

# THE UNIVERSITY OF ALABAMA

## INVITATION FOR BID

**T- 054095**

### **Digital Signage for Bryant – Denny Stadium**

#### **Questions and Answers**

#### **ADDENDUM #2**

May 13, 2014

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

**IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY **May 20, 2014 @ 2:00 P.M. CST****

**Offeror must acknowledge receipt of this and any addendum as stated in the Invitation For Bid.**

A new bid form is included with this addendum that includes an optional remote on/off control system for the televisions. Parts numbers and quantity are specified in bid form.

Updated prints are included with this addendum that indicate the removal of the Level 1 West corridor 100 (TV's 043 and 044) location from the scope.

The updated Bid Form and Prints are available in the Box.com folder. For access please contact Kevin Stevens at [kstevens@fa.ua.edu](mailto:kstevens@fa.ua.edu).

The following questions and answers shall become part of the Invitation For Bid.

1. Per the CODE we should not run the fiber in the elevator shaft. So should we provide raceway on the exterior of the shaft to get from the upper levels to the 3<sup>rd</sup> level to access the Head end room? If so what size would you require and or how many? OR would you want the fiber strapped to Strut on the exterior surface of the shaft?

**Yes. Fiber may be placed alongside existing conduit runs on the exterior of shaft and properly dressed.**

2. Do the (18) rack locations need a dedicated circuit & outlet for media converters, UPS, etc... in addition of the circuit for the displays?

**No. However, Contractor needs to verify that the circuit selected has enough capability to handle the estimated 2-4amps of the rack and switches.**

3. Can you provide the University specs for the Horizontal cabling?

**Belden 2412**

4. What is the part # for fiber optic backbone?

**Tactical Fiber Part number, OCC-DX012CSLA9KB**

5. There is no rack for Head-End equipment mentioned. Is there space for the new equipment already in an existing Rack or do we need to propose one?

**Existing Rack room on level 4 has ample room for additional components.**

6. Page 44 confirms that the scope is to provide the data network for the POS system. Question is whether the bidder needs to configure the managed switches and the 43 Cisco wireless access points or if the configuration will be done by the UofA's IT department?

No, University personnel will configure switches.

7. Has a decision been made on a POS system yet?

Yes, however the name will not be released until a formal contract is executed.

8. Page 46, point 4. Fiber? The Dell Switches support fiber, but there is no requirement for GBIC adapters. Do we need to supply those as well? If so, we would need to know what Fiber standards are already in play. Also, are Fiber switches already at the 18 locations? Or will the bidder have to provide all that sundry equipment too?

Yes, this is a turnkey solution. Provide all needed GLUE WARE to provide a functional system even if items were not called out on the equipment list. These items should be included in the line item on the Bid Form for Materials and Integration. There are no fiber switches currently in the 18 locations.

9. Is this the version of the S4810 required? –  
[http://configure.us.dell.com/dellstore/config.aspx?oc=bf10s48&model\\_id=force10-s4810&c=us&l=en&s=bsd&cs=04&](http://configure.us.dell.com/dellstore/config.aspx?oc=bf10s48&model_id=force10-s4810&c=us&l=en&s=bsd&cs=04&)

Yes

10. Confused about the requirement for Hoffman Protek 14RU Environmental Rack's. Even the manufacturer wasn't 100% certain, however the questions are: a) Is part number PTRS362424G3 OK for the enclosure and b) part number PTRS36T OK for the rack? What about c) accessories; Locks/Handles, Back Panels, Grounding Kits and PDU's?

Part numbers are correct. As noted above you will need to include all accessories required to make the unit functional and meet the intent of the specifications written.

11. What type fiber cable (single mode or multimode?) was to be used?

Part Number listed above, SINGLE MODE 12 STRAND

12. For the wireless access point The part number AIR-LAP1042N-X-K9 ; the X designates the Regulatory Domain. The US would be A. E would be typically some other country. I will assume you meant A> AIR-LAP1042N-A-K9?

The A version is required

13. Can we quote Cisco switches instead of Dell switches? RFP calls for Dell S4810 S –series Managed switches -48 port.

Quote the Dell switches as outlined and provide the Cisco option as a Add/deduct Alternate.

14. On the optional control system do you want a single location or login to turn all displays on / off, or do you want to break it down to control surface per concession stand?

Single location

15. On the sign surrounds does the material have to be Di-bond or equal from other manufacture?

Quote the Specified product and include Add or deduct for alternate material and we will evaluate.

16. During the Pre Bid walkthrough it was indicated that there were some revisions to the scope – When will these be available?

This bid package and revisions in this addendum and the attached Bid Form are the final adjustments to scope.

17. In section 3.1A1.e it states the switches for the POS will be located in wall racks located in the Concessions, is contractor required to provide the wall racks and UPS or is scope limited to only the switch?

Contractor is responsible for rack, UPS and all accessories required for a turnkey solution.

18. Please confirm the number of screen locations where existing equipment will need to be removed?

Contractor must field survey.

19. The gray color behind the Alabama Crimson Tide, is that digital printed vinyl or is it an additional piece of Di-bond underneath the printed vinyl?

Digital printed vinyl.

20. Can the surround be painted or does it all need to be wrapped with digital printed vinyl?

It can be digital vinyl or painted provided colors are matched.

21. There will be no conduit required for any of the low voltage cabling such as fiber / copper.

Yes that is correct

22. Can we sub the 18 – S4810 for S25V Dell switches?

Quote the Specified product and include Add or deduct for alternate material and we will evaluate.

The IFB may be found at <http://purchasing.ua.edu/pdfs/PendingBids/T054095.pdf>

# THE UNIVERSITY OF ALABAMA

## INVITATION FOR BID

T- 054095

Digital Signage for Bryant Denny Stadium

ADDENDUM # 1

April 30, 2014

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

**IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY May 20, 2014 @ 2:00 P.M. CST**

**Offeror must acknowledge receipt of this and any addendum as stated in the Invitation or Bid.**

The following shall become part of the Invitation For Bid.

