



THE UNIVERSITY OF  
ALABAMA AT BIRMINGHAM

**UNIVERSITY PURCHASING OFFICE**

PHYSICAL LOCATION:  
801 5<sup>TH</sup> AVE SOUTH, SUITE 250B3  
BIRMINGHAM, AL 35294  
(205) 934-4515

MAILING ADDRESS:  
801 5<sup>TH</sup> AVE SOUTH, SUITE  
BIRMINGHAM, AL 35294

**REQUEST FOR BID**

**UNARMED GUARD SERVICES FOR STUDENT HOUSING**

**Proposal #: 532**  
**Response Due Date: January 24, 2019**  
**Response Due Time: 10AM**  
**Attention: Melissa Loats**

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**SECTION I**

**Purpose:**

UAB is requesting bids for Unarmed Guard Services for Student Housing. Any contract resulting from this request may be made available to other eligible entities. This may include but is not limited to; The University System, comprised of The University of Alabama, Tuscaloosa, AL; The University of Alabama at Birmingham, Birmingham, AL, and The University of Alabama in Huntsville, Huntsville, AL; The UAB Health System, comprised of the University of Alabama Hospital, Kirklin Clinic, Callahan Eye Foundation, UAB Medical West, UAB Highlands, Baptist Health of Montgomery, VIVA; hereinafter referred to as the System. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.

## **SECTION II**

### **Specific Requirements:**

#### **2.1 Scope of Work**

The University of Alabama at Birmingham is seeking a (3) three year agreement with two (2) optional (1) year renewals. Key goals for this engagement include:

- Unarmed Guard normal shift hours of 12:00AM to 8:00AM Monday –Friday in ALL six (6) building for housing,
- List of Buildings:
  - Blazer Hall : midnight-8AM
  - Blount Hall midnight-8AM
  - Camp Hall midnight-8AM
  - Denman Hall midnight-8AM
  - New Freshman Residence Hall midnight-8AM and 8AM-4PM
  - Rast Hall midnight-8AMDuring Summer months, some buildings will be closed and no coverage will be needed
- Special Coverage Requests
- Disaster Coverage if requested
- Officers are required to dress in business casual non uniforms

#### **2.2 Specific Criteria for proposed employees**

- Qualified employee must meet the following expectations
  - Guards must possess a friendly, even temperament and can effectively/appropriately interact with our students/parents/guests/UAB officials
  - Guards are not permitted to socialize with or date building occupants, even substitute workers
  - Guards must be trained on how efficiently run the desks they are assigned prior to shift start time. We will provide desk procedures and expectations for reporting issues and concerns to building staff members.
- If there are issues with a guard, we will request that they be replaced. For example, sleeping while at the desk is an immediate red flag and a reason for removal.
- Qualified employee will be required to complete child protection training for the summer, we have children's groups in at least one building at this time.
- Qualified employee must not leave desks unattended, a system must be in place to give breaks assigned staff. UAB staff will not be providing any coverage during these shifts . Bidder is required to provide a plan for this if awarded.
- University Housing staff will set a designated time for training during normal business hours 8AM-4PM M-F, not training will be allowed at beginning of the shift

#### **2.3 Pricing Information**

Vendors providing a response should provide pricing on the following with a rate per hour:

**Straight Time** pay and bill rates are those rates that are paid and billed when the Officer works standard 40 work week.

**Time and a Half** pay comes into effect when an Officer works over 40 hours per week. The only times UAB would be billed and any of the rates listed would be in the following cases:

**Overtime** – UAB requests that a certain Officer work a certain schedule that pushes that Officer over 40 hours in a week. UAB would be billed for those Overtime hours

**Special Coverage** – UAB requests hours outside of the normally contracted hours. UAB will be billed Special Coverage for the first 24 hours each week. UAB would then be billed the Overtime Rate for any overtime actually incurred in fulfilling the additional request.

**Disaster Coverage:** In the event of a natural disaster and / or manmade disaster, whereby we, the Client need additional officers to be at a certain location to protect our assets in the time of need, provide a per hour per Security Officer rate ,also, a daily charge per Security Officer, which will cover food and hotel for that one Security Officer.

<b>Pricing Schedule</b>	<b>Rate per Hour</b>	<b>Additional Fees (if applicable)</b>
<b>Straight Time</b>		
<b>Time and a Half</b>		
<b>Overtime</b>		
<b>Special Coverage</b>		
	<b>Daily Charge</b>	<b>Other</b>
<b>Disaster Coverage</b>		

The Bid Bond and Performance Bond will be **waived** for the request.

