



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

DATE  
 04/29/2020

BID NUMBER  
**B002682**

RESPONSE DUE BY:  
 05/13/2020  
 3:00 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 D Haas

EMAIL

Kelly.haas@uah.edu

VENDOR NO.

V  
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D  
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R

ALL BIDS MUST BE SIGNED AND SUBMITTED ON THE WEBSITE [VENDORREGISTRY.COM](http://VENDORREGISTRY.COM). FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

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

NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
01			The University of Alabama in Huntsville requests bids for <b>UAH Grounds Maintenance</b> as per the attached specifications.		
02			<b>*** All bid responses are required to be submitted electronically via Vendor Registry.com. No Bid responses will be accepted via fax, email, US Postal Service, UPS, FedEx or any other mailing services and you may not submit a bid in person at the University. ***</b>		
03			<b>*** All questions must be submitted electronically at vendorregistry.com to receive answers from the University procurement officer. ***</b>		
04			Award: No award information will be made available by telephone, fax, mail or email. Once the bid is awarded the award information and tabulation will be posted to our website thru Vendor Registry. <a href="http://WWW.UAH.EDU/BUSINESS-SERVICES/VENDORS/BID-OPPORTUNITIES">HTTP://WWW.UAH.EDU/BUSINESS-SERVICES/VENDORS/BID-OPPORTUNITIES</a>		

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

**TOTAL** →

SIGNATURE \_\_\_\_\_  
 PAGE 1

DATE \_\_\_\_\_

COMPANY REPRESENTATIVE

An Affirmative Action/Equal Opportunity Institution

**BID NUMBER: B002682**

The University of Alabama in Huntsville is accepting bids for UAH Grounds Maintenance **beginning May 2020 until June 2021 with the option to renew for 3 additional years.**

The University of Alabama in Huntsville is requesting bids for UAH Grounds Maintenance (B00XXXX) **TO REGISTER ON UAH VENDOR REGISTRY GO TO WEBSITE:** [HTTP://WWW.UAH.EDU/BUSINESS-SERVICES/VENDORS/BID-OPPORTUNITIES](http://www.uah.edu/business-services/vendors/bid-opportunities) AND CLICK ON [VENDOR REGISTRATION](#). TO OBTAIN A COPY OF THIS BID, SCROLL DOWN AND CLICK ON THE BID NUMBER.

All requests for bids must be submitted thru Vendor registry by 3:00 PM on May 12, 2020.

The contract may be cancelled by giving thirty days' notice by either party at the end of the first one-year contract or the subsequent one-year periods.

Requirements of Bid:

Bidders must have experience maintaining large commercial properties and furnish two references with Bid.

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

In order to be considered for selection, vendors must submit a complete response to this request for bid including business license, vendor disclosure statement and certificate of insurance. The vendors shall make no other distribution of the bids.

No bid 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 bids.

Vendors must fill out the bid completely and include their certificate of insurance, vendor disclosure statement and business license when submitting to vendor registry.

In the event it becomes necessary to revise any part of this request for bid prior to

All questions pertaining to this request for bid should be addressed to Kelly Haas via Vendor Registry: Subject (B002682) UAH Lawn Maintenance. Deadline for questions is May 8, 2020 at 3pm.

**Contractors must bid on all six zones. Bid may be awarded to multiple companies.**

A. DAMAGES: Done by the Contractor to any person or property, public or private, are the total responsibility of the Contractor and are repaired or compensated for by the Contractor to the satisfaction of both injured party and the University of Alabama in Huntsville at no cost to the University of Alabama in Huntsville.

B. INSURANCE: Contractor shall be fully insured as specified and shall be completely covered by State Workers' Compensation during the life of this contract. The Contractor shall have liability insurance in the amount of \$1,000,000.00 for each occurrence and shall name the Board of Trustees and the University of Alabama in Huntsville as an additional insured on its policy for the work being performed at the University of Alabama in Huntsville.

C. WORKING HOURS: The Contractor will schedule work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday unless authorized by the University of Alabama in Huntsville to do otherwise.

D. SUBCONTRACTS: The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the University of Alabama in Huntsville. The Subcontractor, as approved, shall be bound by the conditions of the contract between the University of Alabama in Huntsville and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All directions given to the Subcontractor in the field shall bind the Contractors as if the notice had been given directly to the Contractor.