**Please note:**

**All vendors are highly encouraged to be available for a thorough walk through of Bryant – Denny Stadium to fully understand the scope of the project. Bryant-Denny Stadium will be available after the Pre-Bid Conference on Tuesday, May 6 until 5:00 p.m. and 8:00 – 5:00 p.m. on Wednesday, May 7. Access on Wednesday will be granted through Gate 19.**

The IFB may be found at <http://purchasing.ua.edu/pdfs/PendingBids/T0054095.pdf>

# 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 05/20/2014 @ 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.



## INVITATION FOR BID

- 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

### 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 a Digital Signage System for the University. This project is located in Bryant-Denny Stadium on the campus of The University of Alabama in Tuscaloosa, AL.

The drawings and other files are uploaded in a Box.com account. For access to these files please contact Kevin R. Stevens at [kstevens@fa.ua.edu](mailto:kstevens@fa.ua.edu).

### 9.3 KEY EVENT DATES AND PRE-BID CONFERENCE

Key Event	Date
Release Date	April 22, 2014
Pre-bid Conference	May 6, 2014 10:00 a.m. CST
Deadline to Submit Questions	May 12, 2014 4:00 p.m. CST
Vendor Responses Due	May 20, 2014 2:00 p.m. CST
Campus Presentations	May 27-28 Tentative
Estimated Date of Award	June 3, 2014 Tentative

A Pre-Bid Conference / On-site visit will be held in the Donar Hall of Fame Theater Room in the South End Zone of Bryant-Denny Stadium at The University of Alabama at 10:00 a.m. CST May 6, 2014, 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 4:00 p.m. CST May 12, 2014. 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 of 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.

## 9.7 COPIES OF CONTRACT DOCUMENTS

Please contact Kevin Stevens, Director, at [kstevens@fa.ua.edu](mailto:kstevens@fa.ua.edu) to obtain access to the 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
(3) The University of Alabama's approval of the Contractor's bonds and evidence of insurance	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> .
4) Notice to Proceed issued to the Contractor in the form of a University Purchase Order	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

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 there from. 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 August 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 \_\_\_\_\_, 2012.

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.

IN WITNESS WHEREOF, the above-abounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the name of 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:

\_\_\_\_\_  
Countersigned by Alabama Resident Agent for Surety: BY: \_\_\_\_\_  
(Title)  
SURETY:  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address) BY: \_\_\_\_\_  
(Title)

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



**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 \_\_\_\_\_, 2012.

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 \_\_\_\_\_, 2012, 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)

## 10.0 DIGITAL SIGNAGE PACKAGE TECHNICAL SPECIFICATIONS

### PART 1 GENERAL

#### 1.1 DESCRIPTION

- A. The Contractor shall be responsible for providing all video and control equipment as described.
- B. Contractor shall be responsible for assembly, secondary modifications (if necessary) and powering of all video components onto new or existing structures.
- C. Owner will provide Primary Power at defined demarcation points as shown on the project electrical drawings. Contractor shall be responsible for all power and electrical distribution from demarcation point (Secondary Power) to new system(s). Contractor shall provide all Secondary Power connections/terminations required to power new system(s).
- D. Owner will provide conduits or raceways as currently exist and as shown on the project electrical drawings for low voltage, video signal, and/or data communication for new system(s). All additional conduit and raceways required to complete a path to each video component shall be furnished and installed by Contractor. Contractor shall be responsible to furnish, install, and terminate all required cabling needed to make new system(s) complete and fully operational.
- E. Contractor is responsible for supplying a complete and fully operational system as intended by the bid documents and any subsequent addendums. Prior to entering into a contract for the project, vendor is responsible for notifying Owner of any equipment omissions in the bid documents that would prevent the completion of a fully operational system. If Contractor fails to notify Owner of any equipment omissions, Contractor shall assume responsibility for providing the required equipment at no additional cost to Owner.
- F. Contractor shall field verify all work site conditions prior to submitting shop drawings.
- G. Contractor shall grant Owner a license to use all proprietary software provided with this bid for the life of the system.
- H. All equipment, except Owner Furnished Equipment (OFE), and materials shall be new (latest version at time of bid) and shall conform to applicable UL, CSA, or ANSI provisions. Re-manufactured or "B" stock equipment will not be accepted without prior written consent from the Contractor. Evidence of unauthorized re-manufactured, or "B" stock equipment on the project site will be deemed evidence of the Contractor's Failure to Perform the Work. Take care during installation to prevent scratches, dents, chips or disfiguration.

#### 1.2 VENDOR QUALIFICATIONS

1. Owner seeks to contract with a vendor for the full performance of the work as described in this bid and have the option to obtain long-term service contract and support for all equipment supplied by the selected vendor. In an effort to ensure the chosen vendor has the long-term interests of Owner in mind, the following shall be required in order to submit a bid for this project. Failure to submit acceptable responses to all of these requirements shall eliminate a vendor from consideration. The Owner, in its sole discretion, shall reserve the right to waive any or all of the requirements listed below.
  1. Vendor shall provide a list of a minimum of three (3) facilities (facility, contact name, title, address and current phone number) where the vendor has provided equipment and services of equivalent size and scope within the last five (5) years.

2. Vendor shall provide a minimum of one (1) facility (facility, contact name, title, address and current phone number) where the vendor has provided equipment and services of equivalent size and scope that is at least five (5) years old.
3. Vendor shall be required to provide a Letter of Surety from their bonding agent, stating their ability to provide a 100% payment and performance bond if they are the successful bidder.
4. Vendor shall have a direct service employee or certified contractor capable of providing maintenance response within 8 hours of a call for service.

