

# THE UNIVERSITY OF ALABAMA

## INVITATION FOR BID

**ATTENTION: This is not an order. Read all instructions and terms and conditions carefully.**

<b>INVITATION NO.:</b>	<b>RETURN ALL COPIES OF BIDS TO:</b>
<b>Issue Date:</b>	<b>THE UNIVERSITY OF ALABAMA</b>
<b>Title:</b>	<b>PURCHASING DEPARTMENT</b>
<b>Buyer:</b>	<b>(Street Address) 1101 Jackson Ave Suite 3000</b>
<b>Phone:</b>	<b>Tuscaloosa, Alabama 35401</b>
<b>Email:</b>	<b>OR</b>
	<b>(Mailing Address) Box 870130</b>
	<b>Tuscaloosa, Alabama 35487</b>
	<b>PHONE: (205)348-5230 FAX: (205) 348-8706</b>

**Bid Responses may NOT be faxed or emailed.**

**IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 03/19/2014 @ 2:00 P.M. CST TIME**

**Bid number and opening date must be clearly marked on the outside of all bid packages.**

1. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted there under sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the University reserves the right to enter into negotiations within thirty (30) days of the bid opening.
2. The University's [General Terms and Conditions](#) and [Instructions to Bidders](#), apply to this Solicitation and shall become a part of any contract issued hereunder.
3. For purposes of this Solicitation, the Solicitation documents shall consist of the following components:  
a) Invitation for Bid and any Addenda; b) [General Terms and Conditions](#); c) [Instructions to Bidders](#)  
In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.
4. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles.

### 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 in Alabama. **By submitting a response to this solicitation, 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 University of Alabama may declare the contract void if the certification is false.

### DISCLOSURE STATEMENT

1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.
2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.
3. By accepting payments agreed to in any purchase order resulting from this bid, Contractor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

### AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
2. The contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.
4. I have fully informed myself regarding the accuracy of the statement made above.

### THIS AREA MUST BE COMPLETED

<b>DELIVERY AFTER RECEIPT OF ORDER:</b>	<b>NAME OF COMPANY:</b>	<b>PHONE:</b>
<b>FEDERAL EMPLOYER ID NO.:</b>	<b>ADDRESS:</b>	<b>FAX:</b>
<b>PAYMENT TERMS:</b>	<b>ADDRESS:</b>	<b>E-MAIL:</b>
<b>SHIPPING TERMS:</b>	<b>CITY, STATE &amp; ZIP CODE:</b>	<b>DATE:</b>
<b>F.O.B. DESTINATION-PREPAID AND ALLOWED</b>		
<b>QUOTE VALID UNTIL:</b>	<b>SIGNATURE:</b>	<b>Typed/Printed Name of Signor</b>

**SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.**

## INVITATION FOR BID

The University of Alabama requests sealed bids as per attached general and technical specifications or equal unless otherwise specified in the Special Conditions.

All Bidders submitting a bid must read all specifications carefully and respond accordingly. Failure to do so may eliminate your bid from consideration due to non-compliance.

### 1.0 GENERAL SPECIFICATIONS

- 1.1 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 in Huntsville, Huntsville, 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.

- 1.2 All bid responses, technical information and any other attachments furnished to The University of Alabama in response to this request for quotation must be submitted in duplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THE ENTIRE BID RESPONSE). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of this bid.
- 1.3 The stated requirements appearing elsewhere in this solicitation shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined. If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this solicitation.

**Note: Bidders shall not submit their standard terms and conditions or purchase order terms as exceptions to or modification of the terms and conditions of this solicitation. Each exception to or modification of a University term and condition shall be individually listed by the bidder. Failure to follow this instruction may result in the determination that a bid submission is non-responsive to a solicitation and the rejection of that bid.**

- 1.4 The issuance of a University Purchase Order (P#) or a signed Contract document is required to constitute a contract between the successful Bidder and the University which shall bind the successful Bidder to furnish and deliver the commodities ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation as well as the terms and conditions of the University's Purchase Order or Contract. No shipments are to be made to The University of Alabama without the issuance of a Purchase Order (P#). (Bidders are not to accept or ship items against a requisition number "R" #.)
- 1.5 Any questions concerning these specifications should be directed to the Buyer listed on the signature page.
- 1.6 No department, school or office at the University has the authority to solicit or receive official Solicitations nor authorize Solicitation or Contract changes other than the Purchasing Department. All solicitations are issued under the direct supervision of the Associate Director for Purchasing and in complete accordance with the State of Alabama Bid Law, Section 41-16-20 and University policies and procedures.
- 1.7 The terms and conditions included in this Solicitation along with any addenda, any University contract and/or University purchase order(s) issued referencing this Solicitation, the University's [General Terms and Conditions](#), [Instructions to Bidders](#) shall constitute the entire and exclusive Contract between the University and the successful Bidder.

1.8 **State of Alabama Immigration Law Compliance****Compliance Notice.**

By submitting a proposal to this RFP, a Respondent agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535), as amended. A Respondent also shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any on-going work, and shall remain enrolled throughout the entire course of its performance of the contract awarded pursuant to this RFP. 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." To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the University from any and all losses, consequential damages, expenses (including but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph or contained in the Alabama Immigration Law (Act 2011-535), as amended.

**State of Alabama Immigration Law (Act 2011-535)**

The successful contractor will be required to provide written certification they are in compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535).

*One of the two required documents must be submitted prior to issuance of a University contract or purchase order. . Please complete and submit the form or document that applies to your company.*

**Complete this document only, if your company is not located in Alabama and your company does not have employees or subcontractors that work in the State of Alabama.**

- Certification of Compliance and affidavit forms included with this solicitation (*see Appendix – Certification of Compliance*)

**Complete the E-Verify document online, if your company is located in Alabama or your company has employees working in Alabama**

- Contractor's one-page E-verify Employment Eligibility Verification form (*see example included in Appendix - E-Verify*).

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.

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](#)

## INVITATION FOR BID

### 2.0 QUALIFICATIONS AND STANDARDS

Due to the importance of maintaining a safe University environment, it is imperative that the successful bidder meet certain qualifications that will guarantee The University of Alabama the successful Bidder is qualified to furnish and deliver products, equipment and services or furnish, deliver, install, service and/or repair equipment whichever is applicable as required in this Solicitation. In order for Bidders to qualify, the following requirements must be fulfilled:

- 2.1 The Bidder, if requested, must provide in writing, a statement that the Bidder has been regularly engaged in business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, or services required in this Solicitation. In lieu of the minimum number of years in business, a performance bond may be required in the amount of one hundred (100%) percent of the contract price. This bond will be used to secure the completion of the project should the successful Bidder default for any reason. Failure to comply with this requirement may eliminate your bid response from consideration.
- 2.2 Each bidder required to provide a bond, shall submit a letter from a bonding agent licensed to do business in the State of Alabama stating that if the bidding company is the successful bidder, said bonding agent will furnish a 100% performance and payment bond covering and including products and service for the duration of the contract period. Said bond shall be subject to the approval and acceptance of The University of Alabama. The Letter and Bond shall be submitted to the University Purchasing Department and must be furnished within forty-eight (48) hours after request. The premium of the bond shall be paid by the successful bidder. Failure to provide the bond letter or bond will eliminate your bid from consideration in the bid award.

### 3.0 REFERENCES

References must include at least three (3) other universities, institutions or businesses, which the bidder has successfully provided products, services or installation of equipment similar to those required in this Solicitation in terms of manufacturer, size, features, service or type of installation. The references must include company name, address, project/delivery date, contact name, phone number, and email address.

### 4.0 PRODUCT SPECIFICATIONS

Specify all terms and conditions of the warranties associated with your products with your bid response.

### 5.0 PRICE QUOTATION

- 5.1 **IMPORTANT:** It is required that the PRICE QUOTATION SHEET(S) furnished with this Request for Price Quotation be completed and submitted with your proposal. **DO NOT** send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration in the bid award.
- 5.2 All prices shall be quoted furnish and install (if applicable) FOB The University of Alabama, Tuscaloosa, AL 35487 prepay and allowed. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder. The successful Bidder must transport at the time of set-up, the equipment and supplies necessary for this installation to campus. No direct shipments will be accepted.
- 5.3 It is the Bidder's responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Bidder in response to this Solicitation.
- 5.4 The successful Bidder under the specifications required in this Solicitation shall furnish at its expense all equipment, labor, tools, supplies, transportation, insurance and other expenses necessary to fully perform any phase of the requirements of this Solicitation.
- 5.5 Quote prices firm for a period of ninety (90) days following the bid opening date unless otherwise stated in the Special Conditions. Bids that do not guarantee pricing firm for this period may be eliminated. Failure to quote the term for which your prices will remain firm may eliminate your bid from consideration.

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- 5.6 The quoted price must include but not be limited to all cables, wires, connectors, etc. to make a complete functioning unit unless specifically stated in the special conditions.
- 5.7 Include with your bid response complete details of your company's Return Merchandise policy, including, but not limited to, amount of any restocking fee required, procedures, limitations, contact person and phone number. While the University does not enter into any purchase with the intent to return items ordered, we do require this information be included with your bid response. Failure to include this information may be grounds for elimination of your bid from consideration.

### **6.0 DELIVERY, INSTALLATION AND TRAINING REQUIREMENTS**

- 6.1 Proposed delivery dates shall be stated in number of calendar days after receipt of order.
- 6.2 All items must be delivered directly to the University by the successful Bidder and placed according to the instructions supplied by the University.

### **7.0 INSURANCE**

- 7.1 See [General Terms and Conditions](#) for general Insurance Requirements, Additional Insurance requirements may be listed in the Special Conditions Section.
- 7.2 The successful Bidder shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the [General Terms and Conditions](#) unless otherwise modified in the Special Conditions.
- 7.3 The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request. Failure to comply with this request may eliminate your bid from consideration in the bid award.
- 7.4 The University reserves the right to terminate any resulting contract, if the Bidder fails to keep these policies in force for the above amounts or for the duration of the contract period.
- 7.5 The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

### **8.0 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 IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Department representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing 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.