E. EXECUTION OF CONTRACT: The successful Bidder shall, within five (5) calendar days of the mailing of written notice of selection as the successful bidder, enter into contract with the University of Alabama in Huntsville on forms included within the bidding documents for the performance of work awarded him and shall simultaneously provide the appropriate bonds, indemnities, and insurance required hereunder. The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promises made by representatives of the University of Alabama in Huntsville, or other persons.

F. DISCONTINUANCE OF WORK: Any practice obviously hazardous as determined by the University of Alabama in Huntsville shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

G. OBSERVANCE OF LAWS, ORDINANCES, AND REGULATIONS: The Contractor, at all times during the term of this contract, shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts and competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules, and regulations as they relate to hiring, wages, and other applicable conditions of employment.

H. SUPERVISION: This contract will be under the direct supervision of the University of Alabama in Huntsville or its authorized representatives. Any alteration or modifications of the work performed under this contract shall be made only in written agreement between the Contractor and the University of Alabama in Huntsville-authorized representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

I. BIDDING SPECIFICATION AND CONTRACTUAL TERMS: Work done under the direction of this contract shall be bid on forms as provided by the University of Alabama in Huntsville. (Not applicable to this project.)

K. AWARD: For a bid to be considered, prices must be quoted for the entire project.

L. CONTRACT TERMINATION: The University of Alabama in Huntsville shall have the right to terminate a contract or a part thereof before the work is completed in the event: i. Previous unknown circumstances arise making it desirable in the public interest to void the contract; ii. The Contractor is not adequately complying with the specifications; iii. Proper arboricultural techniques are not being followed after warning notification by the University of Alabama in Huntsville or its authorized representatives; iv. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity; v. The Contractor in the judgment of the University of Alabama in Huntsville is unnecessarily or willfully delaying the performance and completion of the work; vi. The Contractor

refuses to proceed with work when as directed by the University of Alabama in Huntsville; or vii. The Contractor abandons the work.

M. INDEMNIFICATION: I, the Contractor, agree to indemnify, hold harmless, and defend the University of Alabama in Huntsville from and against any and all loss, damage, or expense which the University of Alabama in Huntsville may suffer or for which the University of Alabama in Huntsville may be liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder. This indemnity provision shall not apply in cases where the Contractor has not been provided with timely notice, nor shall the Contractor be liable to the University of Alabama in Huntsville for any settlement of any complaint affected without the prior written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the University of Alabama in Huntsville's trees by persons (other than employees of the Contractor engaged in the work contemplated by this agreement) who are around such trees.

## **GENERAL:**

- Expectation: UAH requires contractors to provide excellent performance and customer service to our campus, students, staff, and community.
- UAH campus policies and procedures: Service contractors will comply with all UAH policies and procedures. Violation of any of these policies and/or procedures can result in immediate termination of contract, without warning or notice. These policies include, but are not limited to:
  - Smoke and tobacco-free campus
  - Sexual harassment
  - Interaction with UAH students/staff/employees
  - Weapons/firearms
  - Drug free workplace
  - Motor vehicle and parking regulations
- Liability for damage: Contractor will be liable for any and all damage incurred by their operation to UAH property, vehicles, and/or persons.
- Maintenance schedule:
  - Weekly maintenance is to be performed any day of the week, with a strong recommendation that weekend hours be utilized to increase accessibility and reduce interference to academics.
  - Contractors are able to operate between the hours of 6am and 6pm, with the exception of student housing, where no powered equipment shall be used before 8 AM on weekdays and 9 AM on weekends.
  - Contractor will create and communicate a weekly maintenance schedule to UAH Grounds leadership.
  - Any change in schedule due to rain and/or holidays will be coordinated and communicated with UAH Grounds leadership prior to implementation.

## **PERFORMANCE:**

- Contractor will provide all personnel, equipment, and materials necessary to fulfill the requirements within this scope of work.
- Contractor will perform a national, seven-year felony and misdemeanor background check on each hiring applicant before they are assigned to work at UAH. This information should be obtained at the person's consent and retained in the Contractor's file. The Contractor will not employ anyone at UAH who has not successfully passed a felony and misdemeanor background check. All background check costs are the Contractor's responsibility.
- Background checks will be provided to UAH before employees of contractors will work on campus. Background checks will be provided to UAH prior to start of service along with a list of the approved employees that will work on campus. If a new employee starts on campus the contractor will submit a background check and get approval from UAH before they are able to work on campus.
- Contractor will only allow clearly marked company trucks, cars on campus. No personal vehicles will be allowed anywhere on campus.

