

Entity Name: The University of Alabama
Event Number: 10469
Event ID: UA24-126
Event Name: Band Instruments
Requested By: Meagan Stockton
Created By: Meagan Stockton
Due By Date: 03/20/2024 02:00 PM Central Time
Effective Start Date:
Effective End Date:
Q&A Cutoff Date:
Invitation Type: Invitation Only
Assigned Commodities: none
Allow Supplier Terms and Conditions: No
Public Responses: No
Display Awardee: Display
Posting Board Status: Published
Event Status: Awarded

Section #: Name:

1 Section 1 - Solicitation Contact Information

1.1 Solicitation Contact Information

All communication with the University regarding this Solicitation shall only be directed to the following University Purchasing Officer:

Meagan Stockton

mlstockton@ua.edu

205-348-5385

Please reference the Event ID and Event Name on any communications.

1.2 Accessing Solicitation Within ESM Sourcing System

This Solicitation is being administered through the University's electronic system, ESM Sourcing. All Bidders should view and respond to this Solicitation through the ESM Solutions system. See comprehensive Submission of Bids instructions in the Solicitation Instructions and Terms section below.

If you have already registered with ESM Sourcing and have been invited to this Solicitation no further action is needed.

If you have not registered with ESM Solutions or are not familiar with the process in general, please refer to the following information: <http://purchasing.ua.edu/open-bid-and-award-status/>

Once your registration is completed, you may request to be invited to this Solicitation by emailing the Purchasing Officer above. Please be sure to include the Event ID, Event Name and your Supplier Name as registered with ESM with your request.

2 Section 2 - General Specifications

2.1 GENERAL SPECIFICATIONS

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 should read all specifications carefully and respond accordingly. Failure to do so may eliminate your bid from consideration due to non-compliance.

A. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Article 5 of Section 41-4 of the Code of Alabama, 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 132, where applicable, the University reserves the right to enter into negotiations with the lowest responsible Bidder.

B. The University's [General Terms and Conditions](#) apply to this Solicitation and shall become a part of any contract issued hereunder.

C. For purposes of this Solicitation, the terms and conditions shall consist of the following components:

- a) Invitation for Bid and any Addenda;
- b) [General Terms and Conditions](#)

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.

D. Any deviations from the terms and conditions of this Solicitation should be specifically defined. If accepted by the University, the deviations shall become part of the contract, but such deviations should not conflict with the basic nature of this solicitation.

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. Bidder exceptions should be attached to your response using the Vendor Attachments section of the solicitation.

E. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles.

F. Any contract resulting from this request may 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 may generate its own purchase orders, payments, etc. and delivery should 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.

G. All bid responses, technical information and any other attachments furnished to The University of Alabama in response to this request shall be submitted electronically through the ESM Sourcing System unless otherwise stated.

H. 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#) or appropriate authorization.

I. Any questions concerning these specifications should be directed to the Buyer listed on the signature page.

J. Solicitations are issued in complete accordance with the State of Alabama Bid Law, Article 5 of Section 41-4 of the Code of Alabama, and University policies and procedures. No department, school or office at the University has the authority to solicit or receive official Solicitations nor authorize Solicitation or Contract changes pertaining to Article 5 of Section 41-4 of the Code of Alabama other than the Procurement Department.

K. 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, and the University's [General Terms and Conditions](#), shall constitute the entire and exclusive Contract between the University and the successful Bidder.

L. State of Alabama Immigration Law Compliance

Compliance Notice.

By submitting a response to this Solicitation, 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 Solicitation. By signing a contract as a result of this Solicitation, 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.

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). Per the scenarios described below, the document applicable to your company should be submitted prior to issuance of a University contract or purchase order.

- Scenario 1: If your company is not located in Alabama and your company does not have employees or subcontractors that work in the State of Alabama – Complete the form found [here](#) (only)
- Scenario 2: If your company is located in Alabama or your company has employees working in Alabama – Provide one-page E-verify Employment Eligibility Verification (only)

If your company has previously enrolled in E-Verify, the one-page verification can be accessed by:

- Log onto 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 your company is not currently enrolled in E-Verify, follow these instructions to enroll and access verification form:

- Log onto www.uscis.gov/everify.
- Click "Enroll in E-Verify" and follow the directions to 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](#).