### 1.3 SUBMITTAL REQUIREMENTS

#### A. Initial Submittals and Shop Drawings

1. Contractor shall be required to provide submittals and shop drawings to Owner within thirty (30) calendar days of date shown on award notice, acknowledged with a binding letter of intent. Contractor shall be responsible to ensure that the dimensions and specifications of each component and all systems fit within the building allowances. Contractor shall advise the Owner of any discrepancy that could affect installation. If Contractor fails to notify Owner of any discrepancies, Contractor shall assume responsibility for providing the required equipment or correcting such discrepancies at no additional cost to Owner. The following required submittals will be defined by guidelines established by the Owner and shall include but not be limited to:
  - a. Three (3) sets of shop drawings, product data and samples together in one package within thirty (30) calendar days of date shown on Award Notice to Contract and prior to ordering equipment.
  - b. Catalog data sheets, neatly bound with title page, space for submittal stamps, and tabbed dividers between Sections. Provide a complete list of proposed equipment with reference to its corresponding specification paragraph number or equipment title in specification paragraph order. Denote all approved substitutions.
  - c. Point-to-point wiring diagrams and typed wire lists identifying every connection. Include electronic devices such as switches, transformers and terminal blocks. Indicate locations of all components. Identify cables by types, colors and wire numbers. Complete, detailed wiring diagrams for the systems, based on the contract documents but including cable types, identification and color codes, and detailed wiring of connections, both at equipment and between equipment racks and wiring conduit, connector types, expansion loops and cable lengths. Drawings shall comply with ANSI and International Electrotechnical Commission recommendations and standards as appropriate. Provide drawing set cover sheet clearly dimensioning all cable preparation details for each cable type and connector utilized in the system.
  - d. Structural engineered drawings for all secondary steel framing required for this scope of work. Structural drawings submitted shall include attachments to primary steel structure. Structural engineered drawings shall also include method of attachment for all video components required for this scope of work. A licensed/registered engineer in the State or Commonwealth where this project is located shall stamp all structural drawings.
  - e. Conduit riser diagrams showing required conduits and junction boxes along with types of quantities of cables to be contained in each conduit. Show details of weatherproofing, lightning protection and grounding, strain relief and cable support, fire stop protection, and wall penetrations through all rated partitions.

- f. Rack layouts indicating the proposed arrangement of mounted equipment including power junction box location and locations of conduit penetrations. Rack layouts shall include front and rear views. BTU loads for each piece of equipment should also be included on the rack layout drawing.
- g. Detail drawings of all custom fabricated items and approved equipment modifications. Include complete parts lists, schematic diagrams, and all dimensions required for proper assembly.
- h. Submittal drawings shall indicate proposed color selections and finishes for all exposed surfaces and custom fabricated items. Submit actual color/finish samples, wall plates, custom labels and furniture.
- i. A list of all lower tier subcontractors and suppliers. List shall include lower tier subcontractor's qualifications indicating performance of similar work on past projects of this type and scope.
- j. A project schedule in Gantt chart format outlining equipment delivery dates and installation start and finish dates. Project schedule shall be broken down into sufficient detail (work task and duration) to permit Owner to monitor installation progress on a daily basis.
- k. Copies of all required business and contractor licenses.
- l. Copies of proof of insurance.
- m. Approval of submitted items indicates only the acceptance of the manufacturer and quality. Specific requirements, arrangements, and quantities shall comply with the intent of the Contract Documents as interpreted by the Owner unless specifically approved in writing.
- n. Submittals that are incomplete, deviate significantly from the requirements of the Contract Documents, or contain numerous errors will be returned without review for rework and re-submittal, and may result in back charges to the Contractor.

**B. Contract Closeout Submittal:**

1. When the installation is substantially complete including the Testing Reports in Part 3 of this Section, Contractor shall submit two (2) complete initial hard copy sets of contract closeout submittals to the Owner for review. After review and approval of initial set, Owner shall return one (1) initial hard copy to Contractor with comments for updating. Contractor shall provide four (4) final sets of closeout submittals to Owner and one (1) electronic copy in PDF format. Closeout submittals shall include, but not be limited to:
  - a. Project Record Drawings (As-Built Drawings) including final electrical drawings, system block diagrams, rack layout drawings and wiring schedule.
  - b. An Operation & Maintenance Manual.
  - c. A list of all equipment provided and its location within the facility. List shall include manufacturer name, model identifier, serial number, and any other pertinent information needed to obtain service, maintenance, and/or replacement.
  - d. A list of all Subcontractors who performed work for Contractor during installation. List shall include company name, physical company address, phone number, and contact person(s).
  - e. Copies of all software, settings and programs used in the control and operation of this system.

- f. Copies of all equipment registration documentation.
- g. All testing reports as specified in Section 3.11 – Testing and Acceptance.
- h. Test reports for all new fiber optic cable installed under this scope of work. Test reports shall indicate end to end signal loss does not exceed a maximum dB loss per Section 3.7.K and/or 3.7.L.

C. Operation & Maintenance Manual

1. Upon substantial completion but prior to onsite training with the Owner, Contractor shall provide four (4) final Operation & Maintenance Manuals (O&M Manuals). O&M Manuals shall have tab dividers and shall be logically organized to provide easy access to information without the need to research through entire manual. All documents provided in the O&M Manual shall be written in English and shall provide sufficient detail as to be understood by an individual with no knowledge of video components or the associated control equipment and/or operating systems. Contents of the O&M Manual shall include, but not be limited to:
  - a. Table of Contents
  - b. Description / overview of system(s) including key features and operational procedures.
  - c. Full start up procedure for all control room rack equipment and any additional video components written under the assumption that all equipment was in full powered off mode.
  - d. Full shutdown procedure for all control room rack equipment and any additional video components written under the assumption that the facility is in an extended power failure situation.
  - e. Owner's Manuals for all third party and/or "off the shelf" type equipment provided by Contractor; e.g., KVM's, fiber modems, network switches/routers, and UPS battery backups.
  - f. Small scale plans showing locations and circuit numbers for all system outlets and receptacles.
  - g. Single-line block diagrams showing all major components of the video replay system.
  - h. All third party equipment and/or "off the shelf" equipment warranties and a notarized System Warranty.

1.4 EQUIPMENT GENERAL SPECIFICATIONS

- A. All equipment and materials, except owner furnished, shall be new and the latest version at the time of bid and shall conform to applicable UL, ULC, CSA or ANSI provisions. Re-manufactured or "B" stock equipment will not be accepted **without prior written consent from the Owner**. Evidence of unauthorized re-manufactured or "B" stock equipment on the project site will be deemed evidence of the contractor's failure to perform the work. Contractor shall take care during installation to prevent scratches, dents, chips or disfiguration of equipment and materials supplied. All damaged equipment and/or materials shall be repaired or replaced at Owner's discretion. Contractor shall perform either option selected by Owner at no additional cost to the Owner.
- B. All cabling is to be labeled at each end of the cable with a description in English OR with a reference to a wire designation on a wiring diagram. These diagrams must be part of the Project documentation submitted to the Owner at time of acceptance.
- C. Each device shall meet all of its published manufacturer's specifications. Verify performance as required.