- Contractor will NOT store any equipment and/or materials on UAH property. All equipment and/or materials will be transported to the job site on the day of maintenance and be removed from the property upon completion of that day's maintenance.
- Contractor will not move or remove any UAH property without prior written consent from UAH Grounds leadership.
- Contractor will provide a sufficient number of qualified supervisors to be on site to lead, manage, and ensure completion of all operations.
- Contractor management will ensure that all contracted employees operate with full protective PPE required for their particular assignment at all times.
- Contractor's employees will wear appropriate and identifiable company uniforms at all times while on site.
- UAH Grounds leadership will regularly inspect the contractor's performance to ensure scope of work is completed to terms of agreement. Contractor will only be paid for services that are satisfactorily completed based upon this scope of work and standards at the discretion of UAH Grounds leadership.
- Contractor will communicate with UAH Grounds leadership as often as necessary but at least weekly to achieve optimal performance.
- Contractor management will meet with UAH Grounds leadership monthly to perform a walk-thru of maintained properties in order to review service quality and performance.
- Scope of work will be performed by contractor's employees (no subcontractors) unless approved in advance writing by UAH.

## *SCOPE OF WORK*

### **PRIORITY 1 AREAS:**

1. All turf areas will be mowed weekly during growing season (approximately March-October).
2. All turf areas will be mowed once a month during winter months, or as needed.
3. All turf areas will be mowed at a consistent, appropriate height (determined by UAH Grounds leadership and contractor) to promote healthy turfgrass and achieve an aesthetically pleasing appearance.
4. Mowing frequency and/or mowing height may need to be adjusted during seasons of drought or stress. Any adjustments will be agreed upon and communicated with UAH Grounds leadership prior to implementation.
5. All trash and limbs on property (in turfgrass, beds, sidewalks, hardscapes, etc.) will be picked up prior to mowing.
6. Contractor will use the proper mowing equipment to achieve a high-quality cut and prevent scalping and/or rutting.
7. Where possible, contractor is expected to vary mowing patterns to promote healthy turfgrass and prevent rutting.
8. Contractor will deposit and leave turf clippings on lawn areas with the exception that this will create a large surface buildup. In the case where a mower leaves excessive clippings (rows), the contractor will collect and remove these clippings from the job site at the end of each visit. Clippings will not be left overnight.
9. Permanent fixtures such as parking signs, light poles, etc. will be maintained weekly with weed trimmers at a height consistent with surrounding turfgrass. Care will be taken to prevent fixture, property, and grounds damage. Contractor is responsible to clean, repair and/or replace any property damaged by contractor's operations.
10. Edging and trimming along curbs, walkways, and landscape beds will be performed weekly during growing season to maintain a neat and consistent appearance. All hard edging will be performed by mechanical stick-edgers (not weed trimmers). Any edging and/or trimming that cannot be performed during regular visits due to vehicle obstruction will be serviced after hours or on weekends when obstructions are not present.
11. Edging and trimming will be performed once a month during winter months, or as often as needed.
12. Curbs, sidewalks, hardscape areas, and entry ways will be cleaned with mechanical blowers to disperse and/or remove leaves, turf clippings, and other debris.
13. Contractor will NOT leave excessive leaves and/or turf clippings in landscape beds or parking lots. These will be collected and removed from the job site the day the property is maintained.
14. Contractor will remove all trash, leaves, limbs, and debris from property landscape and turfgrass on a weekly basis.
15. Contractor will identify and remove any and all weeds from landscape beds, cracks, and crevices on site. Weeds up to 2" in height may be sprayed with Roundup or equivalent product. Weeds over 2" in height will be removed manually. All spraying will be performed by a trained professional (OTPS, OTPC, or someone under their direct supervision) to ensure herbicide is applied in a safe and effective manner.
16. Option: Contractor will be on site weekly to remove any and all leaves throughout the fall/winter season until all leaves have dropped and are removed. This includes removal of leaves in turf, beds, walkways, parking lots, etc. This option will be decided on and agreed to by UAH and Contractor prior to fall 2020.

### **PRIORITY 2 AREAS:**

1. All turf areas will be mowed weekly during growing season (approximately March-October).
2. All turf areas will be mowed at a consistent, appropriate height (determined by UAH Grounds leadership and contractor) to promote healthy turfgrass and achieve an aesthetically pleasing appearance.
3. Mowing frequency and/or mowing height may need to be adjusted during seasons of drought or stress. Any adjustments will be agreed upon and communicated with UAH Grounds leadership prior to implementation.
4. All trash and limbs on property (in turfgrass, beds, sidewalks, hardscapes, etc.) will be picked up prior to mowing.