2.2 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. To qualify, Bidders should meet the following requirements:

A. 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.

B. 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 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 may eliminate your bid from consideration in the bid award.

2.3 REFERENCES

References should 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 should include company name, address, project/delivery date, contact name, phone number, and

email address.

2.4 PRODUCT SPECIFICATIONS

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

2.5 PRICE QUOTATION

A. IMPORTANT: It is required that you complete any price request within the electronic solicitation. 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.

B. All prices shall be quoted furnish and install (if applicable) FOB The University of Alabama, Tuscaloosa, AL 35487 prepay and allowed. Unit prices quoted should include all shipping and handling charges. Any freight claims will be the responsibility of the Bidder. The successful Bidder should transport at the time of set-up, the equipment and supplies necessary for this installation to campus. No direct shipments will be accepted.

C. 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.

D. 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.

E. 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.

F. The quoted price should include but not be limited to all cables, wires, connectors, etc. to make a complete functioning unit unless specifically stated in the special conditions.

G. 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 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.

2.6 DELIVERY, INSTALLATION AND TRAINING REQUIREMENTS

A. Proposed delivery dates shall be stated in number of calendar days after receipt of order.

B. All items should be delivered directly to the University by the successful Bidder and placed according to the instructions supplied by the University.

2.7 INSURANCE

A. See [General Terms and Conditions](#) for general Insurance Requirements, Additional Insurance requirements may be listed in the Special Conditions Section.

B. 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.

C. The certificate should 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.

D. 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.

E. The umbrella policy should be listed on the insurance certificate with an explanation of the coverage.

2.8 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.

3 Section 3 - Special Conditions

1. The University of Alabama is requesting sealed bids for the purchase of band equipment as per attached Technical Specifications/Quotation Sheet.
2. Delivery is needed **by August 1, 2024** and may be a criterion of bid award. Specify your earliest possible delivery after receipt of order and artwork. WHEN THE CONTRACTOR CANNOT MEET DELIVERY REQUIREMENTS ON ANY ORDER, THE UNIVERSITY OF ALABAMA RESERVES THE RIGHT TO CONTACT THE NEXT LOWEST RESPONSIBLE BIDDER FOR AVAILABILITY.

3. All instruments must be silver plated.

4. General Specifications

No. 2.2 does not apply to this solicitation.

No. 2.3 is amended and the University reserves the right to require references prior to the bid award. If requested, references shall be provided within seventy-two (72) hours.

5. General Terms & Conditions

If contractor plans to deliver instruments by means other than shipping freight (UPS, FedEx, etc.), please note No. 6 Insurance shall apply.

6. Bid Award

It is the intent of the University to award this contract to a single contractor that is deemed to be the most qualified, cost effective, responsible bidder submitting the best overall proposal. To be considered in the bid evaluation, bidders shall complete all the price quotation sheets included in this RFQ.

The University reserves the right to negotiate pricing with the successful contractor, when quantities needed exceed those listed on the quotation sheets.

4 Section 4 - Quote Sheet

Please see file Event UA24-126 - Line Item List.xlsx

5 Section 5 - Additional Questions

1. UNANTICIPATED ITEMS

This section allows for the purchase of unanticipated items not listed above to be purchased under this contract. Please quote your firm percentage mark-up above your cost **OR** your percentage discount off catalog price that will apply for the duration of this contract. Please note when a University department contacts you for a quote for items that fall under this section, your quote must show your cost and the percentage mark-up or your list price and the percentage discount you quoted below and then the extended price the University will be expected to pay. Setup charges, shipping and handling quoted FOB The University of Alabama, Tuscaloosa, AL 35487 must be included in the percentage mark-up or discount off quoted.

- ☐ Cost Plus Percentage Mark-Up, list percentage below
- ☐ Percentage Discount Off Catalog Price, list percentage below

Please provide additional information

2. Warranty on Equipment quoted:

3. Does warranty include parts & labor?

- ☐ Yes
- ☐ No

4. Delivery is needed in by August 1, 2024 .

Can you meet this delivery requirement? If no, specify earliest delivery date.