- D. Provide an uninterruptable power supply (UPS) at the bottom of each rack supplied by Contractor. UPS shall have the capability of providing power to all equipment within the rack for a period of 15 minutes in the event of a power failure at the facility.
- E. Install all rack mounted equipment with Middle Atlantic Products HP Series truss head screws, or approved equal.
- F. Some rack-mounted equipment may require shaft locks, security covers, or removal of knobs; provide and install during Acceptance Testing.
- G. Provide engraved self-adhesive lamicoid labels at the front and rear of all rack-mounted signal processing equipment. Mount labels on the equipment chassis and attach in a neat and permanent manner. Embossed label will not be accepted. Label equipment with schematic enumeration reference, and with descriptive information regarding its function or area it is serving. Similarly, provide engraved labels at the rear only of equipment mounted in furniture consoles.
- H. All engraving shall be 1/8" block lettering unless noted otherwise. On dark panels or pushbuttons, letters shall be white. Letters shall be black on stainless steel, brushed natural aluminum plates or light-colored pushbuttons.
- I. Per IEC-268 standard, all XLR connectors not mounted on equipment shall be wired pin 2 hot (high), pin 3 low, and pin 1 screen (shield).
- J. Mounting Hardware exposed to the weather shall be aluminum, brass epoxy painted galvanized steel or stainless steel. Apply corrosion inhibitor to all threaded fittings.
- K. Equipment Racks shall be Middle Atlantic Products model MRK-4436, or approved equal, with accessories as noted below. Quantity of racks shall be as required to house all equipment supplied under this scope of work. Any unused rack mounting spaces shall have blank panels to fully enclose the rack assembly. Multiple racks shall be anchored together using appropriate ganging hardware. Standard solid rear door shall be replaced with Middle Atlantic Products model MW-VRD-44 vented rear door.
  - 1. Provide two (2) side panels per individual stand-alone rack or series of racks ganged together. The intent is to have an enclosed rack system. A single stand-alone rack would have two (2) side panels and a series of three (3) racks ganged together would also have two (2) side panels. Side panels shall be Middle Atlantic Products model SPN-44-36, or approved equal.
  - 2. Provide Middle Atlantic Products model MW-4QFT-FC integrated fan top, or approved equal, for each rack. Fan shall be thermostatically controlled to ensure in-rack temperatures of less than 100 degrees Fahrenheit.
  - 3. Provide two (2) Middle Atlantic Products model LT-GN-PL gooseneck work lights for each rack required for this scope of work.
  - 4. Provide Middle Atlantic Products model PDT-2X1020T, or approved equal, in rack vertical power strip. Power strip shall have enough receptacles to accommodate all equipment housed in the associated rack with a minimum of two spare receptacles per rack.
- L. Any rear mounted rack equipment shall be placed so the equipment does not block access to the back of front mounted equipment.
- M. Contractor shall exercise care when wiring racks to avoid damaging cables and equipment. Contractor shall install grommets around cut-outs and knock-outs where conduit or chase nipples are not installed.
- N. Equipment Racks shall have a ground buss installed in each rack. Ground buss shall be insulated from the rack. Attach equipment rack ground buss at one point using #4 insulated copper wire. Ground any equipment chassis without a three-conductor power cord directly to the buss bar using #12 insulated copper wire.

Tie each and every power receptacle ground contact only to the buss bar using #12 insulated copper wire. Interconnected signal cables shall be routed from junction boxes through metallic flexible conduit(s) (1" to 2" diameter) as appropriate. Flexible conduit shall be insulated from racks by approved insulating bushings.

- O. Power wiring and signal/data wiring shall be installed on opposite sides of rack. Contractor may determine which side is used for power and which side for signal. Method shall be kept the same for entire installation, if multiple racks are required. Contractor shall exercise care when wiring racks to avoid damaging cables and equipment.

## 1.5 QUALITY ASSURANCE

- A. All requirements of the latest published editions of the following standards shall apply, unless otherwise noted. In the event of conflict between cited or referenced standards, the more stringent shall govern.
  - 1. National Electric Code (NEC)
  - 2. National Electrical Manufacturers Association (NEMA)
  - 3. American National Safety Institute (ANSI)
  - 4. Occupational Safety and Health Administration (OSHA)
  - 5. American Iron and Steel Institute (AISI)
  - 6. Underwriters Laboratories (UL)
  - 7. Federal Communications Commission (F.C.C.) Rules and Regulations, Part 76
  - 8. Society of Cable Television Engineers (S.C.T.E.)
  - 9. Society of Motion Picture and Television Engineers (S.M.P.T.E.)
  - 10. American Society of Testing Materials (A.S.T.M.)
  - 11. National Cable Television Association (N.C.T.A)
  - 12. Electronic Industries Association (E.I.A.)
  - 13. Telecommunications Industries Association (T.I.A.)
- B. Review all architectural, civil, structural, mechanical, electrical, and other project documents relative to this work.
- C. Verify all dimensions and site conditions prior to starting work.
- D. Coordinate the specified work with all other trades.
- E. Maintain a competent supervisor and supporting technical personnel acceptable to the Owner during the entire installation. Change of supervisor during the project shall not be permitted without prior written approval from the Owner.
- F. Provide all items not indicated on the drawings or mentioned in the specifications that are necessary, required or appropriate for this work to realize a complete and fully operational system that performs in stable and safe manner.
- G. Review project documentation and continuously make known any conflicts discovered and provide all items necessary to complete this work to the satisfaction of the Owner without additional expense. In all cases where a device, item or equipment is referred to in singular number or without quantity, each such reference shall apply to as many such devices or items as are required to complete the work.