5. Contractor will use the proper mowing equipment to achieve a high-quality cut and prevent scalping and/or rutting.
6. Where possible, contractor is expected to vary mowing patterns to promote healthy turfgrass and prevent rutting.
7. Contractor will deposit and leave turf clippings on lawn areas with the exception that this will create a large surface buildup. In the case where a mower leaves excessive clippings (rows), the contractor will collect and remove these clippings from the job site at the end of each visit. Clippings will not be left overnight.
8. Permanent fixtures such as parking signs, light poles, etc. will be maintained weekly with weed trimmers at a height consistent with surrounding turfgrass. Care will be taken to prevent fixture, property, and grounds damage. Contractor is responsible to clean, repair and/or replace any property damaged by contractor's operations.
9. Edging and trimming along curbs, walkways, and landscape beds will be performed weekly during growing season to maintain a neat and consistent appearance. All hard edging will be performed by mechanical stick-edgers (not weed trimmers). Any edging and/or trimming that cannot be performed during regular visits due to vehicle obstruction will be serviced after hours or on weekends when obstructions are not present.
10. Curbs, sidewalks, hardscape areas, and entry ways will be cleaned with mechanical blowers to disperse and/or remove leaves, turf clippings, and other debris.
11. Contractor will NOT leave excessive leaves and/or turf clippings in landscape beds or parking lots. These will be collected and removed from the job site the day the property is maintained.
12. Contractor will remove all trash, leaves, limbs and debris from property landscape and turfgrass on a weekly basis.
13. Option: Contractor will be on site weekly to remove any and all leaves throughout the fall/winter season until all leaves have dropped and are removed. This includes removal of leaves in turf, beds, walkways, parking lots, etc. This option will be decided on and agreed to by UAH and Contractor prior to fall 2020.

### **PRIORITY 3 AREAS:**

1. All turf areas will be mowed weekly during growing season (approximately March-October) and once a month during winter months, or as needed during winter months.
2. All turf areas will be mowed at a consistent, appropriate height (determined by UAH Grounds leadership and contractor) to promote healthy turfgrass and achieve an aesthetically pleasing appearance.
3. Mowing frequency and/or mowing height may need to be adjusted during seasons of drought or stress. Any adjustments will be agreed upon and communicated with UAH Grounds leadership prior to implementation.
4. All trash and limbs on property (in turfgrass, beds, sidewalks, hardscapes, etc.) will be picked up prior to mowing.
5. Contractor will use the proper mowing equipment to achieve a high-quality cut and prevent scalping and/or rutting.
6. Where possible, contractor is expected to vary mowing patterns to promote healthy turfgrass and prevent rutting.
7. Contractor will deposit and leave turf clippings on lawn areas with the exception that this will create a large surface buildup. In the case where a mower leaves excessive clippings (rows), the contractor will collect and remove these clippings from the job site at the end of each visit. Clippings will not be left overnight.
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9. Contractor will NOT leave excessive leaves and/or turf clippings in landscape beds or parking lots. These will be collected and removed from the job site the day the property is maintained.
10. Option: Contractor will be on site weekly to remove any and all leaves throughout the fall/winter season until all leaves have dropped and are removed. This includes removal of leaves in turf, beds, walkways, parking lots, etc. This option will be decided on and agreed to by UAH and Contractor prior to fall 2020.