6 Section 6 - Supplier Attachments

1. This section is for any attachments that the Supplier would like to submit with their response.

For Example:

- Everify Page or Signed Certification of Compliance (Section 2.1 L)
- Current Certificate of Insurance (Section 2.7)
- Any additional files or notes that you wish to attach to your bid response.

7 Section 7 - Solicitation Instructions and Terms

All University of Alabama Solicitations are made upon and subject to the following conditions, if applicable, unless otherwise noted in the Solicitation:

1.0 Preparation of Bids

1.1 All Solicitations are subject to the provisions and requirements of all applicable laws, including, but not limited to, Article 5 of Title 41 of the Code of Alabama, and the rules, regulations and policies of The University of Alabama including The University of Alabama's General Terms and Conditions. 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 Executive Director for Procurement Services.

1.2 Solicitations are administered through the University's electronic system, ESM Source. Bidders should respond through the system. Supplier (Bidder) Registration through ESM is required, however, and is free of charge. Please reference ESM's Supplier User Guides for system utilization instructions which include, but are not limited to:

- Registering as a New Supplier
- Supplier Login
- Supplier Profile
- Supplier Response Process

1.3 Bidders are expected to examine the complete Solicitation and all attachments including drawings, specifications and instructions. Failure to do so is at Bidder's risk.

1.4 Costs for developing the proposals and any subsequent activities prior to Contract award are solely the responsibility of the Bidders. The University of Alabama will provide no reimbursement for such costs.

1.5 Bidders shall furnish information required by the Solicitation. Bidders should base their Response on the scope of work and specifications in the Solicitation and should not base Response on actual or perceived past practices not specifically identified in the Solicitation. The University is not liable for any errors, omissions or misinterpretations in Bidder's Response. The University reserves the right to reject Responses with incomplete information or which are presented on a different form. All Responses become the property of the University and will be subject to public disclosure under Code of Alabama 1975 36-12-40 and 36-12-41.

1.6 A legally authorized company representative must submit Bidder's Response. Submitting a Response certifies that the Bidder has read and fully understands all specifications and instructions and agrees to all terms and conditions stipulated in the Solicitation.

1.7 No Contingent Fees

No person or selling agency shall be employed, retained, or given anything of monetary value to solicit or secure this Contract, except bona fide employees of the Respondent or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the Contract without liability, or, at its discretion, deduct from the Contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

1.8 Prices shall be entered in spaces provided on the form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors, the University will evaluate and make determination in the University's best interest.

1.9 Should any potential Bidder doubt the true meaning of any part of the Solicitation, a written request for an interpretation may be submitted to the University. Unless specified otherwise in the Solicitation, requests for such interpretation shall be made in writing no later than 4 days/96 hours prior to Solicitation due date. Requests should be made using the Q&A function within the Solicitation (See Supplier Response Process User Guide – Q&A Section for instruction). The University's response to requests for interpretation shall be made as promptly as is practicable. The University may choose to respond to such requests through the Q&A function within the Solicitation or by formal Addendum, both of which shall be made part of the Solicitation. Failure by the University to send or any potential Bidder to receive such interpretation(s) shall not relieve any Bidder from any obligations under the Solicitation or the Bidder's Response. Any interpretations, corrections or changes to the Solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.

1.10 From the issue date of this Solicitation until a Contract is awarded, Bidders or potential Bidders are not allowed to communicate about the subject Solicitation with any University administrator, faculty, staff, or members of the Board of Trustees of the University of Alabama except:

- As per Section 1: Solicitation Contact Information
- Any Purchasing Officer representing the University administration, or others authorized in writing by the Purchasing Office
- University Representatives during Bidder presentations or demonstrations, if applicable

Failure to comply with this requirement may be grounds for the Bidder's disqualification.

2.0 Submission of Bids

2.1 Responses, and modifications thereof, should be returned via electronic submission through ESM Source before the due date and time set forth in the Solicitation. The official time is as follows:

- Electronic submissions – Time shown within the ESM Source system within Solicitation
- Non-Electronic submissions – Time on the recording clock in the Procurement Services Building

Responses received after the designated time and date in the Solicitation will not be considered.