- H. Regularly examine all construction, and the work of others, which may affect Contractor's work to ensure proper conditions exist at site for the equipment and devices before their manufacture, fabrication or installation.
- I. Contractor shall be responsible for the proper fitting of the systems, equipment, materials, and devices provided as part of this work.
- J. Promptly notify the Owner in writing of any difficulties that may prevent proper coordination or timely completion of this work. Failure to do so shall constitute acceptance of construction as suitable in all ways to receive this work, except for defects that may develop in the work of others after its execution.
- K. After installation, submit photographs showing cable entries and terminations within equipment racks, enclosures and pedestals at the job site.

#### 1.6 WARRANTY AND SERVICE

- A. Contractor shall warrant labor and materials for twenty-four (24) months following the date of Final Acceptance.
- B. During the warranty period the system shall be free of defects and deficiencies and conform to the drawings and specifications with respect to the quality, function, and characteristics stated.
- C. Contractor shall repair or replace defects that occur in labor or materials within the warranty period.
- D. On-site labor shall be included during the warranty period for any work beyond simple component replacement. Simple component replacement shall be defined as all equipment that does not require tools to perform the equipment replacement.
- E. Failed parts shall be returned to the Contractor for repair at a service facility located in the United States. Contractor shall identify the location of its service facility in the documentation provided when submitting a bid for this work.
- F. The Contractor shall replace failed parts that cannot be repaired.
- G. Upon receipt of a failed part, Contractor shall return a repaired or replacement part to the Owner within fifteen (15) business days from receipt of failed part.
- H. Contractor shall supply at least one local service employee or local authorized service agent for service and repair of all equipment during the warranty period. Local service employee or local authorized service agent shall be located within 75 miles of Owner's facility.
- I. The local service employee or local authorized service agent shall be the entity responsible for providing the following emergency response availability:
  - 1. Telephone service assistance and technical support from 8am to 11pm local time at Owner's facility, 7-days per week.
  - 2. Answer all service calls and requests for information within one (1) hour during the warranty period.
  - 3. The advance replacement should contain all of the shipping information and packaging necessary to return the defective part or assembly back to Contractor at no cost to the Owner.
- J. Warranty shall cover all equipment, including processors, controllers, operating systems, and software.
- K. Warranty shall include two annual on-site system check-ups by a qualified technician who is a full-time employee of the Contractor. Visit to occur approximately 2-3 weeks prior to the start of the second and third seasons or as determined by Owner.

- L. Check-up shall include all regular maintenance; including filter cleaning, a complete inspection of all systems, parts replacement where required and a complete written report of all findings.

END OF PART 1 GENERAL

PART 2 PRODUCTS

2.1 DIGITAL SIGNAGE EQUIPMENT LIST

REF#	MANUFACTURER	MODEL	DESCRIPTION	QTY.
<b>TV Replacement Bryant-Denny Stadium</b>				
<b>Level 1</b>				
1	LG Electronics	42LN549E	42" TV's	24
2	TV Shield	TVS1100CK1	30-47" Climate Combo Kit w/Tilt Mount	24
3	LG Electronics	55LN549E	55" TV's	42
4	TV Shield	TVS1100CK1	50-60" Climate Combo Kit w/Tilt Mount	42
5	Type 1	42" Single	Single 42" Shroud	10
6	Type 1b	42" Bare Shroud	42" Bare Shroud	0
7	Type 2	55" Single	Single 55" Shroud	5
8	Type 3	55" Wedge	55" Wedge Shroud	0
9	Type 4	Small Concession	(2) 42" (1) 55" Small Concession Shroud	7
10	Type 5	55" Back to Back	55" Back to Back Concourse Shroud	9
11	Type 6	55" Triangle	55" Triangle Concourse Shroud	4
<b>Level 2</b>				
12	LG Electronics	42LN549E	42" TV's	32
13	TV Shield	TVS1100CK1	30-47" Climate Combo Kit w/Tilt Mount	32
14	LG Electronics	55LN549E	55" TV's	46
15	TV Shield	TVS1100CK1	50-60" Climate Combo Kit w/Tilt Mount	46
16	Type 1	42" Single	Single 42" Shroud	16
17	Type 1b	42" Bare Shroud	42" Bare Shroud	0
18	Type 2	55" Single	Single 55" Shroud	0
19	Type 3	55" Wedge	55" Wedge Shroud	6
20	Type 4	Small Concession	(2) 42" (1) 55" Small Concession Shroud	8
21	Type 5	55" Back to Back	55" Back to Back Concourse Shroud	13
22	Type 6	55" Triangle	55" Triangle Concourse Shroud	0
<b>Level 6</b>				
23	LG Electronics	42LN549E	42" TV's	4
24	TV Shield	TVS1100CK1	30-47" Climate Combo Kit w/Tilt Mount	4
25	LG Electronics	55LN549E	55" TV's	4
26	TV Shield	TVS1100CK1	50-60" Climate Combo Kit w/Tilt Mount	4

27	Type 1	42" Single	Single 42" Shroud	4
28	Type 1b	42" Bare Shroud	42" Bare Shroud	0
29	Type 2	55" Single	Single 55" Shroud	0
30	Type 3	55" Wedge	55" Wedge Shroud	2
31	Type 4	Small Concession	(2) 42" (1) 55" Small Concession Shroud	0
32	Type 5	55" Back to Back	55" Back to Back Concourse Shroud	0
33	Type 6	55" Triangle	55" Triangle Concourse Shroud	0
<b>Level 7</b>				
34	LG Electronics	42LN549E	42" TV's	4
35	TV Shield	TVS1100CK1	30-47" Climate Combo Kit w/Tilt Mount	4
36	LG Electronics	55LN549E	55" TV's	4
37	TV Shield	TVS1100CK1	50-60" Climate Combo Kit w/Tilt Mount	4
38	Type 1	42" Single	Single 42" Shroud	4
39	Type 1b	42" Bare Shroud	42" Bare Shroud	0
40	Type 2	55" Single	Single 55" Shroud	0
41	Type 3	55" Wedge	55" Wedge Shroud	2
42	Type 4	Small Concession	(2) 42" (1) 55" Small Concession Shroud	0
43	Type 5	55" Back to Back	55" Back to Back Concourse Shroud	0
44	Type 6	55" Triangle	55" Triangle Concourse Shroud	0
<b>Level 8</b>				
45	LG Electronics	42LN549E	42" TV's	46
46	TV Shield	TVS1100CK1	30-47" Climate Combo Kit w/Tilt Mount	46
47	LG Electronics	55LN549E	55" TV's	36
48	TV Shield	TVS1100CK1	50-60" Climate Combo Kit w/Tilt Mount	36
49	Type 1	42" Single	Single 42" Shroud	8
50	Type 1b	42" Bare Shroud	42" Bare Shroud	22
51	Type 2	55" Single	Single 55" Shroud	4
52	Type 3	55" Wedge	55" Wedge Shroud	12
53	Type 4	Small Concession	(2) 42" (1) 55" Small Concession Shroud	8
54	Type 5	55" Back to Back	55" Back to Back Concourse Shroud	0
55	Type 6	55" Triangle	55" Triangle Concourse Shroud	0