## 9.0 SPECIAL CONDITIONS

### 9.1 FURNISH, DELIVER AND INSTALL AV EQUIPMENT AT RUSSELL HALL ROOM 214.

### 9.2 SCOPE OF WORK

In accordance with the State of Alabama Title 39 requirements, The University of Alabama is requesting sealed bids to furnish, deliver and install AV Equipment at Russell Hall Room 214 for the University. This project is located at the University of Alabama, Tuscaloosa, AL.

### 9.3 PRE-BID CONFERENCE

A Pre-Bid Conference / On-site visit will be held at The University of Alabama on **Thursday, March 13, 2014 from 10:00 – 11:00 am at Russell Hall Room 214**, Tuscaloosa, AL 35487 to clarify the University's expectations to prospective Contractors and to visit the site(s).

The following items should be noted in reference to the Pre-Bid Conference:

- Attendance at the Pre-Bid Conference is **highly encouraged. Due to the complexity of the scope of work to be performed, site conditions and other issues that may affect your proposal are not described in the bid specifications and will be discussed in detail during the pre-bid conference. Minutes or notes from the Pre-Bid Conference will not be taken by the University and will not be made available to potential bidders.**
- Bidders having attended the pre-bid conference are encouraged to submit written questions after the Conference by Friday, March 14, 2014 at 11:00 a.m. The University will prepare written responses to all written questions submitted and make them available to all Bidders. The questions and answers will be made part of the solicitation and may become part of the contract with the successful Contractor.

### 9.4 BID BOND

A Cashier's check or bid bond payable to The University of Alabama in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000, must accompany the bidder's response. Performance and Payment bonds and evidence of insurance required in the bid documents will also be required prior to the award of a contract.

### 9.5 GENERAL CONTRACTOR'S LICENSE REQUIREMENT

All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license included with the bid response or the bid response will not be considered by the University; the bidder shall show such evidence by clearly displaying his or her current license number on the outside of the sealed envelope in which the bid response is delivered. The University reserves the right to reject any or all bid responses and to waive technical errors if, in the University's judgment, the best interests of the University will thereby be promoted.

### 9.6 BIDDER QUALIFICATIONS

- a. When the amount bid for a contract exceeds the amount established by the State Licensing Board for General Contractors, the bidder must be licensed by that board and must provide proof of license to The University of Alabama Purchasing Department before bidding or the bid will not be accepted or considered by the University. A bid exceeding the bid limit stipulated in the bidder's license, or which is for work outside of the type or types or work stipulated in the bidder's license, will not be considered. See Chapter 8, Title 34, Code of Alabama (1975).
- b. Any special qualifications required of general contractors, subcontractors,
- c. With their bid, nonresident bidders must submit a written opinion, of an attorney at law licensed to practice law in the nonresident bidder's state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

- d. A nonresident bidder is a contractor which is neither (a) organized and existing under the laws of the State of Alabama, nor (b) maintains its principal place of business in the State of Alabama. A nonresident contractor which has maintained a permanent office within the State of Alabama for at least five continuous years shall not thereafter be deemed to be a non-resident contractor so long as the contractor continues to maintain a branch office within Alabama.
- e. Successful bidder must be able to provide support as requested below.  
**Support:** One year on the full system as integrated. Must be able to provide phone support M-F 8:00am-5:00pm and on-site technician within 24-hours when needed.
- f. Programming to be completed by a Creston certified programmer.
- g. Project to be completed by a CTS-I certified technicians.
- h. Upon completion of project the successful bidder must provide all room diagrams and finalized Creston coding.

## 9.7 COPIES OF CONTRACT DOCUMENTS

There are no Contract Drawings associated with this bid package.

## 9.8 EXAMINATION OF CONTRACT DOCUMENTS AND OF THE SITE OF THE WORK

- a. Before submitting a bid for the Work, the bidders shall carefully examine, read, and study the Bid Contract Documents, attend the on-site inspection of the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of submission of their bids.
- b. Bidders shall fully inform themselves as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Work for which they submit their bids. By submission of a bid, bidder acknowledges that bidder examined the Contract Documents and found them to be complete, accurate adequate, consistent, coordinated and sufficient for construction and visited the site and has judged for and satisfied himself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, The University of Alabama's tax exempt status, and as to the contract requirements and contingencies involved. The University of Alabama makes no representation or warranty of any nature whatsoever to bidders concerning the Contract Documents.
- c. Should concealed and unknown conditions encountered in the performance of the Work in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in the Contract Documents, be encountered, the compensation to be paid for the Work shall be equitably adjusted by Change Order upon written notice and claim by either party made within 7 days after the first observance of the condition. As a condition precedent to The University of Alabama having any liability to the Contractor for concealed and unknown conditions, the Contractor must give The University of Alabama written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure of Contractor to make the written notice and claim as provided in this paragraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

## 9.9 EXPLANATIONS AND INTERPRETATIONS

- a. Before submitting a bid, bidders shall carefully examine, read, and study the Bid and Contract Documents.



- b. Clarifications will be made only by written Addenda, which will be sent to all prospective bidders and plan holders. Neither The University of Alabama nor the Designer will be responsible for verbal answers or instructions regarding intent or meaning of the Contract Documents.
- c. Should a conflict, inconsistency, ambiguity, omission, or error occur in or between the information at the on-site and the Specifications, the bidder shall notify UA Purchasing prior to submission to his bid, the bidder shall have asked for and obtained the written decision or clarification from Marlene Thomas, Senior Buyer, The University of Alabama Purchasing Department, 205 348-5552, or email address [mthomas@fa.ua.edu](mailto:mthomas@fa.ua.edu) as to the method, materials or equipment which will be required to perform the Work.

## 9.10 PREPARATION OF BIDS

### a. Bid Form

- (1) Bids must be submitted on the Bid Form as contained in the bid documents.
- (2) All information requested of the bidder on the Bid Form must be filled in. The form must be completed by typewriter or hand-printed in ink.
- (3) Identification of Bidder: On the first page of the Bid Form the bidder must be fully identified by completing the spaces provided for:
  - (a) the legal name of the bidder,
  - (b) the state under which laws the bidder's business is organized and existing,
  - (c) the city (and state) in which the bidder has its principal offices,
  - (d) the bidder's business organization, i.e., corporation, partnership, or individual (to be indicated by marking the applicable box and writing in the type of organization if it is not one of those listed), and
  - (e) The partners or officers of the bidder's organization, if the bidder is other than an individual. If the space provided on the Bid Form is not adequate for this listing, the bidder may insert "See Attachment" in this space and provide the listing on an attachment to the Bid Form.
- (4) All bid items requested in the Bid Form, including alternate bid prices and unit prices for separate items of the Work, must be bid. If a gross sum of bid items is requested in the Bid Form, the gross sum shall be provided by the bidder.
- (5) In the space provided in the Bid Form under "Bidder's Alabama License", the bidder must insert his or her current general contractor's state license number, current bid limit, and type(s) of work for which bidder is licensed.
- (6) The Bid Form shall be properly signed by the bidder. If the bidder is:
  - (a) an individual, that individual or his or her "authorized representative" must sign the Bid Form;
  - (b) a partnership, the Bid Form must be signed by one of the partners or an "authorized representative" of the Partnership;
  - (c) a corporation, the president, vice-president, secretary, or "authorized representative" of the corporation shall sign and affix the corporate seal to the Bid Form.

As used in these Instructions to Bidders, "authorized representative" is defined as a person to whom the bidder has granted written authority to conduct business in the bidder's behalf by signing and/or modifying the bid. Such written authority shall be signed by the bidder (the individual proprietor, or a member of the Partnership, or an officer of the Corporation) and shall be attached to the Bid Form.

- (7) Interlineations, alterations or erasures on the Bid Form must be initialed by the bidder or its "authorized representative".

### b. Bid Guaranty

- (1) The Bid Form must be accompanied by a cashier's check, drawn on an Alabama bank, or a Bid Bond, executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to The University of Alabama.



- (2) If a Bid Bond is provided in lieu of a cashier's check, the bond shall be on the Bid Bond form as stipulated in the bid documents.
- (3) The amount of the cashier's check or Bid Bond shall not be less than five percent of The University of Alabama's estimated cost of the Work or of the Contractor's bid, but is not required to be in an amount more than ten thousand dollars.

#### **9.11 DELIVERY OF BIDS**

- a. Bids will be received until the time set, and at the location designated, in the Advertisement for Bids unless notice is given of postponement. No bid will be accepted or considered which has not been received prior to the time set for opening bids.
- b. Each bid shall be placed, together with the bid guaranty, in a sealed envelope. On the outside of the envelope the bidder shall write in large letters the assigned bid number, below which the bidder shall write the name of the Work bid on, the name of the bidder, and the bidder's current general contractor's state license number. Failure to do this will result in returning envelope unopened.
- c. Bids may be delivered in person or by mail if ample time is allowed for delivery. When sent by mail, preferably special delivery or registered, the sealed envelope containing the bid, marked as indicated above, shall be enclosed in another envelope for mailing. Bidder bears the sole responsibility for ensuring that its bid is delivered to the place and prior to the submission deadline specified in the Advertisement for Bids.

#### **9.12 WITHDRAWAL OR REVISION OF BIDS**

- a. A bid may be withdrawn prior to the time set for opening of bids, provided a written request to withdraw its bid, executed by the bidder or the bidder's "authorized representative", is filed with The University of Alabama prior to that time. If a timely request to withdraw bid is received, the bid will then be returned to the bidder unopened.
- b. A bid which has been sealed in its delivery envelope may be revised by writing the amount of the change in price on the outside of the delivery envelope over the signature of the bidder or the bidder's "authorized representative" if done so prior to the time set for opening bids. In revising the bid in this manner, the bidder must only write the amount of the change in price on the envelope and must not reveal the bid price.
- c. Written communications, signed by the bidder or its "authorized representative", to revise bids will be accepted if received by The University of Alabama prior to the time set for opening bids. The University of Alabama will record the instructed revision upon opening the bid. Such written communication may be by facsimile if so stipulated in Supplemental Instructions to Bidders. In revising the bid in this manner, the bidder must only write the amount of the change in price and must not reveal the bid price.
- d. Except as provided in Article 11, 'Errors in Bid' of these Instructions to Bidders, no bid shall be withdrawn, modified, or corrected after the time set for opening bids.