2.2 Responses may be modified or withdrawn if done so prior to the exact time and date for receipt of the Solicitation. Withdrawn Responses may be resubmitted, with or without modifications, up to the Solicitation due date and time. No Responses may be withdrawn after the due date and time without the express authorization of The University of Alabama Purchasing Department. For electronic submissions, modifications or withdrawals shall be made through ESM Source. See Supplier Response Process User Guide – Retracting a Response section for instructions.

2.3 For Responses other than electronic submissions through ESM Source, Bidders shall show the Solicitation due date and time, the Solicitation number, and the name and address of the Bidder on the face of the bid envelope.

2.4 The successful Bidder shall provide written certification of its compliance with the State of Alabama Immigration Law as a prerequisite to the issuance of a Purchase Order or Contract. See State of Alabama Immigration Law Compliance section of Solicitation for additional detail. To expedite the order placement process, the applicable confirming document may be submitted with the Response using the Supplier Attachment section of the Solicitation.

3.0 Specification Requirements

3.1 Unless otherwise specified in the Solicitation, all items are to be new, unused, and not remanufactured in any way.

3.2 Whenever a trade name, brand name, model or catalog numbers are followed by the words “or equal” or “approved equal” in the Solicitation, it is for the purpose of item identification and to establish standards of quality, style, and features. Responses on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the Response. The University will be the sole judge of equality and suitability. If Bidder does not identify exceptions to the specifications shown in the Solicitation, Bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the Solicitation. Any proposed “equal” item specifications should be attached to your response using the Supplier Attachments section.

3.3 Unless stated otherwise in the Solicitation, alternates will be considered. Alternates may be made in addition to responding to the Solicitation or as the only response to the Solicitation. However, the University is under no obligation to consider or accept an alternate and it reserves the right to reject any and all such Responses. The ESM Source system will only allow one Response per Bidder. If Bidders chooses to submit a second alternative Response, the Response in its entirety should be attached to your primary Response using the Supplier Attachments section.

3.4 The University reserves the right to request samples of any or all items in order to determine compliance with the specifications. The Bidder must provide the samples at no charge to the University. Samples are non-returnable and failure to comply may be cause for rejection of the Response. Samples must be received in the Purchasing Office, unless requested otherwise, within seventy-two (72) hours of the request.

3.5 A field demonstration of the equipment/products/installation and training that are being bid may be required for evaluation purposes. Such demonstration will be at the Bidder's expense and shall be given at The University of Alabama, Tuscaloosa, AL or at a site where the equipment/products/installation is functioning in a similar manner and environment to that in which it would be used at The University of Alabama. The demonstration must take place within forty-eight (48) hours of request unless other arrangements are agreed to by the University. Failure to comply with this request may be grounds for elimination of the Response from consideration in the award.

3.6 The University reserves the right to request any or all Bidders to give an oral presentation of their product(s) and/or service(s) which would include a detailed analysis of how each of the requirements described in the bid Response will be addressed, for the purpose of clarification or to amplify the materials presented in any part of the Response. Bidders may be selected for presentations and may be provided a script and/or instructions for the presentations in order to provide the evaluation team further insight regarding their Response and to clarify any issues. Failure to comply with this request may be grounds for elimination of the Response from consideration in the award. If applicable, the presentations, as solely determined by the University, will be scheduled by the University Purchasing Department prior to the award of the Contract. However, Bidders are cautioned that the Purchasing Department is not required to request such presentations; therefore, all bid Responses should be complete and meet all submittal requirements indicated in the Solicitation. The University of Alabama reserves the right to award the Contract based on Responses without discussion.

3.7 Except as otherwise specified in the Solicitation, all prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.

3.8 Unless otherwise stipulated in the Solicitation, all quantities are estimates and do not represent a minimum guarantee. The University reserves the right to purchase more or less than the estimated quantities. The University is obligated only for those quantities ordered.

3.9 Specify any quantity breaks for orders that will result in savings to the University.

3.10 Proposed delivery dates shall be stated in number of calendar days after receipt of order.

3.11 All offers shall be F.O.B. destination, freight prepaid and allowed unless otherwise specified within the Solicitation.