Priority Areas

-  SKH/TECH HALL
-  NSSTC/SWIRL
-  ENG/VBRH
-  CHARGER PARK
-  INT FIELDS
-  SE HOUSING
-  ELC
-  Frat/Sor Row

Orange = Priority 1

Red = Priority 2






Yellow = Priority 3



**Zone 1 – Priority 1**



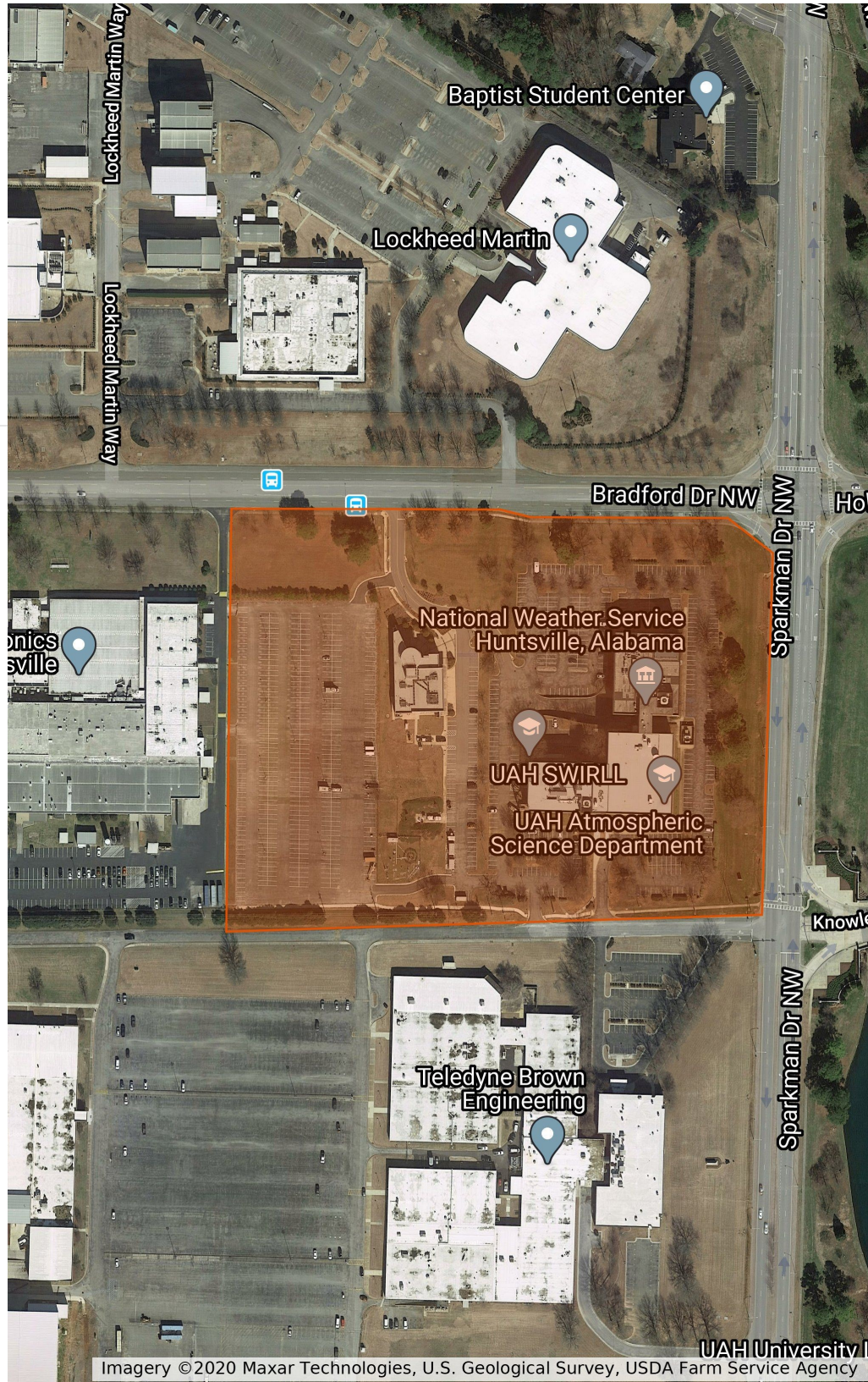
Priority Areas

-  SKH/TECH HALL
-  NSSTC/SWIRL
-  ENG/VBRH