**2.4 Timeline**

RFP Issued – 12/19/2018  
 Deadline for Questions –1/18/2019  
 RFP DUE - 1/24/2019  
 RFP Anticipated Award – January/February 2019

**2.5 General**

**Shortlist**

The University reserves the right to shortlist the Bidders on all of the stated criteria. However, The University may determine that shortlisting is not necessary.

### **Interviews**

The University reserves the right to conduct interviews with all or some of the Bidders at any point during the evaluation process. However, The University may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

### **Additional Investigations:**

The University reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

### **Exceptions To Contract Terms And Specifications**

The Bidder shall clearly identify any proposed deviations from the Contract Terms or Specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance.

If no exceptions are noted in the Bidder's proposal, The University will assume complete conformance with The University's Contract Terms and Specifications which are included as "Agreement for Services". Bidders who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the Director of Procurement or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his/her designee, the contract provisions contained in The University's Request for Proposal shall prevail.

## **2.5 Deadline & Delivery**

The University will receive proposals through until 10:00AM CST, Tuesday, January 8, 2019. **Firms submitting proposals will be responsible for delivery of the documents to the University.** Any proposal received after the time and date specified, prepared or submitted, will not be eligible for consideration. Bidders are cautioned to write all descriptions and monetary amounts clearly so there is no doubt as to the intent and scope of the proposal. Erasures and other changes in the proposal must bear the signature or initials of the bidder. ALL PROPOSALS MUST BE SIGNED.

Failure to provide this information may result in rejection of the proposal.

The University reserves the right to reject any proposal not prepared and submitted according to the provisions herein outlined, and may reject any or all proposals. Any proposal may be withdrawn prior to the proposal due date.

### **Questions Regarding this Proposal**

#### **Formal Questions.**

All questions are considered formal and may only be submitted via email to [mloats@uab.edu](mailto:mloats@uab.edu). All questions and responses will be posted to the bid website <http://financialaffairs.uab.edu/bidbulletinboard.asp>. All questions should be directed to the contact address identified above via email no later than –January 18, 2019 at 4PM CST

#### **Note:**

- Email question to the University official listed above only. Do not include any other recipient on the question.
- Email the question from a company email system – i.e., use only an email account provided by your firm. Do not email questions from a personal email account.
- Clearly identify yourself, your company, and the RFP number, in the body of the email. Do not include any proposal information in the body of the e-mail.

### SECTION III

#### **General Requirements:**

##### **3.1 General Information:**

Vendors are invited to submit bids regarding this RFB as further defined herein by UAB. Each vendor, by responding to this request, represents that they have read and understand all documents in this RFB. All submissions and final products must be compliant with WCAG 2.0 standards and vendors are required to provide a Voluntary Product Accessibility Template (VPAT) before the bid is awarded.

##### **3.2 Definitions:**

This section contains definitions that are used throughout this document, including appropriate abbreviations.

Contract	An agreement for the procurement of the products or services specified in this request.
Contractor	The terms "contractor," "company," "vendor," and "supplier" mean the successful vendor awarded the contract to provide the services described in this RFB.
Desirable	The terms "may," "can," "should," "preferably," and "prefers" identify a desirable or discretionary item or factor.
Mandatory	The terms "must," "shall," "will," "is required," and "are required" identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the vendor's response.
Request or RFP	All documents, including those attached or incorporated by reference, used for soliciting proposals.

##### **3.3 Intent:**

The intent of this RFB is to select a single vendor. UAB reserves the right to make a dual award if deemed advantageous and in the University's best interest.

##### **3.4 Questions:**

Questions pertaining to this Request should be submitted in writing to Melissa Loats, at mloats@uab.edu later than 4:00 pm CST, January 24, 2019.

##### **3.5 Address:**

Responses are to be addressed in the following manner:

###### UPS/FedEx Address

Attn: Melissa Loats  
801 5<sup>th</sup> Avenue South, Suite 250B3  
Birmingham, AL 35294

###### Mailing Address

Attn: Melissa Loats  
801 5<sup>th</sup> Avenue South, Suite 250B3  
Birmingham, AL 35294

It is the responsibility of the vendor to ensure that their bid response is received in University Purchasing Office by the opening date/time regardless of the mailing method.