QAM Digital Signage Channels / Network Drops / Integration				
56	Net Display Systems	NDS-PADS4START	PADS4 Scheduler, Designer and Server	2
57	Net Display Systems	NDS-PADS4VWXT	XPERT Viewer / Media Player	10
58	BTX	BTX-MP5011C	Meida Player with RSS Interface	6
59	BTX	BTX-MP6011CCAPT	Media Messenger	4
60	ZeeVee, Inc.	ZVpro820	1 channel unencrypted HDMI video QAM Modulator	5
61	AJA	HI53D	HD-SDI Multiplexer To HDMI 1.4a and SDI Vid/Aud Mini-Converter	4
62	Blonder Tongue	HPC-12	Headend Passive Combiner, 12 Port	1
63	Dell	S4810	S-Series Managed Switches 48-port	18
64	Hoffman	Protek 3R	14RU Environmental Rack	18
65	Cisco	AIR-LAP1042N-E-K9	Wirekess Access Point	43

## END OF PART 2 PRODUCTS

## PART 3 EXECUTION

### 3.1 SCOPE OF WORK

- A. The following outlines the turnkey delivery and installation responsibilities that define the project scope of work. Any and all work outlined in this section is the responsibility of the Contractor unless otherwise noted. Contractor is required to provide all labor, materials, tools, supervision and equipment to perform the following:
1. Provide and install all equipment listed in Part 2 – Products, including any and all equipment not specifically listed that is required to provide a completely functional system.
    - a. The scope of this project is to replace and add 242 displays (110-42" & 132-55" displays) around the stadium including concourse and concession stands, each display location will have an environmental housing that attaches to the signage shrouding (Please refer to drawings for detail). Existing RF cable will be extended for the new display, in the event a new display does not have an RF cable associated with it a new RG-6 will be run to the nearest tap point. A 10 channel signage system will be added to the existing headend and will be integrated into their existing racks in the video replay control room. The signal will be inserted into their existing headend and the existing distribution will be used unless otherwise specified in the drawings.
    - b. Power is the responsibility of the contractor to work with an electrical group to move and add additional circuits if necessary. Please see the footages and locations of power moves per the drawings.
    - c. Cable tray and existing cable paths to be used. Conduit is not required for the fiber, RG-6 or data cable. Use appropriate paths to dress cable in a professional manner.

- d. All existing equipment will need to be removed and loaded onto pallets, inventoried and shrink wrapped with the list provided to owner.
  - e. Part of this scope is the installation of the data network to be used with the POS system. The switches will be located in wall racks located in concession stand specified on the provided drawings (18 Locations).
    - i. (2) Data cables will be run from the associated switch to the concession stand, (1) Cable will terminate into the AP device, and (1) Cable will be coiled with 20' service loop. Conduit is not required for the data runs. There are 43 stands that will need to be wired.
  - f. The 10 Digital Channels will be broken down into 6 menu board and 4 in house channels. The scope is to provide (2) templates for each channel totaling (20) independent templates along with an additional (20) templates for the following year. This will include at least 2 animations per template. The system will also need to integrate to the POS system to bring in pricing information.
  - g. The Digital Channels are broken down as follows:
    - i. Roll Tide Menu Board
    - ii. Big Al's Menu Board
    - iii. Top Dog Menu Board
    - iv. Chick-Fila Menu Board
    - v. Dreamland Menu Board
    - vi. Canvas Menu Board
    - vii. Concourse Signage 1
    - viii. Concourse Signage 2
    - ix. In House Signage 1
    - x. In House Signage 2
2. Provide and install all decorative surrounds and sponsor and university branding as shown on rendering package.
  3. Incorporate legacy equipment into system when applicable.
  4. Provide required video, audio, fiber and data cable: connect all equipment with power, signal and control wiring.
  5. Ensure that levels and impedances are properly matched between components.
  6. Provide integration with the POS system for the digital menu boards.
  7. Provide all required permits and licenses.
  8. Provide on-site installation supervisor per Section 1.5.E.
  9. Coordinate work with other trades and coordinate scheduling with the construction supervisor to minimize delays.
  10. Deliver all Equipment to site and convey to appropriate locations within site as directed by Owner.
  11. Store all Equipment in a safe and secure manner until installed, or as otherwise directed by Owner



### **3.2 GROUNDING AND SHEILDING**

- A. Mount and enclose all electrical and electronic equipment in metal enclosures, pedestals or equipment racks.
- B. Use EMT type conduit for all wiring outside of equipment racks except plenum rated wiring above a lay-in ceiling, and outdoor conduits and raceways, where separate insulated ground wiring shall be supplied.
- C. Use flexible conduits and PVC fittings to provide insulated connections of the building's electrical raceways to equipment racks. Mount all equipment racks at the job site in a manner which provides electrical solution from the building structure and electrical raceways