-  CHARGER PARK
-  INT FIELDS
-  SE HOUSING
-  ELC
-  Frat/Sor Row

Orange = Priority 1

Red = Priority 2

Yellow = Priority 3



Zone 2 – Priority 1

**Zone 3 – Priority 1**



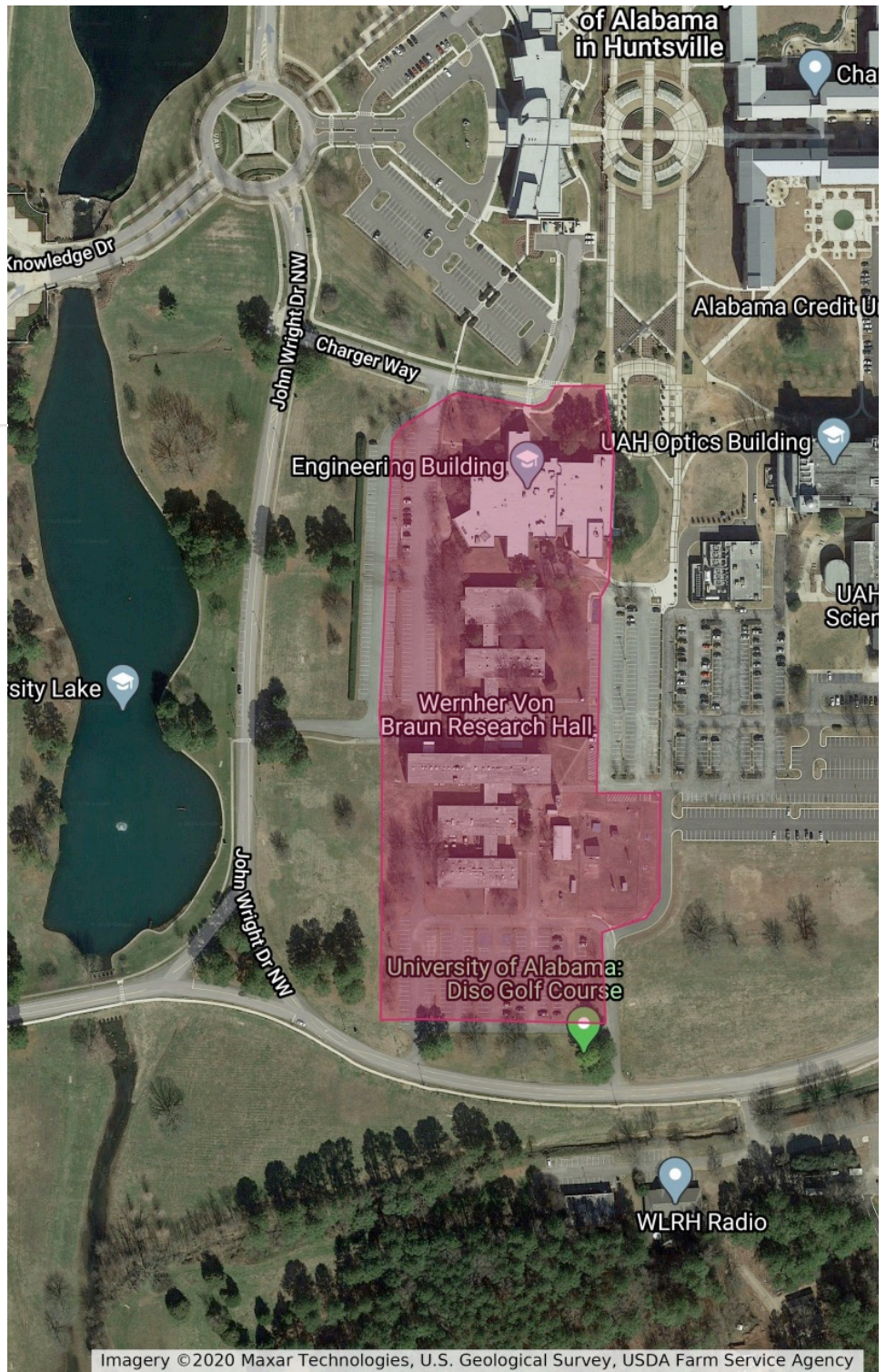
Priority Areas

-  SKH/TECH HALL
-  NSSTC/SWIRL
-  ENG/VBRH
-  CHARGER PARK
-  INT FIELDS
-  SE HOUSING