#### **9.13 IRREGULAR BIDS**

Bids may be rejected if they are incomplete or contain any alterations or erasures that are not initialed, additions, conditional bids, alternate bids unless called for, or irregularities of any kind.

#### **9.14 ERRORS IN BID**

- a. Errors and Discrepancies in the Bid Form

In case of an error in the extension of prices in bids, the unit price will govern

- b. Mistakes within the Bid

If the low bidder discovers a mistake in its bid, the low bidder may seek withdrawal of its bid without forfeiture of its bid guaranty under the following conditions:

- (1) Timely Notice: The low bidder must notify Marlene Thomas, Senior Buyer, The University of Alabama Purchasing Department, Fax 205 348-8706 or email address [mthomas@fa.ua.edu](mailto:mthomas@fa.ua.edu) in writing, within three working days after the opening of bids, that a mistake was made. This notice must be given within this time frame whether or not award has been made.
- (2) Substantial Mistake: The mistake must be of such significance as to render the bid price substantially out of proportion to the other bid prices.
- (3) Type of Mistake: The mistake must be due to calculation or clerical error, an inadvertent omission, or a typographical error which results in an erroneous sum. Mistakes of law, judgment, or opinion are specifically excluded from these criteria.

- (4) Documentary Evidence: Clear and convincing documentary evidence of the mistake must be presented to Marlene Thomas, Senior Buyer, The University of Alabama Purchasing Department, Fax 205 348-8706 or email address [mthomas@fa.ua.edu](mailto:mthomas@fa.ua.edu) as soon as possible, but no later than three working days after the opening of bids.
- c. The University of Alabama's decision regarding a low bidder's request to withdraw its bid without penalty shall be made within 10 days after receipt of the bidder's evidence. Upon withdrawal of bid without penalty, the low bidder shall be prohibited from:
  - (1) Doing work on the project as a subcontractor or in any other capacity.
  - (2) Bidding on the same project if it is re-bid.

**9.15 DISQUALIFICATION OF BIDDERS**

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

- a. Collusion:
 

Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders to be disqualified from submitting further bids to The University of Alabama on future lettings.
- b. Advance Disclosure:
 

Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require re-advertisement and re-bid.
- c. Failure to Settle Other Contracts:
 

The University of Alabama may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills for labor and material on other contracts in force at the time of letting, completion of punch list, warranties and closeout documents.

**9.16 CONSIDERATION OF BIDS**

After the bids are opened and read publicly, the bid prices will be made public. Until the final award of the Contract, however, The University of Alabama reserves the right to reject any and all bids and to waive technical errors if, in its judgment, the best interests of The University of Alabama will be promoted.

**9.17 AWARD OF CONTRACT**

- a. The contract shall be awarded to the lowest responsible and responsive bidder, based upon pricing and ability to complete project in the time frame allotted, unless The University of Alabama finds that all the bids are unreasonable or that it is not in the best interest of The University of Alabama to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of the Advertisement for Bids and the bid documents. Minor irregularities in the bid shall not defeat responsiveness.
- b. A bidder to whom award is made will be notified by telegram, confirmed facsimile, or letter to the address shown on the Bid Form at the earliest possible date. Unless other time frames are stipulated in Supplemental Instructions to Bidders, the **maximum time frames allowed** for each step of the process between the opening of bids and the issuance of an order to proceed with the work shall be as follows:

(1) Award of contract by The University of Alabama by means of issuance of Purchase Order	Within 60 calendar days after the opening of the bids
(2) Contractor's return of bonds and evidence of insurance, to The University of Alabama	Within 3 calendar days notice of intent to award

<p>(3) The University of Alabama's approval of the Contractor's bonds and evidence of insurance</p>	<p>Within 3 calendar days after the Contractor presents complete and acceptable documents to Marlene Thomas, Senior Buyer, The University of Alabama Purchasing Department, Fax 205 348-8706 or email address <a href="mailto:mthomas@fa.ua.edu">mthomas@fa.ua.edu</a>.</p>
<p>4) Notice to Proceed issued to the Contractor in the form of a University Purchase Order</p>	<p>Within 15 calendar days after final execution of Construction Contract by The University of Alabama, and by the Governor if his or her signature on the contract is required by law</p>

The time frames stated above, or as otherwise specified in the bid documents, may be extended by written agreement between the parties. Failure by The University of Alabama to comply with the time frames stated above or stipulated in Supplemental Instructions to Bidders, or agreed extensions thereof, shall be just cause for the withdrawal of the Contractor's bid, and contract, without forfeiture of bid security.

- c. Should the successful bidder or bidders to whom the contract is awarded fail to execute the Construction Contract and furnish acceptable Performance and Payment Bonds and evidence of insurance within the specified period, The University of Alabama shall retain from the bid guaranty, if it is a cashier's check, or recover from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded and the amount of the bid of the next lowest bidder. If no other bids are received, the full amount of the bid guaranty shall be retained or recovered as liquidated damages for such default. Any sums so retained or recovered shall be the property of The University of Alabama.
- d. All bid guaranties, except those of the three lowest bona fide bidders, will be returned immediately after bids have been checked, tabulated, and the relation of the bids established. The bid guaranties of the three lowest bidders will be returned as soon as the contract bonds and the contract of the successful bidder have been properly executed and approved. When the award is deferred for a period of time longer than 15 days after the opening of the bids, all bid guaranties, except those of the potentially successful bidders, shall be returned. If any potentially successful bidder agrees in writing to a stipulated extension in time for consideration of its bid, The University of Alabama may permit the potentially successful bidder to substitute a satisfactory bidder's bond for the cashier's check submitted with its bid as a bid guaranty.
- e. If no bids or only one bid is received, The University of Alabama may either re-advertise for bids or direct that the Work shall be done by force account under its direction and control, or negotiate for the Work through the receipt of informal bids not subject to the requirements of Title 39-2-6, Code of Alabama (1975).

**9.18 APPROVAL OF CONTRACT**

No Contract is binding upon The University of Alabama until it has been executed by means of issuance of a University of Alabama Purchase Order.

**9.19 REFERENCES**

References are required with your bid response. References must include at least three (3) installations of similar scope to the project specified herein and for which similar equipment has been successfully maintained by the bidder for the past three (3) years in terms of manufacturer, size, installation and features. Failure to comply with this requirement may result in the elimination of your bid response from consideration.

## 9.20 DEFINITIONS

Wherever the following abbreviations and terms, or pronouns in place of them, are used in the Contract Documents, the intent and meaning shall be as interpreted as follows:

1. THE UNIVERSITY OF ALABAMA: The Board of Trustees of The University of Alabama, a corporation, the Party of the First Part to the Contract Agreement, acting through its authorized representatives.
2. BID: The written offer for the Work contemplated, made out and submitted by the Bidder in the required manner, on the prescribed Bid Form, properly signed, and guaranteed.
3. BIDDER: The person or persons, firm, partnership, association, corporation, or combination thereof, submitting a Bid for the Work, or any portion thereof, acting directly or through a duly authorized representative who has met the licensing requirements for general contracting as required by Title 34, Chapter 8, Code of Alabama (1975), as amended.
4. COMMISSION: The Alabama Building Commission, or any agency that may be designated by the Legislature as its successor.
5. CONTRACT AGREEMENT: The written Contract Agreement for Construction executed between The University of Alabama and the successful Bidder, covering the performance of the Work, by which the Contractor is bound to perform the Work and to furnish the labor, materials, and equipment under the terms of the Contract Documents, and by which The University of Alabama is obligated to compensate the Contractor therefore at the mutually established and accepted rate or price, or as hereinafter provided.
6. CONTRACT BONDS: The approved bonds, required by Chapter 1, Title 39, Code of Alabama (1975), as amended, and furnished by the Contractor and its Surety to guarantee both completion of the Contract in accordance with the Contract Documents and prompt payment to all persons supplying labor, materials, supplies, etc.
7. CONTRACTOR: The person or persons, company, firm, partnership, association, corporation, limited liability company, cooperative or combination thereof, the Party of the Second Part to the Contract Agreement, acting directly or through its agents or employees.
8. DESIGNER: The professional person, firm, association, or corporation who, having met requirements of Title 34, Code of Alabama (1975), as amended, has indicated by seal or signature and license number that full responsibility has been accepted for the design, and who has been employed by The University of Alabama, or, in case of the termination of his employment, his successor designated by The University of Alabama, to furnish the drawings and specifications in the Contract Documents.
9. DIRECTOR: The Director, Technical Staff, or the State Building Commission, acting either upon his own initiative or through the Project Manager or other duly authorized Supervisors and Inspectors, acting severally within the scope of the particular duties entrusted to them or the authority given them.
10. MODIFICATIONS OF THE GENERAL CONDITIONS: Changes or modifications of the parts of these General Conditions.
11. NOTICE TO PROCEED: A proceed order issued by The University of Alabama, will be in the form of a purchase order. 12. SPECIAL CONDITIONS: Additional special or general requirements that are necessary and peculiar to the particular project and which are not included in the parts of these General Conditions.
13. SPECIFICATIONS: The general term comprising the Statutory and Procedural Documents, General Conditions of the Contract, the detailed Specification requirements, together with all modifications thereof and all Addenda thereto.
14. SUBCONTRACTOR: Any properly qualified individual, firm, association, or corporation undertaking the performance of any part of the Work under the terms of the Contract Documents by virtue of an agreement between the Subcontractor and the Contractor with the prior written approval of The University of Alabama.
15. SURETY: The corporate body, licensed under the laws of Alabama, bound with and for the Contractor for the full and complete performance of the Contract and also for the payment of all claims recoverable under the Contract Bonds.

16. THE PROJECT: The total work described in the Contract Documents.
17. THE WORK: The work shall mean whatever is done or required of the Contractor to perform and complete its duties under the Contract Documents including, without limitation, the following: construction of the whole or designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat light cooling and all other utilities as required by the Contract Documents.
18. INTENT: The intent of the Contract Documents is to include all labor, supplies, materials, equipment, water, fuel, tools, utility, insurance and transportation services, and all other incidental services and expenses necessary or required for the complete, correct, proper and timely execution of the Work.