### **3.3 WIRING PRACTICES**

- A. Where specific instructions are not given, perform all wiring in strict adherence to standard video engineering practices in accordance with the references listed in Section 1.5.
- B. Group all wiring into the following classifications by power level or signal type :
  - 1. Microphone Level
  - 2. Line Level Audio and DC Control Circuits
  - 3. Video Level
  - 4. Copper Data
  - 5. Fiber Data
  - 6. AC Power Circuits
- C. Separate wiring of differing classifications by at least six (6) inches, wherever possible. Wherever lines of differing classification must come closer together than six (6) inches, cross them perpendicular to each other.
- D. Neatly harness wires together within racks by power level classification using horizontal and vertical wiring supports as required. Rigidly support all wires with fixed connection points. Leave service loops of sufficient lengths to allow rack hinges or slides to fully extend to facilitate access to rear panel connectors from the front of each rack. Do not use self-adhesive ty-wrap pads for support of cables unless fastened with screws.
- E. All electrical conductors installed under this contract, except where otherwise specified, shall be soft drawn annealed stranded copper having a conductivity of not less than 98% of pure copper and shall be Anaconda, Triangle, General or approved equal for power, and Alpha Belden, or West Penn for low voltage. Cable shall adhere to the following color code:
  - 1. SDI Video – Blue
  - 2. Composite Video – Black
  - 3. RGB - Magenta
  - 4. Sync – Green
  - 5. Data – White
  - 6. Control – Grey
  - 7. Audio-L – Red
  - 8. Audio R – Black
  - 9. Mic Level - Brown

- F. Recommended Cable Types or equivalent:
1. Video/Sync – 20 AWG solid .032" bare copper conductor, gas-injected foam HDPE insulation, Duofoil® + tinned copper braid shield (95% coverage), PVC jacket equal to Belden 1505a
  2. Data – 23 AWG bonded-pairs solid bare copper conductors, non-plenum, polyolefin insulation, patented e-spline center member, rip cord equal to Belden 7851A
  3. Audio – 22 AWG stranded (7x30) TC conductors, polypropylene insulation, twisted pair, overall Beldfoil shield (100% coverage), 22 AWG stranded TC drain wire, PVC jacket. Equal to Belden 9451
  4. Control – 22 AWG stranded (7x30) tinned copper conductors, polypropylene insulation, twisted pairs, individually Beldfoil® shielded (100% coverage), 24 AWG stranded tinned copper drain wire, PVC jacket equal to Belden 8723
- G. Observe consistent polarity throughout the audio components as follows :
1. Use only balanced differential inputs throughout the audio system:
  2. Use approved transformers where directed to reduce objectionable system noise to acceptable levels.
- H. Exercise care in wiring to avoid damaging the cables and equipment. Use grommets around cut-outs and knock-outs where conduit or chase nipples are not installed.
- I. Cut off unused wire ends approximately one-half inch (1/2 ") past the wire jacket. Fold them back over the jacket, and secure in place with heat-shrink tubing. In multi-conductor cables, preserve all unused conductors for future use. Failure to do so may result in replacement of cables at the Contractor's expense.
- J. Make video connections using approved mechanical connectors. All connectors shall be insulated from mounting plates or panels. Label each connection point with a unique number.
- K. Make audio connections using rosin-core solder or approved mechanical connectors. Connect microphone, control, and line level wiring through approved connectors. Mount all terminal devices on a non-conductive (electrically) rigid surface. Provide 10% spare terminals at each location. Label each terminal with a unique number.
- L. All fiber splicing shall utilize the fusion splice method. The maximum allowable loss per fusion splice shall be .05 dB.
- M. Pull mandrel one size smaller than the conduit, through entire length of all underground conduits.
- N. Cable pulling lubrication shall be utilized when pulling cable in conduits.
- O. A dynamometer shall be used to measure pulling tension during long or difficult runs. The dynamometer is to be placed between the cable puller and the pull line to monitor pulling tension. The manufacturer's pulling tension maximum range shall not be exceeded.
- P. Pulling grips suitable for use with fiber cables shall be applied to the ends of the cable. Consult cable manufacturer to determine appropriate pulling grip and method of attachment. Breakaway or fuse links shall be used at the pulling grip. Insure that the correct fuse pin is installed in the fuse link.
- Q. The bend radius for all cables shall conform to manufacturer's specifications.

### **3.4 LABELING**

- A. Label products in a logical, legible, and permanent manner corresponding to the Drawings. Wording, format, style, color and arrangement of text will be subject to the Contractor's approval. Submit samples and labeling schedule for approval. Labeling will be verified at final system commissioning.
- B. Label all wall plates for input, output, and control receptacles as well as connector mounting plates in all boxes using 1/8" engraved lettering filled with black or contrasting paint, as approved.
- C. Use engraved plastic labels similar to Lamicoid, squarely and permanently attached, to label the following :
  - 1. Patch panel designation strips.
  - 2. Front and back of all rack mounted equipment including controls.
  - 3. Barrier strips, terminals, transformers, switches, relays and similar devices.
- D. Label pushbutton switches with engraved lettering filled with contrasting color paint.
- E. Label all permanently installed wires on both ends with approved permanent clip-on type or sleeve type markers. Wrap-around adhesive labels will not be accepted unless completely covered with clear heat shrink tubing.
- F. Label all portable equipment with engraved block letters using initials and/or words. Label all portable cables similarly with printed heat-shrinkable tags located 12 inches from the male connector end. Verify lettering through the Contractor prior to engraving or printing.
- G. Label access panels and backboards with designations corresponding to the drawings. Where devices are concealed above access ceilings, provide permanent lamicoid labels, on the ceiling « tees », corresponding to the drawings in finishes and sizes approved by the Contractor.

### **3.5 ELECTRICAL AND DATA WIRING**

- A. The electrical design and installation of all branch circuits by the Contractor shall comply with NEC, state and local codes, as well as Owner regulations and guidelines.
- B. The Contractor shall provide separate single-line diagrams for each type of signal.
- C. Electrical design and engineering must be reviewed and approved by the Owner prior to any electrical work by the Contractor.
- D. The Contractor will be responsible for power distribution from the demarcation points noted on the included electrical drawings. Any additional electrical components required for a complete and fully operational system but not shown on the electrical drawings shall be the responsibility of the Contractor.
- E. Any additional raceway (conduit, cable tray, J hooks) required to provide a complete system for both power and signal/data shall be furnished and installed by Contractor. Any additional raceway required shall have routing of raceway approved by Owner prior to installation.
- F. The Contractor shall be responsible for termination and final connection of power to all elements. All secondary electrical panels must be clearly marked with names of the branch circuits controlled by each breaker to aid in troubleshooting or isolating problems. All electrical services, disconnects, and breaker panels are to be labeled with what they control and where they are fed from.