3.12 The University of Alabama reserves the right to require a performance bond from the successful Bidder at its discretion. Unless specifically to the contrary in the Solicitation, the cost of the bond shall be paid for entirely by the successful Bidder.

3.13 The apparent silence of this specification and any supplemental specifications as to any details, or the omission of a detailed description concerning any point shall be regarded as meaning that the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made on the basis of this statement.

3.14 The Bidder agrees to abide with all applicable federal, state, county and city laws and regulations and to be responsible for obtaining any and/or possessing any and all permits and licenses that may be required.

3.15 The Bidder must be factory authorized to sell and install (if required by the Solicitation) the equipment being quoted. All maintenance service must be provided by the Contractor with factory trained service personnel trained on the equipment bid. A letter from the manufacturer verifying the Bidder's status as a factory authorized dealer or reseller with factory trained installation/ service personnel must be provided within forty-eight (48) hours when requested by the University Purchasing Department.

- 3.16 For Solicitations specified as “furnish and install” the Contractor will have the complete responsibility for the items or system until it is in place and working. All transportation and cooperation arrangements will be responsibility of the Contractor. The delivery of equipment will be coordinated so that items will be delivered directly to the installation site. This will minimize the risk of damage and avoid double handling by University personnel.
- 3.17 Installation, service, training and repair will be performed by the Contractor’s employees and may NOT be subcontracted with other individuals or companies unless agreed upon in writing by the University. The installation, service, training and repair personnel shall be under the direct supervision of a full time supervisor employed by the Contractor.
- 3.18 Installation, service, training and repair personnel must have an overall clean/neat appearance, uniform shirt including company name and name tag must be worn at all times. T-shirts are acceptable if company name and employee picture is displayed and name tag is affixed.
- 3.19 The Contractor shall NOT assume possession or control of any part of the installed equipment/products or any site where this work is provided.
- 3.20 It is the sole responsibility of the Contractor to ensure that all affiliates, subsidiaries or subcontractors and their agents and employees provide the product, installation and services as outlined in the specifications of this Solicitation and will conform to all requirements set forth.
- 3.21 The relationship of the Contractor to the University shall be that of the independent contractor. All equipment used by the Contractor in the performance of the requirements hereunder shall at all times be under the exclusive control of the Contractor, and all expenses incurred by the Contractor in the operations of the delivery and installation shall be paid by the Contractor without reimbursement. Nothing in the Contract will be construed as authority for the Contractor to make commitments, which will bind the University to or otherwise act on behalf of the University, except as the University may expressly authorize in writing.
- 3.22 Unless otherwise stated in the Solicitation, any provisions for trade-in of existing equipment is not included.
- 3.23 In order to conserve costs and energy, The University of Alabama follows the Energy Star guidelines established by the U.S. Environmental Protection Agency and the U.S. Department of Energy. A list of equipment categories can be found on the Energy Star website. Should the Solicitation include equipment found in the categories listed on the Energy Star website, and your company is awarded a Contract to furnish the equipment, the equipment delivered to the University must be Energy Star labeled.