#### **9.21 MATERIALS, EQUIPMENT, AND EMPLOYEES**

Unless otherwise stipulated, the Contractor shall furnish all material, equipment, tools, labor, water, light, power, transportation, other services or facilities, and incidentals for the proper execution and completion of the Work. Unless otherwise stipulated, Contractor warrants that all materials, products, systems and equipment incorporated in the Work shall be new and without apparent damage, be of quality equal to or higher than that required by the Contract Documents, be merchantable, and free of defects.

Contractor warrants all labor and services shall be performed in the best and most workmanlike manner by persons skilled in their respective assignments or trades, shall comply with the Contract Documents, and shall be free of defects. Workmen whose work is unsatisfactory, or who are considered unfit or unskilled, or otherwise objectionable, shall be removed from the Work.

#### **9.22 ROYALTIES; PATENTS; AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any copyright or patent right and shall hold and save harmless the Awarding Authority and its agents and employees from any liability or loss of any nature or kind, including cost and expenses, for or on account of any copyright or any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Awarding Authority.

If the Contractor has information that any process, article or item specified or delineated by the Contract Documents is an infringement of a patent or copyright, it shall promptly give such information to the Awarding Authority.

#### **9.23 SURVEYS, PERMITS, LAWS, AND REGULATIONS**

The Contractor shall provide competent professional services to execute the Work in accordance with contract requirements. Contractor shall verify the figures given for the contours, approaches and locations shown on the Drawings before undertaking any construction work and be responsible for the accuracy of the finished work.

The Contractor shall establish all base lines for the location of the principal components of the Work and make all detail surveys necessary for construction, including slope stakes, batter boards and other working points, lines and elevations.

If the Contractor finds any errors or discrepancies, or that any previously established references have been destroyed or misplaced, Contractor shall promptly notify The University of Alabama.

#### **9.24 PROTECTION OF WORK AND PROPERTY**

The Contractor shall at all times adequately maintain, guard and protect its own work from damage, and safely guard and protect The University of Alabama's property from injury or loss arising in connection with the Project.

Contractor shall adequately protect adjacent property as provided by law and Contract Documents.

Any damage to existing structures or the interruption of utility services shall be repaired or restored promptly at the expense of the Contractor.

The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities required for protection by state or municipal laws and regulations or local conditions.

The Contractor shall take all necessary precautions for the safety of public and employees on the Work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on or about or adjacent to the premises where the work is being performed.

#### **9.25 CLIMATE CONDITIONS**

The Contractor shall suspend any work that may be subject to damage by climatic conditions.

#### **9.26 INSPECTION OF THE WORK**

The University of Alabama, or any agency having jurisdiction, and their representatives shall, for inspection purposes, have access at all times to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

All materials, workmanship, processes of manufacture, and methods of construction, if not otherwise stipulated, shall be subject to inspection, examination, and test by The University of Alabama (or its duly authorized representatives) at any and all places where such manufacture and/or construction are being performed. The University of Alabama shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material, without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises.

The University of Alabama may appoint or assign Inspectors, with designated duties and restricted authority, to inspect the work, or to make special inspections requested in advance by the Contractor, and to report the progress of the Work, and manner or procedure, quality of the material and workmanship, and compliance with the Contract Documents. Authorized inspectors shall have the authority to reject materials, workmanship, or equipment clearly defective or otherwise not in accordance with the Drawings and Specifications, but neither the presence nor absence of such inspectors shall relieve the Contractor from fully complying with all of the contract requirements.

No inspector has authority to revoke, alter, relax, or waive any requirements of the Contract Documents; to finally approve or accept any portion of the Work or to issue instructions contrary to the Drawings and Specifications, nor shall any inspector supervise and direct work for the Contractor, nor unreasonably interfere with the Contractor's operations beyond the extent necessary to make certain that the Work is being carried out according to the contract requirements.

Any advice which an inspector may give to the Contractor shall not be, nor construed to be, as binding on The University of Alabama in any way, nor release the Contractor from its duty to comply with all of the contract requirements.

The Contractor shall furnish promptly, without extra compensation, all reasonable facilities, labor, services and material necessary for safe and convenient access, inspection, and tests that may be required. All inspections and tests will be performed in such a manner as not to cause unnecessary delay of the Work. Special, full size and performance tests shall be as described in Sections of the Specifications. The Contractor may be charged any extra cost of inspection incurred by The University of Alabama on account of material and workmanship not being ready at the time set by the Contractor for an inspection or test.

Should The University of Alabama consider it necessary or advisable, at any time before final acceptance of the Work, to make an examination of work already completed by uncovering, or removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, services and material. If such work is found to be defective the Contractor shall defray all expense of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract Documents, the work of examination and replacement will be considered and compensated for as Extra Work ordered by The University of Alabama and, in addition, if completion of the Work has been delayed thereby, an extension of time will be granted for such delay.

In order for this project to be "Substantially Complete" the following is required: Owner's receipt of the pre-final closeouts; a final inspection held and the project declared "Substantially Complete", in writing, signed by the Architect (if applicable) and the Owner. "Substantial Completion" means the designated work is sufficiently complete, in accordance with the contract documents, such that the Owner may occupy or utilize the work for the use intended, as represented by the contract documents. The date of Substantial Completion is the date upon which the contract time stops and all warranties for the designated work commence.

## **9.27 SUPERINTENDENCE AND SUPERVISION**

The Contractor shall supervise, direct and coordinate the Work, using its best skill, effort, knowledge, and attention. Contractor shall employ and maintain at the Project only competent supervisory personnel. Contractor's superintendent, whose qualifications are acceptable to The University of Alabama, shall be at the site at all times during construction activity, and shall be authorized to act for Contractor in its absence. The Contractor shall not remove from the work a superintendent who is satisfactory to both Contractor and The University of Alabama, unless his employment is terminated. Contractor shall be responsible to The University of Alabama for any acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

In general, important verbal communications will be confirmed in writing to the Contractor, and these and other communications always upon written request of the Contractor.

The Contractor shall read, carefully study and compare all Drawings, Specifications, other instructions and related data, and promptly report in writing to The University of Alabama, any ambiguity, conflict, inconsistency, discrepancy, error, or omission that it may discover. Contractor shall be liable for the performance and the cost of any necessary corrections resulting from adjustments or modifications of Contract Documents made without prior approval. If Contractor performs any of the Work knowing it involves a recognized error, conflict, inconsistency, discrepancy, or omission in the Contract Documents without notice to The University of Alabama, the Contractor shall bear the responsibility for such performance and shall bear the cost of correction. If this condition is not observed, The University of Alabama has the right to shut down the project immediately without any additional cost to The University of Alabama.

## **9.28 DELAYS; EXTENSION OF TIME**

Delays: If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay became critical, as the sole result of an act or omission of The University of Alabama or of any other contractor on the site employed by The University of Alabama, by strikes, lockouts, fires, abnormal floods, tornadoes, or other cataclysmic phenomenon of nature, or by causes beyond the Contractor's control, then Contractor may be entitled to an extension of time in which to complete the Work, provided however, that the Contractor shall give written notice of such cause to The University of Alabama not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. Such time extensions shall only be allowed upon approval of The University of Alabama. The failure of the Contractor to give such notice within seven (7) days shall constitute a waiver of any claim for an extension of time in which to complete the Work.

Extensions of time shall not be approved for delays due to rain, wind, flood, or other natural phenomenon of normal intensity for the locality, nor for any delay occurring more than seven (7) days before written claim, therefore is submitted by the Contractor.

Extension of Time: In the event any material changes, alterations or additions are made to the Work which will require additional time for the execution of any work under the Contract Agreement, the time of completion of the work may be extended by such a period of time as may be approved by The University of Alabama, provided that in such case the Contractor shall make a written request for a time extension to The University of Alabama within seven (7) days after being notified in writing of such material changes, alterations or additions. No extensions of time shall be given for any minor changes, alterations or additions in the Work. The failure by Contractor to make such written request for a time extension within seven (7) days shall constitute a waiver of any claim for an extension of time in which to complete the Work. The Contractor shall not be entitled to any reparation or compensation on account of additional time or extensions of time required for the execution of the Work.

## **9.29 CORRECTION OF WORK BEFORE FINAL PAYMENT**

Any defective work, whether the result of poor workmanship, the use of defective materials, damage through carelessness of the Contractor or its employees, or any other cause, shall be removed from the premises within ten (10) days after written notice is given by The University of Alabama, and promptly replaced and re-executed by the Contractor in accordance with the Contract requirements and without expense to The University of Alabama. The Contractor shall also bear the expense of making good all work of The University of Alabama or its other contractors destroyed or damaged by such removal and replacement.



### **9.30 CORRECTION OF WORK AFTER FINAL PAYMENT**

Verification and approval of the Final Application for Payment and the making of the Final Payment by The University of Alabama shall not relieve the Contractor of responsibility for faulty materials or workmanship. The University of Alabama shall promptly give notice of observed defects due to faulty materials or workmanship, and any damage to other work resulting therefrom. In accordance with the terms of any general or special guarantees provided in the Contract, the Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the Work or Final Payment therefore, whichever is prior.

### **9.31 THE UNIVERSITY OF ALABAMA'S RIGHT TO CORRECT DEFICIENCIES**

Upon failure or neglect by the Contractor to properly prosecute or perform the Work in accordance with the Contract Documents and after ten (10) days written notice to the Contractor by The University of Alabama, The University of Alabama, without prejudice to any other remedy it may have, may correct such deficiencies and may deduct the actual cost thereof from payment then or thereafter due to the Contractor.

### **9.32 THE UNIVERSITY OF ALABAMA'S RIGHT TO TERMINATE CONTRACT**

If the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials, or if Contractor should fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances, or the instructions of The University of Alabama, or should otherwise be guilty of a substantial violation of any provision of the Contract, then The University of Alabama, after giving the Contractor and its Surety, ten (10) days' written notice, may, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the premises and of all material, tools, equipment, and appliances thereon and finish the Work by whatever method The University of Alabama may deem expedient. In such cases the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the Work, including compensation for additional architectural, engineering, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to The University of Alabama upon demand.

### **9.33 CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT**

If the Work should be stopped under an order of any court, or other public authority, for a period of ninety (90) days, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, after fourteen (14) days' written notice to The University of Alabama, terminate this Contract and The University of Alabama will reimburse the Contractor for all work properly executed and any loss sustained upon any plant or materials and any other proper item of damage.

