifications of the brand listed in this document. Proof of this specification must be printed and attached to this bid to be considered. This unit price must include full installation, parts, labor and materials for exterior side of the glass.

Alternate Brand Name of Laminate Solar Film:

\_\_\_\_\_  
***Specs must be included on a separate page attached to this bid***

PRICE PER SQUARE FOOT includes Exterior sides of the glass (as specified above)

\$ \_\_\_\_\_/sf for Exterior Solar film

How long does it take your crew to install approximately 400 square feet of exterior window film?

Number of Hours \_\_\_\_\_

Does bid price include a minimum of 15-year warranty on all parts, labor, installation and Materials Yes No

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

10. **Bid Terms:** Show unit prices, extensions, and total price. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for a minimum of thirty (30) days from the date of bid opening and any exception must be clearly stated.
11. **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made. Bid tabulations can be reviewed by accessing Procurement Services website at <http://uah.edu/business-services>. Click on "Vendors" then "Bid Awards".
12. **Bids are Public Record:** All bids become a matter of public record at bid award. The University accepts no responsibility for maintaining the confidentiality of any information submitted with the bid whether labeled confidential or not.
13. **Standards of Quality:** When a material, article, or piece of equipment is identified in these specifications by reference to manufacturer's or vendor's name, trade name, catalog and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.
- The bidder is responsible for clearly and specifically indicating the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable UAH to determine if the product offered meets the requirements of the invitation. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an "Equal" product, such bid will be considered to offer the brand name product referenced in the invitation. The University of Alabama in Huntsville will be the sole judge of EQUAL items bid.
14. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, Procurement Services may request an on-site premise visit to examine the facility.
15. **Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
16. **Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

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



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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

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

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

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

## State of Alabama Immigration Law

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

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

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

- Log onto [www.uscis.gov/everify](http://www.uscis.gov/everify)
- Click "Getting Started" for information about the program, requirements, and enrollment process.
- Click "Enroll in E-Verify" and begin the enrollment process.
- When the 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 is not located in  
Alabama and that the Company does not employ an individual or individuals within the State of  
Alabama.

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

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

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

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

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



THE UNIVERSITY of  
ALABAMA SYSTEM

### VENDOR DISCLOSURE STATEMENT

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

#### Definitions

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

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

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

Entity Name:

Individual Name:

Title:

Address Line 1:

Address Line 2:

City, State, Zip:  Telephone:

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

#### 3. Describe the proposed Agreement:

Goods and services to be provided:

Grant or proposal number (if applicable):

Amount or anticipated amount:

Term:

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

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

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

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

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

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

Yes  No

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

Yes  No

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

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

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

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

Yes  No

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

Name:

Address:

Name:

Address:

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

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

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

Signature

Date