4.0 Bid Openings, Evaluation and Award

- 4.1 Responses will become accessible to Purchasing within the ESM Source system after the event due date and time. Invitation for Bid Solicitation openings will be accessible by virtual method unless specified otherwise within the Solicitation. Access to the virtual bid openings will be by request only. Please contact the Purchasing buyer contact shown in the Solicitation to request access to the virtual bid opening no later than 9:00 a.m. CST of the Solicitation due date. Request for Proposal Solicitation openings will not be accessible.
- 4.2 For Invitation for Bid Solicitations, Responses will be evaluated and the award made to the lowest responsive, responsible Bidder who offers the best value to the University and meets the terms, conditions, and specifications of the Solicitation. For Request for Proposals Solicitations, Responses will be evaluated based on the criteria set forth in the Solicitation.
- 4.3 The University reserves the right to accept or reject any and all Responses or part of a Response and waive informalities, technical defects and minor irregularities in the Responses received.
- 4.4 Any award made based on Responses to a Solicitation is contingent upon available funding and shall not imply any approvals that may be required by State Law or University policies.
- 4.5 Unless stated otherwise in the Solicitation, the University reserves the right to award the Contract to the lowest aggregate Bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider Responses submitted on an “all or nothing” basis if the Response is clearly designated as such.
- 4.6 When required, the proper and timely submission of any performance and payment bonds is a material condition for award/performance of this order. The Contractor is not authorized to proceed with work and/or deliveries unless all required bonds have been obtained, are acceptable to and received by the University.
- 4.7 For Invitation for Bid Solicitations, the status of the event in ESM Source may be changed to “Awarded” prior to Contract award. Such status is for informational purposes and shall only signify the University’s intent to award to the apparent lowest responsive and responsible Bidder as determined at that point in the evaluation. The University reserves the right to change its intent to award to a Bidder at any point prior to Contract award. This section applies to Invitation for Bid Solicitations only.
- 4.8 The issuance of a University Purchase Order or Contract signed by an authorized University signatory is required to formally award a Solicitation and constitute a Contract between the successful Bidder and the University. Bidder(s) reserve the right to protest. Protests of any Solicitation must be made prior to due date and time. Protests of any intended award must be made within ten (10) calendar days after the University’s intent to award to a Bidder is indicated as described above.
- 4.9 Bid results are only available after an award is made and will not be available to Bidders during the bid evaluation process. Bid results must be requested via Open Records Request per the instructions found at: <https://strategiccommunications.ua.edu/services/open-records>

5.0 Delivery and Installation

- 5.1 All items shall be properly aligned, adjusted, cleaned, fully assembled, installed and completely functioning in proper working order. No payments will be made until the entire installation and training is complete and every part of the system is functioning correctly.
- 5.2 The Contractor will be responsible for repair or replacing any damage incurred to the interior or exterior of University property when such damage is inflicted by the Contractor or their employees. Unless otherwise directed by The University of Alabama, installation will be performed during the University’s normal workdays: Monday through Friday, 8:00 a.m. – 4:45 p.m. cst.
- 5.3 Risk of loss shall remain with the Contractor until all items have been installed and accepted by The University of Alabama.
- 5.4 No alternate products will be accepted once an order has been placed. Orders will be placed for specific products with the manufacturer brand, product number and item description indicated at time of order placement. At no time is a substitute product to be shipped to The

University of Alabama.

5.5 Delivery does not constitute acceptance. All products delivered to the University as a result of an award of this Contract are subject to inspection and testing. Items that do not meet specifications will be rejected and returned to the Contractor at Contractor's expense. Failure to reject upon receipt, however, does not relieve the Contractor of this liability. If tests subsequent to delivery reveal a failure to meet specifications, the Contractor shall be deemed to have breached his Contract.

5.6 If the University is unable to allow the installation to begin at the time indicated by the Contractor, the Contractor agrees to store all items for a period of up to sixty (60) days after the specified installation date at no additional charge to the University unless otherwise specified in the Contract.

5.7 The Contractor will be required to pay the University for cleaning flooring where installation is conducted, if the Contractor soils or scuffs flooring during installation.

5.8 The Contractor shall be responsible for the proper disposal of any packing and debris resulting from his work and removing it from The University of Alabama campus.

6.0 Payment and Taxes

6.1 The Contractor shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the Contract or purchase order. The University's standard payment terms are net 30 days after acceptance.

6.2 The University reserves the right to accept or reject prompt payment discounts offered by the Contractor.

6.3 The University utilizes a Purchasing Card (P-Card) program as a method of payment. The University assumes that all Contractors will accept the University's P-Card as a method of payment. No additional charges may be added for acceptance of the P-Card. Refusal or inability to accept P-Card payments may be grounds for termination of Contract at the University's sole discretion.

6.4 The University of Alabama is a public institution as described in Alabama Department of Revenue Sales and Use Tax Rules, 810-6-3-.47.04, and is specifically exempted under the law from state sales and use taxes on all tangible personal property purchased for its sole use and benefit and under its control. The University is also entitled to exemption from the Federal Excise Tax. All Bidders shall take this into consideration when submitting their Response. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the Contractor for the performance of this Contract for the University are not exempt. All adjustments and allowances for the current sales and/or use tax shall be included in the price submitted in the Response.