##### **3.6 Opening of Proposals:**

The bid opening will be held **January 24, 2019 at 10:00AM, 801 5<sup>th</sup> Ave South, Birmingham, AL 35294**. Vendors may attend the opening of bids, but no information or opinions concerning the ultimate contract award will be given at the opening or during the evaluation process. After the public opening of the bids, the results will not be available to vendors until after an award is made. Proposal results and tabulations will not be made available by telephone or mail. Award information may be reviewed in the University Purchasing Office by appointment during normal working hours.

Vendor's submission must include the following:

- 1) one (1) original
- 2) two (2) copy (complete)
- 3) one electronic copy on a USB thumb drive marked with company name and bid #

Each copy of the response should be placed in a single volume where practical. All documents submitted with the response should be in that single volume. One copy must be marked as "original" with the company authorized signature.

**3.7 Drug-free Compliance:**

By virtue of the signature on the response to this RFP, the company certifies that all its employees while working on System properties will not purchase, transport, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**3.8 Response Format:**

Vendors are required to submit responses in hardcopy and electronic formats. Electronic responses are to be in Microsoft Word format in a font ***other*** than Times New Roman. Vendors are to insert their responses immediately following each specification on the electronic copy.

Hardcopy responses should include a separate section, listing each vendor response by corresponding UAB specification number.

Vendor responses for each specification are to be completely contained within each section in the order they appear in this request. (Section 1, 1.2, Response). Do not refer responses to a secondary location of the question's information (i.e. user's manual p.141).

All questions should be answered as concisely as possible. Ambiguous statements such as, "all reasonable effort to provide..." etc., will be considered as non-responsive. Failure to address any of the requirements could subject the response to rejection.

Vendor's proposal must include a response to each section and paragraph of this request (beginning with Section I). Where a particular requirement, approach, or service has been stated, the vendor must reply if it will or will not comply. Failure to provide a response to an item will be treated as the vendor's non-compliance with that item. Where a statement of non-conformity is provided, the vendor must indicate its reasons for doing so, describe its proposed alternative, and explain the impact and/or benefit to the System from its proposed alternative. If a preference has been stated, the vendor may propose an alternative, provided the vendor demonstrates that the alternative has no negative impact or is more beneficial. All responses should be succinct and concise.

**3.9 Term:**

The term of this agreement will be for three (3) years, with two optional (2) additional one (1) year options.

**3.10 Pricing:**

Pricing for this contract must be firm for the initial twelve (12) month period. However, upon mutual agreement between the successful vendor and the System, this contract may be renewed for four (4) additional twelve-month periods with a negotiable price adjustment in years two (2) through five (5) not to exceed the change in the Consumers Price Index Urban (CPI-U) for the preceding year or 1.5%, whichever is lower. Once agreed to by all parties, such new pricing shall remain fixed for the next year of the contract. If adjustments cannot be negotiated to agreement by both parties prior to the expiration of the contract, the contract will terminate on the expiration date.

Vendor may also request a price adjustment because of changes in its costs due to the effect of volatile market conditions, beyond its control, on the prices of commodities, raw materials, or other expense lines which are essential to its operation. Vendor shall list each of these factors to be considered (see below) and specify the percentage (%) of Total Expenses that particular factor accounts for, as shown in the company's latest audited financial statement. Vendor response must include supporting documentation for any such items listed.

In any such request the vendor shall justify and provide adequate proof of changes in its costs due to the item(s) listed. After examination of proof submitted, the System may allow, negotiate further, or totally disallow the requested adjustment. Such adjustments will be allowed no more than once per quarter and will be effective only for the following quarter. At the end of that quarter, pricing will revert to the pre-adjustment level unless vendor provides documentation to support the need for the increase to continue for the next quarter. Vendor is required to adjust the University's pricing immediately and accordingly should market conditions during the quarter return to their previous status.

### **3.11 Value Propositions**

Vendors are encouraged to include additional "Value Propositions" which might be in the University's best interest. Examples of these "Value Propositions" include but are not limited to: Signing Bonus, Conversion Bonus, Volume Rebates, Large Order Rebates, Extended Contract Incentives, Discount Terms, and others.

## **SECTION IV**

### **General Conditions:**

#### **4.1 RFB Process:**

The University of Alabama at Birmingham reserves the right to reject any or all responses and to waive informalities.