- G. Contractor shall not use wire nuts or electrical tape for any power or signal connection or any part of the work. All connections shall use a proper terminal block and spade terminal or terminal block and direct connection as required. Covers shall be provided over all high power terminal blocks to prevent electrical shock.
- H. The Contractor will be responsible for providing stamped electrical drawings. A licensed/registered engineer in the State or Commonwealth where this project is located shall stamp all electrical drawings.
- I. Any equipment not certified as required in Section 1.4.A. shall require on site certification by a listed testing agency. All cost associated with obtaining on site certification shall be the responsibility of the Contractor. Written proof of certification or equivalent will be required prior to any work being performed on site.
- J. Contractor shall provide six (6) spare strands of fiber in addition to the total amount of fiber that is required to provide video signal and/or data communication all video components installed by Contractor. All fiber shall be terminated and landed in an appropriate fiber patch panel. All new fiber supplied by Contractor shall be tested and shall not exceed maximum allowable dB loss per Section 3.7.K and/or Section 3.7.L.
- K. Multi-mode fiber tested shall not have a signal dB loss greater than 0.1dB per 100 feet (30m) for 850nm fiber or a loss greater than 0.1 dB per 300 feet (100m) for 1300nm fiber.
- L. Single-mode fiber tested shall not have a signal dB loss greater than 0.1dB per 600 feet (200m) for 1310nm fiber or a loss greater than 0.1 dB per 750 feet (250m) for 1550nm fiber.
- M. Contractor to provide all required fiber transmitters and receivers (including amplifiers where required). Contractor will be responsible to terminate and perform final connection of all cables. Cables will be routed from the specified control locations to the video components per Contractor's diagram once diagram has been approved by the Owner.

### **3.6 AESTHETIC CONSIDERATIONS**

- A. At the time of the release of this bid the Owner is still developing certain finishes and aesthetic design elements for consideration. Contractor shall assume premium finishes on all elements not yet defined.
- B. Post contract award, the Contractor must provide a comprehensive outline of intended finish details of all video equipment that is to be located in public viewing areas for Owner approval. Failure to submit these details shall make Contractor responsible for all finishes as required by Owner at no additional cost to Owner.
- C. The Contractor shall not visibly display its trademarks or insignia on any of the Equipment or structural elements within public view.

### **3.7 FINAL ADJUSTMENT AND COMMISSIONING**

- A. Schedule a time for the Owner and Contractor to perform the Final Adjustment and Commissioning. Notify the Owner at least seven (7) days in advance.
- B. Furnish a technician who is familiar with the system to assist the Contractor during the Final Adjustment and Commissioning.
- C. Record final settings on all equipment and submit with contract closeout documents.

### **3.8 TRAINING**

- A. The Contractor, at its own expense, will provide designated Owner employees' operator and maintenance training.
- B. Training will be performed at the site by a qualified technician and shall occur either during installation of the equipment or immediately thereafter. O&M Manuals per Section 1.3.B shall be provided to Owner prior to training.

- C. The training shall cover the operation, routine maintenance and troubleshooting of the video replay system and control equipment.
- D. Training shall consist of at least 24 hours (over the course of 3-5 days) of instruction.
- E. Contractor will be required to have a control systems operator and LED technician on site for the first event and continue to be on site for three (3) consecutive problem free events. "Problem-free" constitutes an event where the video and scoring displays, control system, and any other components installed by the Contractor are without failure during an event. Each successful event will need to be signed off by the Owner until three (3) consecutive events are achieved.
- F. Warranty period will commence at conclusion of the third consecutive successful event.

### **3.9 TESTING AND ACCEPTANCE**

- A. Contractor must demonstrate the full capabilities of the provided systems and prove performance meets contractual specifications.
- B. Confirmation will be required of, but not limited to, the following functions: operation of each system component, including back-up systems, control functionality and integration with existing systems.
- C. Contractor must provide all necessary testing equipment for acceptance.
- D. Upon notice from the Contractor of substantial completion and at a time to be mutually agreed upon, the Contractor will arrange for the testing of all operations of the systems comprised in scope of work at the time of substantial completion.
- E. The following items must be completed and signed off by an appropriate Owner's official before the Owner will deem the system "Accepted":
  - 1. Three Completed events with no equipment or system failures.
  - 2. The Owner will not be responsible for any added costs as a result of an unsuccessful acceptance test.
  - 3. Acceptance of the system includes, but not limited to, the completed installation of all physical components as well as proper system functionality. Tests of the system shall not occur until after the system has been installed, and all work completed.
- F. Document all acceptance testing, calibration and correction procedures described herein. Include the following information:
  - 1. Performance date of the given procedure.
  - 2. Condition of performance of procedure.
  - 3. Type of procedure, and description.
  - 4. Parameters measured and their values, including values measured prior to calibration or correction, as applicable.
  - 5. The names of personnel conducting the procedure.
  - 6. The equipment used to conduct the procedure.
- G. Upon completion of initial tests and adjustments, submit written report of tests to the Owner along with all documents, diagrams, and recorded drawings required herein.
- H. Final Procedures
  - 1. Perform any and all "punch-list" work to correct inadequate performance or unacceptable conditions, as determined by the Owner, at no additional expense to the Owner.

2. Furnish all portable equipment to the Owner along with complete inventory documentation. All portable equipment shall be presented in the original manufacturers packing, complete with all included instructions, miscellaneous manuals, and additional documents.
3. Provide new acceptance testing in the same format as initial test reports.
4. Check, inspect, and if necessary, adjust all systems, equipment, devices and components specified, at the Owner's convenience, approximately thirty (30) days after the Owners acceptance.
5. Upon completion of the Work, the Owner may elect to verify test data as part of acceptance procedure. Provide personnel and equipment, at the convenience of the Owner, to reasonably demonstrate system performance and to assist with such tests without additional cost to the Owner.

**END OF PART 3 EXECUTION**

**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**