-  ELC
-  Frat/Sor Row

Orange = Priority 1

Red = Priority 2

Yellow = Priority 3



Zone 4 – Priority 2

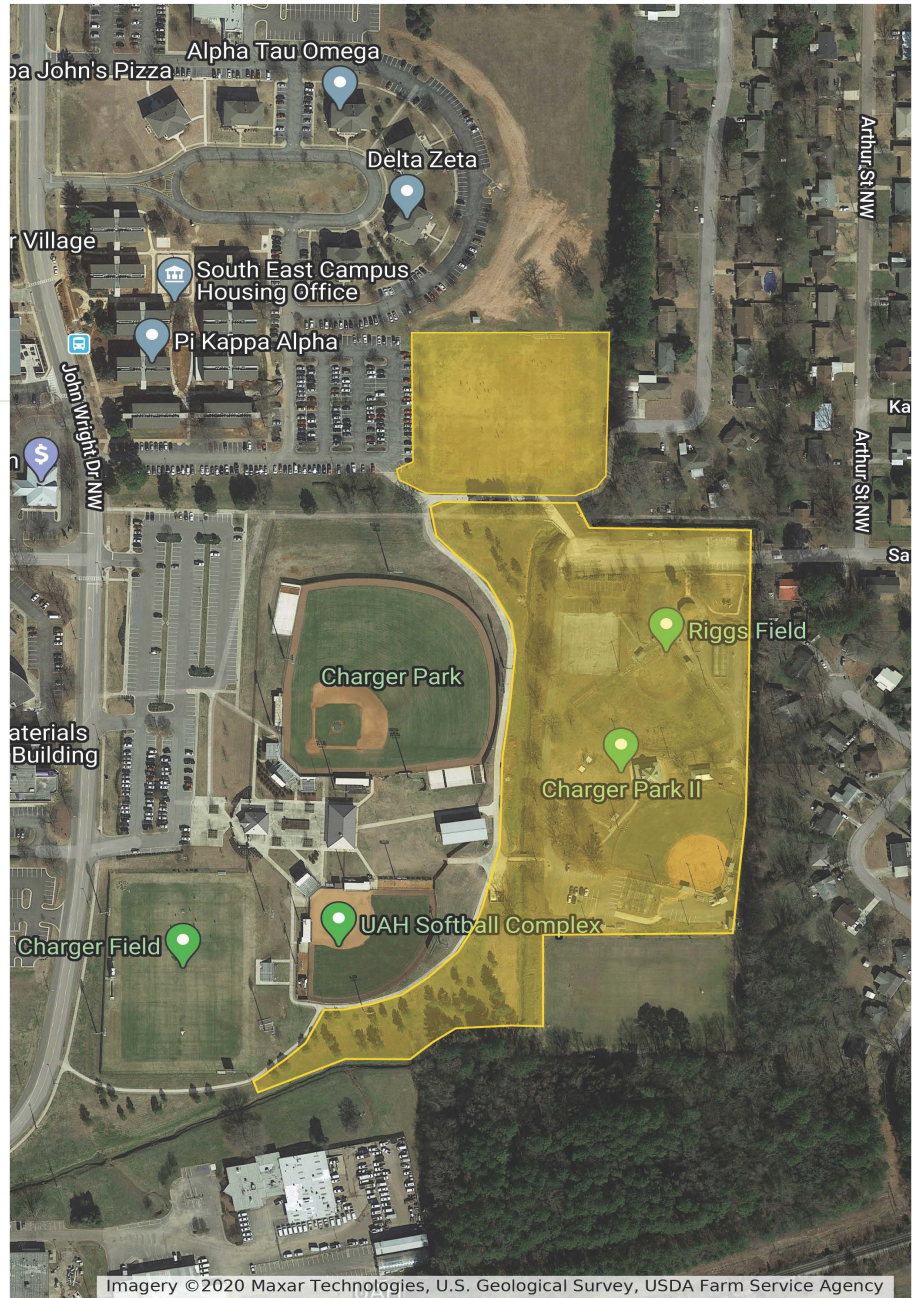


# Maintenance Bid Scope of Work

## Priority Areas

-  SKH/TECH HALL
-  NSSTC/SWIRL
-  ENG/VBRH
-  INT FIELDS
-  SE HOUSING
-  ELC
-  Frat/Sor Row
-  Charger Park