### **9.34 APPLICATIONS FOR PARTIAL AND FINAL PAYMENTS**

Unless otherwise provided in the "Special Conditions" or the "Contract Agreement", The University of Alabama will make partial payments to the Contractor as soon as practicable, on the basis of a duly certified and approved estimate of work as prepared by the Contractor on an Application for Partial Payment form approved by the Project Manager and The University of Alabama. The Contractor shall, within ten (10) days after the Notice to Proceed, submit to The University of Alabama on the Application for Payment form, a complete breakdown or schedule of values of the contract price showing the value assigned to each of the various parts of the Work, including an allowance for overhead and profit, aggregating the total contract price, and divided to facilitate payments to Subcontractors. Upon approval by The University of Alabama, this breakdown of the contract price, unless later found to be in error, shall be used as a basis for all Applications for Payment. The Contractor shall supply with its schedule of values such data as The University of Alabama may require to substantiate its accuracy. The Contractor shall not imbalance its schedule of values nor artificially inflate any element thereof.

An Application for Partial Payment may include the Contractor's cost of materials not yet incorporated in the Work, but delivered and suitably stored.

In making partial payments, there shall be retained (five) 5 percent on the estimated amounts complete plus stored materials until completion of fifty (50) percent of the contract, after which

no additional retainage will be withheld. This retainage will be held by The University of Alabama until final completion, advertisement, and acceptance of all work covered by the Contract, when Final Payment of the entire balance found to be due will be made.

The Contractor, immediately after being notified by The University of Alabama that all other requirements of the Contract Documents have been completed, shall give notice of said completion by an advertisement for a period of four (4) successive weeks in some newspaper of general circulation published within the county where the Work was performed. Proof of publication of said Notice shall be made in duplicate by the Contractor to The University of Alabama by affidavit of the publisher which shall include an original printed copy of the Notice published. Final Payment shall be due as noted by The University of Alabama's verification of the Final Application for Payment.

#### **9.35 VERIFICATION, CERTIFICATION, AND APPROVALS FOR PAYMENT**

When the Contractor has made application for Partial or Final Payment, The University of Alabama shall verify the Application for Payment and shall make payment to the Contractor for such amount as The University of Alabama determines to be properly due, or state in writing to the Contractor The University of Alabama's reasons for withholding verification and payment in whole or in part.

No such verification nor payment made to the Contractor, nor partial or entire use or occupancy of the work by The University of Alabama shall be an acceptance of any work or materials not in accordance with the Contract.

All materials and work covered by partial payments made shall become the sole property of The University of Alabama, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of The University of Alabama's right to require the fulfillment of all the terms of the Contract Documents by the Contractor.

#### **9.36 PAYMENTS WITHHELD**

The University of Alabama may withhold payment of the whole, or any part, of a verified or approved Application for Payment to the extent necessary to protect it against loss on account of any of the following causes discovered subsequent to its verification or approvals:

- a. Defective Work not remedied by the Contractor nor, in the opinion of The University of Alabama, likely to be remedied by Contractor;
- b. Evidence indicating probable filing of claims by other parties against the Contractor;
- c. Failure of the Contractor to promptly make payments to Subcontractors, or for materials, labors, foodstuffs, and supplies;
- d. Damage to another contractor under a separate contract with The University of Alabama; or
- e. Evidence indicating probable filing of claims by third parties against The University of Alabama or The University of Alabama's property.
- f. A dollar value will be accessed for final inspection punch list items and held in addition to retainage until completed.
- g. When the above causes are removed, payments withheld will then be paid.

#### **9.37 CONTRACT BONDS**

In order to insure the faithful performance of each and every condition, stipulation, and requirement of the Contract, and to indemnify and save harmless The University of Alabama from any and all damages, either directly or indirectly, the successful Bidder to whom the Contract is awarded shall, within fifteen (15) calendar days after the Contract Agreement has been presented to Contractor for signature, unless otherwise stipulated, furnish at its own expense, and file with The University of Alabama, an acceptable Surety Bond in an amount equal to one hundred (100%) percent of the contract price of the Contract as awarded. Said Bond shall be made on the approved bond form, shall be furnished by a reputable surety company authorized to do business in the State of Alabama, shall be countersigned by an authorized agent resident to do business in the State of Alabama, shall be countersigned by an authorized agent resident in the State who is qualified for the execution of such instruments, and

shall have attached thereto power of attorney of the signing official. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses suffered by The University of Alabama under the Bond, including architectural, engineering, administrative, and legal services shall lie against the Contract Bond for Performance of the Work.

In addition thereto the successful Bidder to whom the Contract is awarded shall, within fifteen (15) days after the Contract Agreement has been presented to Contractor for signature unless otherwise stipulated, furnish at its expense, and file with The University of Alabama, an acceptable surety bond for Payment of Labor, Materials, Feedstuffs, and Supplies, payable to The University of Alabama in amount not less than fifty (50%) percent of the contract price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, feedstuffs, or supplies for, or in, the prosecution of the Work, including the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in suits on said bond. The date of neither bond shall be earlier than the date of the Contract Agreement.

Bonds shall remain in force during the entire guarantee period stipulated in General Conditions, Article 11 CORRECTION OF WORK AFTER FINAL PAYMENT.

### **9.38 DAMAGES**

Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by it, claim shall be made in writing to the other party within a reasonable time of the first observance of such damage, and not later than the date of the Application for Final Payment, except as expressly stipulated otherwise in the case of faulty work or materials.

### **9.39 CLAIMS**

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to The University of Alabama a complete release of all claims arising out of the Contract, or receipts in lieu thereof and, if required in either case, an affidavit that so far as Contractor has knowledge or information the releases and receipts include all the labor and material for which a claim could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to The University of Alabama, to indemnify him against any claims. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to The University of Alabama all moneys that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney's fee.

### **9.40 ASSIGNMENT**

The Contractor shall not assign the Contract or sublet it as a whole without the written consent of The University of Alabama, nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of The University of Alabama.

### **9.41 MUTUAL RESPONSIBILITY OF CONTRACTORS**

If the Contractor or any of its Subcontractors cause any loss or damage to any separate contractor with a prior, concurrent, or subsequent contract on the Work or on the site, or cause any undue delay to such separate contractor on the Work or on the site, and if such contractor makes claim against The University of Alabama, on account of any loss so sustained, The University of Alabama shall notify the Contractor who shall indemnify and save harmless The University of Alabama against any expenses arising there from.

### **9.42 SEPARATE CONTRACTS**

The University of Alabama may award other contracts for additional new construction, buildings or equipment, or for reconstruction, alteration, equipment, and improvements of existing buildings on the site, and the Contractor shall fully cooperate in the storage of materials and the detailed execution of work, coordinate and integrate its operations with such other contractors, and carefully fit its own work to that provided under other contracts. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor. The Contractor, including its Subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify The University of Alabama immediately of lack of progress or defective workmanship on the part of other contractors, where such delay or such defective workmanship will interfere with its own operations of the Work.

#### **9.43 SUBCONTRACTS**

Concurrent with the transmittal of the executed Contract Agreement by the Contractor, Contractor shall submit in writing to The University of Alabama for approval the names of the Subcontractors proposed for the Work. Subcontractors that have been approved may not be changed thereafter except with the approval of The University of Alabama.

The Contractor shall not engage any subcontractor to whom The University of Alabama may have a reasonable objection, but it will not be required to engage any subcontractor against whom Contractor itself has a reasonable objection.

The Contractor shall be as fully responsible to The University of Alabama for the acts and omissions of Subcontractors, and of persons employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

Nothing contained in the Contract Documents shall create, or be construed as creating, privities of contract or any contractual relationship or agreement between The University of Alabama and any Subcontractor, person or entity other than the Contractor.

#### **9.44 RELATIONS OF CONTRACTOR AND SUBCONTRACTORS**

The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the Work, to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors, and to give the Contractor rights against the Subcontractor that correspond to those rights afforded to The University of Alabama against the Contractor herein, including the same power as regards terminating any subcontractor that The University of Alabama may exercise over the Contractor under any provisions of the Contract Documents.

The Contractor shall be solely responsible for the coordination of Subcontractors engaged upon the Work.

The Contractor, without additional expense to The University of Alabama, shall utilize the services of specialty subcontractors on those parts of the Work which are specified to be performed by specialty subcontractors.

The University of Alabama will not undertake to settle any differences between the Contractor and its Subcontractors.

#### **9.45 THE UNIVERSITY OF ALABAMA'S DECISIONS**

Except as hereinabove provided, any dispute, claim, or question concerning the interpretation or meaning of the Contract Documents, or concerning a breach of the Contract, shall be submitted in writing to The University of Alabama and its decision shall be returned to the Contractor in writing.

#### **9.46 USE OF PREMISES**

The Contractor shall take every precaution against injuries to persons or damages to property.

The Contractor shall store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of its work or the work of any other contractors.

Unless otherwise provided, temporary storage sheds, shops, and office facilities may be erected on the premises with the approval of The University of Alabama. Such temporary buildings and/or utilities shall remain the property of the Contractor and be removed at its expense upon completion of the Work, unless The University of Alabama authorizes their abandonment without removal.

Necessary crossings of curbing, sidewalks, roadways and parkways shall be protected against damage, and any damage shall be repaired by or at the expense of the Contractor.

The Contractor shall not place upon the Work, or any part thereof, loads inconsistent with the safety of that portion of the Work.

The Contractor shall perform any necessary work after regular working hours or on Sundays or legal holidays without extra compensation.

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees and those of its Subcontractors as may be necessary to comply with the

requirements and regulations of the local and State Department of Health and other regulatory agencies.

#### **9.47 CUTTING AND PATCHING**

The Contractor shall do all necessary cutting, fitting, and patching to properly receive the Work and to make its several parts join together as required by the Specifications. After such cutting, Contractor shall replace or restore or repair all defective or patched work as required. Contractor shall not cut, excavate, or otherwise alter any work in a manner or by a method or methods that will endanger the Work, adjacent property, workers, the public, or the work of any other contractor.