7.0 Performance and Fulfillment

7.1 Contractor will be responsible for promoting products and/or services to the University campus. All promotional materials must be reviewed by the University Purchasing Department and approved prior to distribution (paper or electronic). All costs will be at the Contractor's expense.

7.2 The Contractor may be required to furnish a monthly, quarterly, or annual summary of purchases made under the provisions of the Contract. The format and frequency of the report will be determined by the University.

7.3 The Contractor must agree to replace, free of charge, all defective items delivered under Contract. All transportation charges covering return and replacement of items is to be borne by the successful Bidder.

7.4 The Contractor must provide service manuals with full documentation and schematics when applicable and appropriate.

7.5 The Contractor's employees are not allowed to bring to the University departments or job site their spouses, children, pets, or any person that is not employed by the company.

7.6 Parking - Contractor's staff members will be required to purchase appropriate University parking permits in order to access parking where such permits are required. Permits are available through Parking Services located in the Campus Drive Parking Deck, 451 Campus Drive East, Monday – Friday, 8:00 a.m. until 5:00 p.m.

7.1 Section 7.1 - Solicitation Definitions

1. Addendum - Written or graphic instructions issued by The University of Alabama prior to the receipt of Responses that modify or interpret the Solicitation documents by addition, deletions, clarification, or corrections.
2. Bidder (also referred to as "Supplier" or "Respondent") – A person, firm, or entity who submits a Response to a Solicitation. And, who has the capability in all respects to perform fully the Contract requirements and the integrity and reliability that will assure good faith performance. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
3. Contract (also referred to as "Notice of Award of Price Contract") – The entire written agreement between the parties and executed by a person authorized to execute contracts on behalf of a party, including, but not limited to, the Invitation for Bid or Request for Proposal and its specifications, terms, and conditions, Solicitation instructions, Solicitation addenda, Bidder's offer, the Contract document, and Contract amendments if any, including, without limitations, the University's General Terms and Conditions and the purchase order or agreement document excluding correspondence of any type unless specifically accepted by both parties in writing. In the event Contractor enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees or other end users not authorized to execute contracts on behalf of the University, such agreements shall be null, void, and without effect as a part of the Contract, and the terms of this Contract shall apply. Contract is non-exclusive and shall not prohibit the University from entering into similar contracts, unless explicitly stated in the Contract.
4. Contractor – A person, company, corporation, organization or other legal entity with whom the University has executed a Contract.
5. Days – All days referenced are based on calendar days, unless otherwise specified.
6. ESM Sourcing – The University's electronic Solicitation system for which bids are issued by the University and Responses are submitted.
7. Premises (also referred to as "Facilities") - Any premises owned, operated, licensed, leased, or under partial or complete control of University. Premises shall also include any other areas in which Contractor will perform the work, pursuant to this Contract.
8. Purchasing – The University of Alabama, Purchasing Department, 1500 Flint River Drive, Tuscaloosa, AL, 35404
9. Purchasing Officer (also referred to as "Buyer") - The individual assigned to the Solicitation and designated to contract for goods and/or services

for The University of Alabama.

10. Response (also referred to as "Offer" or "Proposal") - A complete offer in response to a Solicitation, which if accepted, would bind the Bidder to perform in accordance with the resultant Contract.
11. "Shall", "Must" or "Will" - Indicate a mandatory requirement(s) that must be addressed. Failure to address these mandatory requirements may result in rejection of your Response as non-responsive. However, the University reserves the right to request additional information, but is not required to do so.
12. "Should" - Indicates something that is recommended, but not mandatory. If the Bidder fails to provide recommended information, the University may, at its sole option, ask the Bidder to provide information or evaluate the Response without the information.
13. Solicitation – Including but not limited to Invitation for Bid, Request for Proposal, or such other request as defined by The University of Alabama.
14. The University of Alabama (also referred to as "University") - The Board of Trustees of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama.

Terms and Conditions

ESM Sourcing Terms

None

General Terms and Conditions

For purposes of this Solicitation, the "terms and conditions" shall consist of the following components:

- a) The Solicitation and any Addenda
- b) [University General Terms and Conditions](#)

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. 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.

Event Specific Terms and Conditions

None