The University reserves the right to award this contract by category, all or none, or to make multiple awards if deemed advantageous and in the University's best interest.

All information shall be entered in ink or typewritten. Mistakes may be crossed out, corrected and initialed in ink by a company representative. An authorized individual must sign the response labeled "original" in ink; failure to do so will result in rejection of response.

Vendors are to return responses in a SEALED package. Responses must be received in the University Purchasing Office prior to the date shown above. Late responses will not be considered. The request number, opening date, opening time and vendor's name must appear on the outside package regardless whether it is regular mail or express mail.

The University cannot accept faxed responses.

No response may be withdrawn without approval from the University Purchasing Office. Any request for withdrawal must be in writing to the representative within ten (10) days after opening date with justification for reason of withdrawal. More than two (2) such requests could result in removal from our approved vendor list. No response may be withdrawn after awards have been made. The vendor will be required to provide the item or service quoted at the price quoted. If a withdrawal is made after the award the vendor will be considered in default.

All responses become a matter of public record at award. The University accepts no responsibility for maintaining confidentiality of any information submitted with response whether labeled confidential or not.

Any exception taken to any portion of this request must be so stated on the response sheets or the University will assume compliance with all requirements as stated. The successful vendor will be responsible and accountable for providing those items as specified in its response.

Requests received by the date shown will be analyzed by the University Purchasing Office. It is expected to take approximately three (3) weeks to tabulate the responses and produce an analysis. Responses shall remain firm for sixty (60) days from date of opening.

It is expected that this request will be complete and unambiguous. However, vendors seeking clarification to this request should deliver any inquiries in writing to the University Purchasing Office at the above address.

Written replies of general significance will be forwarded to all vendors invited under this request. Prospective vendors acknowledge that no other source is authorized to provide information concerning this request.

Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods.

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

Lead times may be shown on each line item, as they may be a consideration in an award. Responses not showing lead-time may be rejected. Failure to deliver according to quoted lead times may result in cancellation of contract. If contract is not cancelled, quantities not shipped according to quoted lead times will be purchased from other sources at prevailing market prices. We expect to be reimbursed the difference or a credit will be taken. Lead times shall be stated as the number of calendar days following receipt of the order by the vendor to the receipt of goods by the University.

Delivery does not constitute acceptance. All items delivered to the University as a result of any award of this contract are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt, however, does not relieve the vendor of liability. If tests subsequent to delivery reveal a failure to meet specifications, the vendor shall be deemed to have breached his contract.

Any changes to specifications during the contract period without written approval of the University Purchasing Office will be considered a breach of contract.

It is the vendor's sole responsibility to include in its response sufficient product literature, specifications, and other information necessary to completely describe the products and/or services being offered.

Brand names, if used, are shown to establish a level of quality.

#### **4.2 Legal:**

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and vendor's activities undertaken pursuant to this agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. The final agreement shall be governed and construed in accordance with the University of Alabama at Birmingham Terms and Conditions and the laws of the State of Alabama.

Vendor represents and warrants that all articles and services covered by the request meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this offer. When applicable, all articles and services must also meet or exceed other federal requirements including but not limited to the Americans with Disabilities Act of 1992 and the Food and Drug Administration. The performance of this contract by vendor will not violate the provisions of the Civil Rights Act of 1964, The Rehabilitation Act of 1973, and the Vietnam ERA Veterans Readjustment Assistance Act of 1974.

To the extent not exempt, this contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individual with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The parties understand that this agreement will be subject to section 952 of the Omnibus Reconciliation Act of 1980 and its corresponding regulations at 42 C.F.R. part 420 if the contract includes furnishing of services at a cost or value of \$10,000 or more over a twelve-month period.

Regardless of any contrary provision(s) hereof, this Contract unilaterally may be amended in writing by UAB as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. UAB promptly shall provide to Contractor a copy of an amendment made by UAB pursuant to this therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this section.

Vendor represents and warrants that vendor and any of its directors, officers, employees, or agents providing services under this Agreement: (a) are not "sanctioned persons" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration's List of Parties Excluded individuals or entities; (d) have not been listed on the General Services Administration's List of Parties Excluded from Federal Programs; and (e) have not been convicted of a criminal offense related to health care. Vendor shall immediately notify University in the event that vendor is no longer able to make such representations, and University may upon five (5) business days' written notice terminate this Agreement.