The Contractor shall check the location of all sleeves, openings, slots, etc., for the piping, ducts, breeching, conduits, louvers, grilles, fans, etc., as they are laid out on the job.

Provision for openings, holes and clearances through walls, beams, floors, ceilings, and partitions shall be made and checked by the Contractor and/or its Subcontractor in advance for constructing such parts of the Work in order to avoid unnecessary, superfluous or dangerous cutting.

Unless otherwise specified, pipes passing through any parts of the Structure shall be provided with pipe sleeves two sizes larger than the pipe plus its insulation in order to provide independent movement.

Under no condition shall structural framing or other parts or members subjected to computed stress be cut or disturbed without the approval of the University. Any structural member which is cut must be restored by Contractor at its expense to its original strength by a method approved by the University.

In order to maintain design strengths, the University's approval shall also be obtained before cutting or drilling holes in concrete or masonry.

#### **9.48 PERIODIC AND FINAL CLEANUP**

The Contractor shall periodically clean up, and remove from the premises, all refuse, rubbish, scrap materials and debris to the end that at all times the premises are sanitary, safe, reasonably clean, orderly, and workmanlike. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from an opening.

Before final completion and final acceptance the Contractor shall remove from The University of Alabama's property, and from all public and private property, all tools, scaffolding, false work, temporary structures and/or utilities including the foundations thereof (except such as The University of Alabama permits in writing to remain); rubbish and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and operation.

In addition to the above, the Contractor shall be responsible for the following special cleaning for all trades as the work shall have been completed:

1. Cleaning of all painted, enameled, stained, or baked enamel work: Removal of all marks, stains, fingerprints, and splatters from such surfaces.
2. Cleaning of all glass: Cleaning and removing of all stickers, labels, stains, and paint from all glass, and the washing and polishing of the interior and exterior of the same.
3. Cleaning or polishing of all hardware.
4. Cleaning all tile and floor finishes of all kinds: Removal of all splatters, stains, paint, dirt, and dust, and the washing and polishing of all floors as recommended by the manufacturer or as required by The University of Alabama.
5. Cleaning of all manufactured articles, materials, fixtures, appliances, and equipment: Removal of all stickers, rust stains, labels, and temporary covers; cleaning and conditioning of all manufactured articles, material, fixtures, appliances and electrical, heating, and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by The University of Alabama; blowing out or flushing out of all foreign matter from all dust pockets, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers, or similar features; and freeing or cleaning identification plates on all equipment of excess paint and the polishing thereof.

#### **9.49 GUARANTEE OF THE WORK**

Except as otherwise specified in the Modifications of the General Conditions or in the Special Conditions, all work shall be guaranteed by the Contractor against defects of materials, equipment, or workmanship for one year from the date of Substantial Completion of the Contract. If, within any guarantee period, repairs or changes which, in the opinion of The University of Alabama, are required as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents, the Contractor, promptly upon receipt of notice from The University of Alabama, and without expense to The University of Alabama, shall:

- a. Place in satisfactory condition in every particular all of such guaranteed work, correcting all defects therein; and
- b. Make good all damage to the building or site, or equipment or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
- c. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

In any case wherein fulfilling the requirements of the Contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, Contractor shall restore such disturbed work to a condition satisfactory to The University of Alabama and guarantee such restored work to the same extent as it was guaranteed under such other contract.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, The University of Alabama may have the defects corrected and the Contractor and its Surety shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the Work that may be stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

#### **9.50 USE OF FOREIGN MATERIALS**

For public works projects to be financed entirely by the State of Alabama or subdivisions thereof in accordance with the provisions of Section 39-3-1, Code of Alabama (1975), the Contractor shall use only materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under Section 39-2-2(f), Code of Alabama (1975).

If Contractor breaches this agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment of the contract price equal to any realized savings or benefits to the Contractor.

In accordance with the provisions of Section 39-3-4, Code of Alabama (1975), the Contractor shall use only steel produced in the United States or its territories when specifications in the Contract Documents require the use of steel. If, in the opinion of The University of Alabama, the procurement of such domestically produced steel products is impractical as a result of national emergency, national strike, or other causes, it may waive this restriction for building construction. If Contractor breaches this agreement to use domestic steel products, and domestic steel products are not used, the Contract Agreement shall be automatically revoked and Contractor shall not be entitled to any recoupment for labor or materials used up to the time of such revocation.

#### **9.51 EQUAL OPPORTUNITY**

The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

#### **9.52 NO SMOKING POLICY**

The Contractor shall strictly enforce "No Smoking" when working inside existing buildings and inside new construction.

### **9.53 PARKING REQUIREMENTS**

A University of Alabama parking permit is not required within construction fenced areas. Parking outside of fenced areas requires permits. Permits can be obtained from UA Transportation Services Department, 103 Student Services Center (205) 348-8391. UA reserves the right to limit the number of permits and also reserves the right to restrict the areas of campus that the permit can be used.

### **9.54 QUALITY CONTROL**

Control System: The Contractor shall establish a system of inspections and tests of his work and that of his subcontractors to insure that all applicable requirements of the specifications are met. The Contractor shall be diligent to insure that the quality of workmanship is satisfactory, that dimensional requirements are met, that defective materials are not used and that all required control and laboratory testing procedures are affected. Where specific testing procedures are not stipulated, the Contractor shall establish and conduct a test procedure to insure adherence to specified quality. The Contractor shall make an initial inspection of each phase of work as soon as a representative portion has been completed, and the Contractor shall make daily follow-up inspections, to insure that an acceptable quality of work is established and maintained. The Contractor shall perform a pre-final inspection and work off all punch list items prior to University and/or Designer inspection.

### **9.55 FINANCIAL STATEMENTS**

Financial statements may be required from each vendor for the past three (3) years as criterion in the bid evaluation process. If requested the successful vendor will overnight these financial statements to assigned buyer within The University of Alabama Purchasing Department within seventy-two hours of request. Failure to provide the required information in the required time frame may eliminate your bid from consideration in the bid award.

### **9.56 INVOICING AND PAYMENTS**

Itemized invoice(s) including the correct purchase order number and showing net pricing for each item for each order issued must be submitted to the University in order for payment to be made. Delivery tickets and statements will not substitute as an invoice.

In accordance with State of Alabama Title 39 requirements, a notice of final completion of the project will be published for four consecutive weeks in the Tuscaloosa News and a notice of final completion of the project will be posted on the Purchasing Department's bulletin board. The contractor will verify under oath that all bills have been paid in full. This verification will be in the form of a certification signed by the contractor and witnessed by a notary public. The certification form will be provided by The University of Alabama Purchasing Department. Partial payment of up to 95% of the total project price may be made prior to final completion notice being advertised. However, the remaining 5% must be held until completion of four weeks of advertising and then an additional 30 days before final payment can be released in accordance with State of Alabama Title 39 requirements.

### **9.57 WARRANTY**

All items bid must be fully warranted for a minimum period of one (1) year or manufacturer's published warranty from the date of final installation commissioning acceptance whichever is the longer period of coverage. The successful vendor, during the warranty period, will report to the site and repair or replace any defective materials or workmanship without cost to the University. Warranty service shall be rendered within forty-eight (48) hours after request by the University. Warranty repairs must be completed within four (4) working days after vendor has been notified of the situation. The successful bidder shall guarantee all installation to be free from defects in materials and workmanship for a minimum of one (1) year from final acceptance by the University. Service or replacements of any defective items are to be provided by the successful bidder at no charge to the University during the period of guarantee. After the one (1) year warranty period expires, The University will have the option to purchase a maintenance agreement in increments of a year. **Specify all terms and conditions of the warranties associated with your products with your bid response.**



## **9.58 DELIVERY/ INSTALLATION REQUIREMENTS**

**Installation MUST be complete by May 1, 2014. The project must be completed in a timely manner. Installation and completion timeframe will be a criterion in the bid award.** WHEN THE LOW BIDDER CANNOT MEET DELIVERY REQUIREMENTS, THE UNIVERSITY OF ALABAMA RESERVES THE RIGHT TO CONTACT THE NEXT LOWEST RESPONSIBLE BIDDER FOR AVAILABILITY. Failure to comply with quoted commitments will be grounds for revocation of bid award and may jeopardize the bidder's position on the University's list of responsible bidders.

## **9.59 CODES, REGULATIONS AND STANDARDS**

- A. The installation shall be in compliance with all applicable codes, ordinances and regulations in effect at the time of bid opening including but not limited to the following:
1. Applicable local codes and ordinances
  2. IBC (International Building Code) 2009 Edition
  3. ANSI A17.1 Safety Code for Elevators and Escalators
  4. ICC/ANSI A117.1-2003
  5. NEC 2011
  6. NFPA101 Life Safety Code, 2012 Edition
  7. Agency For Health Care Administration (ACHA) 59-A3, 1992 Edition
  8. Governing fire department requirements
  9. Utility company requirements
  10. State Department of Labor requirements
  11. State Department of Health requirements
  12. National Fire Protection Association Standards
  13. State and Federal Safety and Health Laws
  14. NFPA 70 – National Electrical Code, 2008 Edition
  15. Americans with Disabilities Act / Accessibility Standards, 2010 Edition
  16. Communications Commission
- B. If discrepancies occur between Contract Documents, local codes, national codes, utility requirements, etc., most stringent requirements shall apply.
- C. All equipment shall be equal to or exceed the minimum requirements of NEMA, IEEE, ASME, ANSI, TIA/EIA and Underwriters' Laboratories.
- D. Should any change in plans or specifications be required to comply with governmental regulations, the Contractor shall notify the Owner at the time of submitting the construction schedule.