Orange = Priority 1  
Red = Priority 2  
Yellow = Priority 3





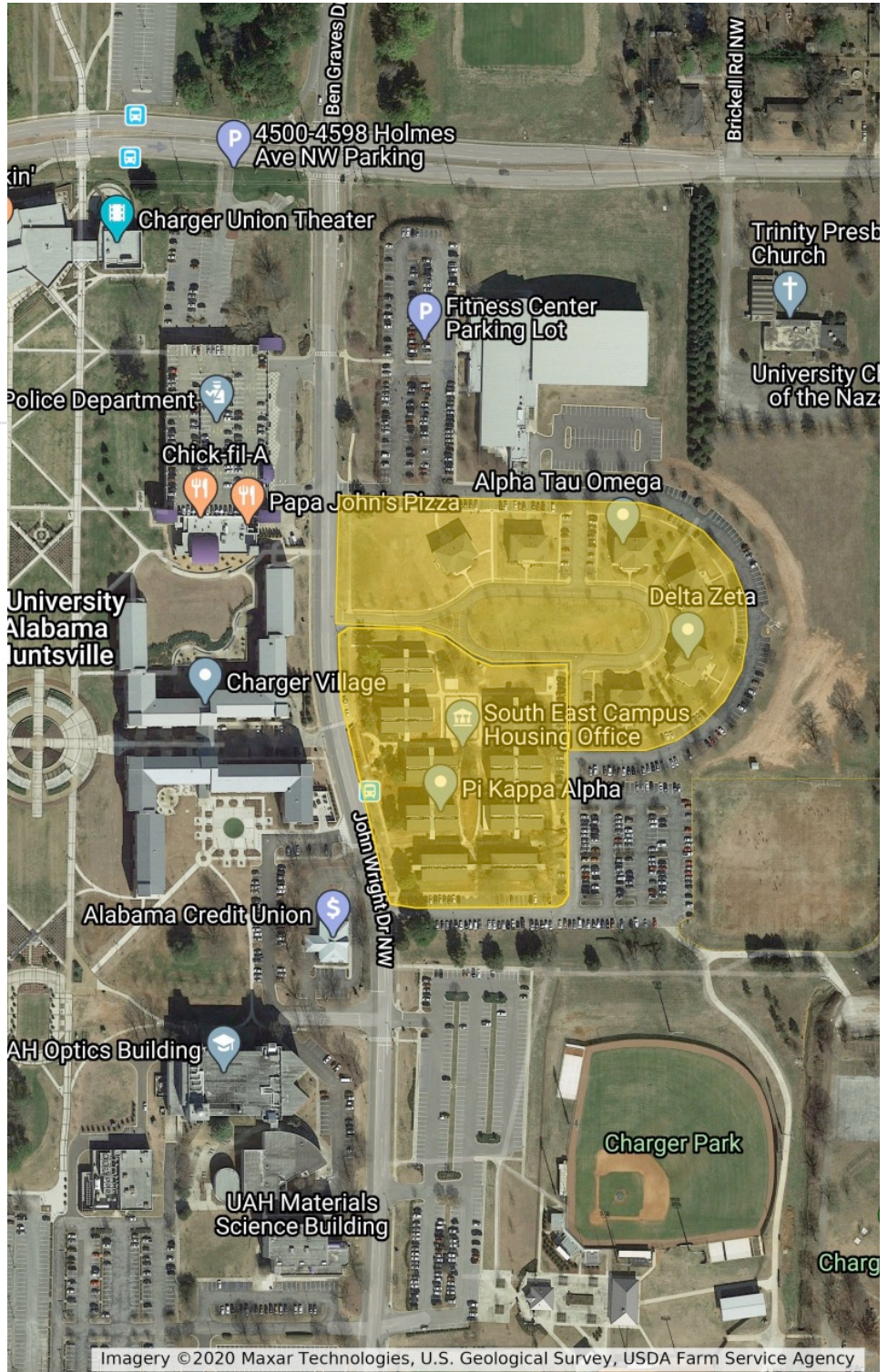
Priority Areas

-  SKH/TECH HALL
-  NSSTC/SWIRL
-  ENG/VBRH
-  CHARGER PARK
-  INT FIELDS
-  SE HOUSING
-  ELC
-  Frat/Sor Row

Orange = Priority 1

Red = Priority 2

Yellow = Priority 3



**Zone 6 – Priority 3**

# BID SHEET

## YEAR 1

Zone 1 (Priority 1)-\_\_\_\_\_ per year

Zone 2 (Priority 1)-\_\_\_\_\_ per year

Zone 3 (Priority 1)-\_\_\_\_\_ per year

Zone 4 (Priority 2)-\_\_\_\_\_ per year

Zone 5 (Priority 3)-\_\_\_\_\_ per year

Zone 6 (Priority 3)-\_\_\_\_\_ per year

## YEAR 2

Zone 1 (Priority 1)-\_\_\_\_\_ per year

Zone 2 (Priority 1)-\_\_\_\_\_ per year

Zone 3 (Priority 1)-\_\_\_\_\_ per year

Zone 4 (Priority 2)-\_\_\_\_\_ per year

Zone 5 (Priority 3)-\_\_\_\_\_ per year

Zone 6 (Priority 3)-\_\_\_\_\_ per year

## YEAR 3

Zone 1 (Priority 1)-\_\_\_\_\_ per year

Zone 2 (Priority 1)-\_\_\_\_\_ per year

Zone 3 (Priority 1)-\_\_\_\_\_ per year

Zone 4 (Priority 2)-\_\_\_\_\_ per year

Zone 5 (Priority 3)-\_\_\_\_\_ per year

Zone 6 (Priority 3)-\_\_\_\_\_ per year

## GENERAL CONDITIONS

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

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

The furnishing of materials, supplies, equipment or service to The University of Alabama in Huntsville under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 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 The University of Alabama in Huntsville form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, The University of Alabama in Huntsville reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

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



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

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

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

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

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

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

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

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

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

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

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

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

F.O.B. Point The University of Alabama in Huntsville DESTINATION	TERMS	WARRANTY
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 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 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").

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.
• "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