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

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a bid in response to this Request for Proposal, 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 at Birmingham may declare the contract void if the certification is false.

**4.3 Indemnification:**

The Contractor shall indemnify, protect, defend and save harmless the Owner, the State, its agents and employees from and against any and all claims, demands, judgements or causes of action, including costs and attorney's fees by any party or parties whatever for loss, damage, injury, fines or penalties of any kind or character either to persons or property directly or indirectly arising out of the all operations performed under the contract except such loss, damage or injury as is caused by the sole negligence of the Owner. This indemnity agreement shall impose liability on the Contractor to the fullest extent permitted by the laws of the state of Alabama, and any provision hereof not permitted by such laws is expressly deleted from said agreement.

The purchase of insurance by the Contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section – Indemnification.

**4.4 Insurance:**

Vendor shall, at their own expense, maintain insurance of such types and in such amounts as are necessary to cover their responsibilities and liabilities on a project of the character contemplated under this contract and shall require any Subcontractors to carry similar insurance. The Board of Trustees of the University of Alabama, University of Alabama at Birmingham and its trustees, officers, employees and agents shall be named as additional insureds on the general and auto liability policies. The Board of Trustees of the University of Alabama, the University of Alabama at Birmingham, its trustees, officers, employees and agents shall also be named as additional insureds on the umbrella/excess policy if required to meet the minimum limits set forth below and on environmental impairment liability policies if required.

A Certificate(s) of insurance will be provided to the University before work can commence. The Certificate will evidence all coverage required and specify the terms required as noted below. The Certificate will note the additional insured as required above and will provide for at least 30 days written notice of cancellation or non-renewal to the University. Policies will apply as primary as to the additional insured without any contribution from insurance or any self-funded program maintained by the Owner.

Policies may include a deductible, but the Vendor will be responsible for payment of that deductible on their own behalf and on behalf of the University as an additional insured.

Type of Insurance	Minimum Limits of Liability Required
Workers' Compensation	Statutory – Alabama
Employers Liability	\$2,000,000 (each employee, each accident and policy limit)
<b>Commercial General Liability</b>	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	2,000,000

Type of Insurance	Minimum Limits of Liability Required
Products/Completed Operations General Aggregate (Per Location)	2,000,000 2,000,000
<b>Including Additional Insured endorsement</b>	
<b>Automobile Liability including Garage-keepers legal liability if appropriate</b> (all owned, hired and non-owned vehicles)	\$2,000,000 each accident – combined single limit

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a “follow form” basis or forms no more restrictive than the primary policies. Insurance carrier shall be rated A- or better by A.M. Best. Defense costs should be payable in addition to the policy limits with the exception of Professional Liability and Environmental Impairment Liability if indicated.

For contracts that involve any design work or other professional services that could expose the Vendor or the University to a monetary loss arising out of the rendering or failure to render those services, add the following:

<b>Professional Liability</b> (of the nature adequate to cover the Vendor’s liability arising out of any design or other professional services to be provided under this contract)	\$2,000,000 each occurrence and annual aggregate
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For contracts that involve an environmental exposure add:

<b>Pollution Legal Liability</b> (Optional – to be required if any specific environmental services are to be provided under the Contract)	\$2,000,000 Third Party Liability – per claim \$2,000,000 Third Party Clean Up – per claim
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IF ANY COVERAGE IS PROVIDED ON A CLAIMS MADE FORM, THE COVERAGE MUST BE MAINTAINED FOR A MINIMUM OF THREE YEARS BEYOND THE EXPIRATION OF THIS AGREEMENT.

Unless otherwise specified in the contract, the Vendor shall be responsible for their own equipment or other property used in the completion of this project and shall, at their own expense, pay for and maintain property insurance covering such property for loss by fire or other perils including vandalism.

Unless waived by the University in writing, the Vendor shall obtain, pay for and maintain a performance and payment bond for 100% of the original contract amount naming the University as obligee. The Vendor will bear responsibility for advising the Bonding Company of all changes in the amount of the contract. If the laws of Federal, state or Local Governments or other authorities that have lawful jurisdiction over this project contain provisions beyond these requirements, such laws shall govern and Bonds shall be furnished in accordance with those provisions.