## **9.60 REFERENCE STANDARDS**

### **A. References**

The following standards and codes contain provisions that, through their reference constitute provisions and requirements of this Section:

1. ANSI/ICEA S-84-608-1988, Filled Telecommunications Cable
2. ANSI/TIA/EIA-568-B.1 (2001) Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements
3. ANSI/TIA/EIA-568-B.2 (2001) Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted-Pair Cabling Components
4. ANSI/TIA/EIA-570-A, Standard, Residential Telecommunication Cabling Standard (proposed revision to 570)
5. ANSI/TIA/EIA-606, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
6. ANSI/TIA/EIA-607, Commercial Buildings Grounding and Bonding Requirements for Telecommunications.
7. CENELEC EN 50173, Information technology - Generic cabling systems
8. IEC 1000-5-2, Grounding and Bonding

#### **B. Standards**

1. Where reference is made to specifications or standards published by various organizations, the Work shall conform to the latest edition of such specifications or standards as amended and revised in effect at the date of Contract, unless a specific date is indicated.
2. Where material is designated for certain applications, material shall conform to standards designated in the applicable building code governing the Work. Similarly, unless otherwise specified, installation methods and standards of workmanship shall also conform to specifications and standards required by such code. Where no particular material is specified for a certain use, Contractor shall select from choice offered in code upon approval by Owner.
3. Where such code, specification or standard does not provide all information necessary for complete installation of an item, comply with manufacturer's instructions for workmanship.
4. Where specific articles, sections, divisions or headings for Reference Standards are not given, such standards shall apply as appropriate. Standards when included herein by abbreviations or otherwise shall form a part of Contract Documents. In the event of conflicts between cited Standards and/or the Contract Documents, the more stringent shall govern.

#### **C. Contractor's Duties and Responsibilities**

Responsible when required by Contract Documents or written request from Owner to deliver required proof that materials or workmanship, or both, meet or exceed requirements of Reference Standard.

#### **D. Standard's Abbreviations**

Abbreviations used throughout the Contract Documents refer to associations, institutes, societies and other public bodies who publish standards that are readily available to the public. Whenever initials representing such a body are shown, followed by a number or a combination of numerals and letters, reference is to a particular standard to which Contractor shall conform. The number or combination of numerals and letters following abbreviation designates the particular standard to be followed.

**9.61 INVITATION FOR BID**

2.0 does not apply to this solicitation

3.0 does not apply to this solicitation

**BOND FOR PERFORMANCE OF THE WORK**

**STATE OF ALABAMA            )**  
**COUNTY OF TUSCALOOSA    )**

**CITY OF TUSCALOOSA**

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_

\_\_\_\_\_, as Principal, and Surety, are held and firmly bound unto **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA** hereinafter called the Owner, as their interests appear, in the penal sum of \_\_\_\_\_

Dollars(\$\_\_\_\_\_) for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set out hands and affixed our seals this

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound PRINCIPAL entered into a certain Contract with said THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA for the (construction), (reconstruction) and (improvement) of; a copy of the Contract Agreement therefore is hereto attached.

NOW, THEREFORE, in the event the said PRINCIPAL, as such Contractor, shall faithfully and promptly perform said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect; otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said PRINCIPAL to promptly and efficiently prosecute said Work, in any respect, in accordance with the Contract Documents, the above bound \_\_\_\_\_ as Surety, shall take charge of said Work and complete the Contract at his own expense, pursuant to its terms, receiving, however, any balance of the funds in the hands of said THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a corporation (The Owner) due under said contract.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then the Owner may cause ten (10) days' notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten (10) days, if said Principal or Surety do not proceed promptly to execute said contract,

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA**

Shall have the authority to cause said Work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said Wok above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Owner, upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Advertisement for Bids, Instructions to Bidders, Bid Response, General Conditions of the Contract, Detailed Specification Requirements, Drawings, and the Purchase Order hereinbefore referred to, and the Bond for the Payment of Labor, Materials, or Supplies executed under the provision of Chapter 1, Title 39, Alabama Code of 1975, are made a part of this obligation, and this instrument is to be construed in connection therewith.



**BOND FOR PAYMENT  
OF LABOR, MATERIALS, OR SUPPLIES**

STATE OF ALABAMA            )  
COUNTY OF TUSCALOOSA    )

CITY OF TUSCALOOSA

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_  
\_\_\_\_\_, as Principal, and Surety, are held and firmly  
bound unto **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA** hereinafter  
called the Owner, as their interests appear, in the penal sum of  
\_\_\_\_\_ Dollars(\$\_\_\_\_\_) for the  
payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors,  
administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set out hands and affixed our seals this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the  
above bound PRINCIPAL entered into a certain Contract with said THE BOARD OF TRUSTEES  
OF THE UNIVERSITY OF ALABAMA for the construction of ; a copy of the Purchase Order  
therefore is hereto attached.

NOW, THEREFORE, in the event the said PRINCIPAL, as such Contractor, shall make  
payment to all persons supplying him or them with labor, material, or supplies for or in the  
prosecution of the Work provided for in said Contract and any and all modifications of said  
Contract that may hereafter be made, except that no change will be made which increases the  
total Contract Price more than twenty percent in excess of the original Contract Price without  
notice to the Surety, then this obligation shall be null and void and of no effect; otherwise to  
remain and be in full force and effect.

PROVIDED, further in the event that the said PRINCIPAL, as such Contractor, shall fail  
to make prompt payment to all persons supplying him or them with labor, materials, or supplies  
for or in the prosecution of the Work provided for in such Contract the above bound  
\_\_\_\_\_ as Surety shall be liable for the payment of  
such labor, materials, or supplies and for the payment of reasonable attorney's fees incurred by  
successful claimants or plaintiffs in suits on said bond as provided in Chapter 1, Title 39, Alabama  
Code of 1975.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves  
to the mode of service described in Chapter 1, Title 39, Alabama Code of 1975 and consent that  
such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on  
said Contract, the same shall be paid to said Principal or Surety.

The decision of the Owner, upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Advertisement for Bids, Instructions to Bidders, Bid Response, General Conditions of the Contract, Detailed Specification Requirements, and Drawings, and Purchase Order hereinbefore referred to, and the Bond for Performance of the Work executed under the provisions of Chapter 1, Title 39, Alabama Code of 1975 are made a part of this obligation and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

PRINCIPAL:

\_\_\_\_\_

Countersigned by Alabama Resident  
Agent for Surety:

BY: \_\_\_\_\_  
(Title)

SURETY:

\_\_\_\_\_

(Name)

\_\_\_\_\_ BY: \_\_\_\_\_

(Address)

(Title)

NOTE: Power of Attorney in connection with the above noted Surety Bond shall be furnished with the original and five copies.



**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA BID FORMc/o Purchasing  
Department  
355 Rose Administration Building  
P.O. Box 870130  
Tuscaloosa, Alabama 35487-0130**

The Undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Request as Principals is or are as herein named and that no other person than herein named has any interest in this Bid Response or in the Contract to be entered into; that this Bid Response is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work, and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, and that he has examined the Drawings and Specifications, including Addenda Nos. \_\_\_\_\_ for the work and the other Contract Documents relative thereto, and that he has satisfied himself relative to the work to be performed.

The Bidder further declares that he is aware of the tax exempt status of the Owner.

In compliance with your Advertisement for Bids dated \_\_\_\_\_ and subject to all the conditions thereof, the undersigned \_\_\_\_\_

Alabama General Contractor's License # \_\_\_\_\_

Classification \_\_\_\_\_, A corporation organized and existing under the Laws of the State of \_\_\_\_\_.

A Partnership consisting of \_\_\_\_\_

Or an Individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_  
Hereby proposed to furnish all labor and materials and perform all work required for the construction of \_\_\_\_\_  
in accordance with Drawings and Specifications.

**BASE BID:** For construction complete as shown and specified, the sum of \_\_\_\_\_

\_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

The Contractor will begin construction upon notification by the Owner to proceed and agrees to complete the work within \_\_\_\_\_ consecutive calendar days.

**UNIVERSITY OF ALABAMA  
BID FORM  
Page 2 of 2**

(To be filled out if certified check accompanies bid).

The undersigned further agrees that in case of failure on his part to execute the Contract and required Contract Bonds within fifteen (15) consecutive calendar days after being given written notice of the Award of the Contract, the check accompanying this Bid and the monies thereon shall be paid into the funds of **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a corporation** as liquidated damages for such failure; otherwise the check accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the \_\_\_\_\_

Bank of \_\_\_\_\_

For the sum of \_\_\_\_\_

(\$\_\_\_\_\_).

(To be filled out if bidder's bond accompanies bid).

The undersigned further agrees that in case of failure on his part to execute the Contract and Required Contract Bonds within fifteen (15) consecutive calendar days after being given written Notice of the award of the Contract, the Bidder's Bond accompanying this Bid is callable and the Surety will be called upon the Owner(s) for the liquidation; otherwise said Bidder's Bond shall be returned to the undersigned.

Attached hereto is a bidder's bond of \_\_\_\_\_  
(The Bonding Company)

for the sum of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_) made payable to **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a corporation.**

The full names and residences of persons and firms interested in the foregoing bid as Principles are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Bidder)

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

Title \_\_\_\_\_

\_\_\_\_\_  
(Business Address)

## Russell Hall 214 Equipment List

Qty.	Description	Manufacturer	Part #
	<b>Hardware</b>		
	<b>VIDEO</b>		
1	PC	N/A	MISC
1	LAPTOP	N/A	MISC
1	18" Symposium	Smart	SP518-SN
1	P30HD VISUAL PRESENTER	Elmo	1338
1	Sony BDP-S3100 Blu-ray Disc Player with Super Wi-Fi	Sony	SOBDPS3100
2	Sony EVI-HD1 HD PTZ Camera	Sony	EVI-HD1
2	CAMERA SHELF	Vaddio	535-2000-216
2	Distribution Amp - 3 YUV	Kramer Electronics USA, Inc	VM-2C
2	9-INPUT SCALER / SWITCHER	Kramer Electronics USA, Inc	VP-728
1	HDMI TO 3 G HD-SDI FORMAT CONVERTER	Kramer Electronics USA, Inc	FC-113
1	Kramer Tools Rack Adapter	Kramer Electronics USA, Inc	RK-3T
1	16 X 16 DIGITAL MEDIA SWITCHER	Crestron Electronics, Inc	DM-MD16X16
4	DVI / RGB INPUT CARD FOR DM SWITCHERS	Crestron Electronics, Inc	DMC-DVI
3	HDMI® Input Card w/Down-mixing	Crestron Electronics, Inc	DMC-HD-DSP
2	BNC ANALOG VIDEO INPUT CARD FOR DM SWITCHERS	Crestron Electronics, Inc	DMC-VID-BNC
1	6 DM 8G+ w/3 HDMI & 2 HDMI w/2 Stereo Analog Audio Output Card for DM-D16X16	Crestron Electronics, Inc	DMCO-5553

1	Output Card for DM-MD16X16	Crestron Electronics, Inc	DMCO-3300
6	DigitalMedia 8G+? Receiver & Room Controller w/Scaler	Crestron Electronics, Inc	DM-RMC-SCALER-C
2	Tensioned Advantage Electrol Ceiling Recessed Projector Screen 16:10 format, 109" diagonal viewing area low voltage control included	Da Lite Screen Company	70105LS
2	Sony VPL-FHZ55W Projector 4000 Lumens, 24.3 lbs, 0.8" 3 LCD Projector	Sony	VPLFHZ55W
2	8" Ceiling Plate with One Slot	Chief	CMS440
2	3" SPEED CONNECT FIXED COLUMN	Chief	CMS003W
2	RPMAUW UNIVERSAL RPMA	Chief	RPMAUW
2	FLAT PANEL POWER CONDITIONER	APC	C2
2	LG MU-42PM11 42" PLASMA DISPLAY *OFE	N/A	MU-42PM11
2	MOUNT FOR 42" PLASMA DISPLAY	N/A	MOUNT
1	LG 60PG30 60" PLASMA DISPLAY*OFE	N/A	60PG30
1	MOUNT FOR 60" PLASMA DISPLAY	N/A	MOUNT
1	FLAT PANEL POWER CONDITIONER	APC	C2
1	LG 60" PLASMA DISPLAY	LG	60PN6500
1	FUSION MICRO-ADJUSTABLE TILT WALL MOUNT	Chief	LTMU
1	FUSION CAT 5/Surge Adapter	Chief	FCA100
1	FLAT PANEL POWER CONDITIONER	APC	C2

<b>VIDEO CONFERENCING SYSTEM</b>			
1	HDX 8000 Codec only. 720p with dual outputs	Polycom	2200-29045-001
1	HDX remote control for use with HDX Series codecs, English version	Polycom	2201-52556-001
1	SHELF FOR MOUNTING THE HDX 7000 AND 8000 SERIES CODECS	Polycom	2215-28283-001
1	Total Coverage One Year HDX 8000 Series	Polycom	4870-00380-156
2	2457-23521-001 HDX ADAPTER FOR HDCI PORT BREAKOUT TO 5-BNC(F) AND DB9(F)	Polycom	2457-23521-001
<b>AUDIO</b>			
1	Tandberg AudioScience Student Mic *OFE	N/A	Student Mic
2	Tandberg AudioScience Instructor Mic *OFE	N/A	Instructor Mic
1	NEXIA VC DSP FOR VIDEOCONFERENCING APPLICATIONS	BiAmp Systems	NEXIA VC
1	Ashly Two Channel Power Amplifier	Ashly Audio Inc	SRA-2075
1	Shure ULXS Bodypack System ****FRQUENCY NEEDED****	Shure Incorporated	ULXS14/85-xx
1	Shure Single Rackmount Kit for ULX Receiver	Shure Incorporated	UA506
4	Stereo unbalanced line level signal to a mono unbalanced or balanced line level signal.	APC	S2M
8	6.5" treated fiber cone with coaxial 1" softdome tweeter	Sound Tube Entertainment, Inc	CM62-EZs-II-WH
4	Extra RSi Series Hanging Kit	Sound Tube Entertainment, Inc	AC-RS-HH-10

	<b>CONTROL</b>		
1	Series Control Systems	Crestron Electronics, Inc	PRO3
1	Infrared (IR) Emitter Probe for 2-series systems	Crestron Electronics, Inc	IRP2
1	TOUCHPANEL	Crestron Electronics, Inc	TSW-1050-B-S
1	TableTop Kit for TSW-1050, Black Smooth	Crestron Electronics, Inc	TSW-1050-TTK
	<b>PODIUM, RACK ACCESSORIES, CABLING, ETC.</b>		
1	MEDIA LECTERN V2 W/ TOE KICK	Spectrum Industries, Inc	55260IDTK
2	OPTIONAL FOLDING SHELF FOR MEDIA DIRECTOR LECTERN V2	Spectrum Industries, Inc	55263ID
1	Upper Rack Rail Kit (3RU)	Spectrum Industries, Inc	55266B
1	Security Panel For MDLV2 Black	Spectrum Industries, Inc	55262B
1	PCM w/RJ45 Data Jack w/2 Outlets for Distance Learning Line	Spectrum Industries, Inc	99003
1	55264D OPTIONAL 12" KEYBOARD TRAY FOR MEDIA DIRECTOR LECTERN	Spectrum Industries, Inc	55264D
1	MISCELLANEOUS CABLING, CONNECTORS, ETC.	N/A	MISC
	<b>Labor/Installation/Support/Shipping</b>		
1	Programming	N/A	
1	Audio Programming	N/A	
1	Installation	N/A	
1	1st Year Support	N/A	
1	Shipping	N/A	Shipping

## **10.0 QUOTE SHEET**

All items bid must be fully warranted for a minimum period of the specified manufacturer's warranty as listed below. The successful vendor shall guarantee all installation to be free from defects in materials and workmanship for a minimum of one (1) year from final acceptance by the University. Service or replacements of any defective items are to be provided by the successful vendor at no charge to the University during the period of guarantee.

**IMPORTANT:** The EQUIPMENT COST MUST include the product and the shipping cost. DO NOT LIST SHIPPING COST AS A SEPARATE CHARGE. The INSTALLATION COST must include all equipment, materials, labor, tools, supplies, transportation, and any other expenses necessary to install the equipment as described in these bid specifications.

**Please include all package discounts, information, and rebates available including Honors pricing if applicable.**

**NOTE:**

**The equipment listed above is provided as a reference for the installation. Verify all quantities and identify any additional items required to provide a complete system. It is the vendor's responsibility to verify the quantities needed and the University will not incur any additional cost for errors made in this verification.**

**BID BOND:** A Cashier's check or bid bond payable to The University of Alabama in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000, must accompany the bidder's response. Performance and Payment bonds and evidence of insurance required in the bid documents will also be required prior to the award of a contract.

**Quote the cost of providing a performance bond that is equal to 100% of the contract price.**

**\$ \_\_\_\_\_**

**Quote the cost of providing a payment bond of not less than 50% of the contract price.**

**\$ \_\_\_\_\_**

**Grand Total for Complete Project including bonds as specified: \$ \_\_\_\_\_**

**The grand total listed above must include all costs associated to furnish, deliver and install the equipment for this project. The University of Alabama will not incur any costs above the grand total listed above.**

**SERVICE / MAINTENANCE AGREEMENT:**

List below any maintenance agreement your company offers for the equipment included in the RFQ to begin after the expiration of the manufacturer's published warranty and/or installation of products. Extended warranty should include: service visits, labor charges, travel charges, semi-annual preventative maintenance visits, software/firmware upgrades, next business day response, usage record keeping and technical support. State coverage offered. Note any services that are in addition to the list in the previous sentence not included. Note the number of years offered. List each year of agreement and cost for that year. (Include a copy of the service agreement with your bid response).

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Does your company provide maintenance or employ a third party for this service? \_\_\_\_\_  
Yes \_\_\_\_\_ No \_\_\_\_\_



If third party list below:

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Specify all terms and conditions of the warranties associated with your installation workmanship and the equipment being provided.

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**REFERENCES:**

References must be included with the bid response. References must include at least three (3) installations other than the University of Alabama for the equipment being bid that has been successfully maintained by the vendor for the past two(2) years, which is similar to equipment to be located at The University of Alabama in terms of manufacturer, size and features.

Company: \_\_\_\_\_

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

\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail : \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Company: \_\_\_\_\_

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

\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail : \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Company: \_\_\_\_\_

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

\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail : \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

At the request of the University, the vendor will file additional reliable data and references for investigation. The University may make such investigation as deemed necessary to determine the ability of the vendor to perform the work.

Location of the vendor's nearest service center from the University campus:

\_\_\_\_\_

City, State \_\_\_\_\_

Can you meet the forty-eight (48) hour response time to a service/repair call by the University?

\_\_\_\_\_Yes \_\_\_\_\_No

**CAN YOU MEET THE DELIVERY REQUIREMENT? \_\_\_\_\_ YES \_\_\_\_\_ NO**

**PRICES EFFECTIVE UNTIL \_\_\_\_\_**  
**MUST BE A MINIMUM OF SIXTY (60) DAYS**

VENDOR CONTACT PERSON EMAIL ADDRESS: \_\_\_\_\_

VENDOR WEB PAGE ADDRESS: \_\_\_\_\_

**CAMPUS MAP:**

A printable campus map and legend is available at [www.tour.ua.edu/mapfull](http://www.tour.ua.edu/mapfull).

# THE UNIVERSITY OF ALABAMA

## 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

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## Company Information

Company Name:

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Company ID Number:

Doing Business As (DBA)

Name:

DUNS Number:

### Physical Location:

Address 1:

Address 2:

City:

State:

Zip Code:

County:

### Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

### Additional Information:

Employer Identification Number:

Total Number of Employees:

Parent Organization:

Administrator:

### Organization Designation:

Employer Category:

Federal Contractor Category:

Employees being verified:

NAICS Code:

[View/Edit](#)

Total Hiring Sites:

[View/Edit](#)

Total Points of Contact:

[View/Edit](#)

[View MOU](#)



**DISCLOSURE STATEMENT**

1. Contract/Purchase Order No. \_\_\_\_\_

2. Name of Contract/Grantee: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

3. Nature of Contract/Grant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Does the contractor/grantee have any relationships with any employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract? If so, please state the names, relationships, and nature of the benefit.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(For employees of the University, family members include spouse and dependents. For members of the Board of Trustees (officials), family members include spouse, dependents, adult children and their spouses, parents, in-laws, siblings and their spouses.)

This Disclosure Form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

\_\_\_\_\_  
Signature of Authorized Agent of Contractor/Grantee

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

RETURN FORM TO: **The University of Alabama**  
**Purchasing Dept.**  
**Box 870130**  
**Tuscaloosa, AL 35487-0130**  
**Ph: (205) 348-5230**  
**Fax: (205) 348-8706**  
**www.purchasing.ua.edu**