Vendor shall not commence work under this Contract until the insurance and bonds required under this Article have been obtained and the University has approved such insurance. The Vendor shall not allow any Subcontractor to commence work on his Subcontract until appropriate insurance and bonds have been obtained by the Subcontractor. Each and every Vendor and sub-contractor shall maintain all insurance and bonds required under this Article during the life of this Contract and shall maintain general liability insurance for not less than two years after completion of this Contract and final. Bonds will remain in effect for the term of the warranty or warranties required in the Contract and specifications.

**Verification of Coverage**

The Owner shall have the right to inspect and approve Vendor’s insurance including review of the entire policy and all attachments upon request.

**4.5 Ethics:**

If 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 a public official or public employee (including the University) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the University reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-1, within ten (10) days of award.

University employees are not allowed to accept personal gifts or gratuities. By accepting this agreement, payee certifies that no University employee or official, no family member of a University employee or official will receive a benefit from this agreement, except as has been previously disclosed, in writing, to the University.

Vendors are required to complete the "Full Disclosure Statement" (attached). Failure to provide the information when requested will result in a non-award of the referenced products and/or services.

Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to respond at a fixed price or to refrain from responding, or otherwise shall render the responses of such vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request.

#### **4.6 Market Competitive:**

Unless otherwise expressly agreed in any exhibit to this contract, the award prices shall not be increased and any discount shall not be eliminated or reduced during the term. In addition to any changes made to assure market competitiveness, vendor may lower the award prices or increase any discount applicable to the purchase of the products at any time.

Vendor agrees that the prices, quality, value and technology of all services provided under this contract shall remain market competitive at all times during the term. Vendor agrees to provide prompt written notice to the University of any offer for the sale of products or services by vendor during the term of this agreement where the terms are more favorable to the offeree than the terms of this contract. Vendor shall lower the award prices or increase any discount applicable to the purchase of services as necessary to assure market competitiveness. If at any time during the term the University receives information from any source suggesting that vendor's prices, quality, value or technology are not market competitive, the University may provide notice of such information to vendor, and vendor shall, within ten (10) business days, advise the University in writing of and fully implement all adjustments necessary to assure market competitiveness.

The University is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include, but are not limited to, manufacturer's price reductions and special promotional offerings.

Any warranty terms, other than warranties established by the laws of the State of Alabama, must be explicitly set forth on the request form.

#### **4.7 Pay Terms:**

Standard payment terms are Net 30 days from date of invoice unless otherwise stated. Payment terms less than Net 30 days may not be considered for award. C.O.D. orders are not acceptable. Unless otherwise stated, prompt payment discounts or accompanying letters stating additional discounts offered may not be considered in award. Awards will be made based on the price shown on each line item. Any discounts offered should be shown in the net price of each line item.

Unless otherwise stated by the University, prices are to be quoted F.O.B. Destination, Freight Prepaid. Successful vendor must assume all responsibility for damage in transit. Any response not in accordance with this requirement may be rejected.

Do not include Federal Excise or State Sales Tax in your proposal. The University is exempt from both of these taxes. If a Tax Exemption Certificate is required, one will be furnished to the successful vendor.

It is understood and agreed that No fuel surcharge will be applied unless so noted in the vendor's response. If the vendor quotes a fuel surcharge, it will be included in the final bid analysis.

Invoice reconciliation must occur within (12)-twelve months of invoice date. Vendor must provide the Accounts Payable department with an itemized, monthly statement requesting resolution within this (12)-twelve month period. Invoices presented for payment beyond this (12)-twelve month period may not be honored. Vendor statements reaching \$50,000 or more in the (90)-ninety day pay status must be brought to the immediate attention of the Accounts Payable Director for resolution. Vendor shall not impose payment penalties of any kind, including, but not limited to, late fees, service charges, interest, or placing UAB on credit hold.

The University, in its sole discretion, may use the following forms of payment: Check, Wire Transfer or Purchasing Card. No additional fees shall be added for acceptance of any of these payment methods.

**4.8 Agreements:**

All license agreements or, contracts, which must be signed prior to delivery of proposed service, must be included with the proposal for review by the University. Documents not submitted with the response may not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST, vendor's response, and any resulting contract award will prevail.

**4.9 Damage:**

The successful vendor will be responsible for any damage to University property when such damage is inflicted by their employees, or agents of the vendor, or any sub-contractor of the vendor.

**4.10 Vendor Visitation:**

Vendor shall consult with the University Purchasing Office to identify the University's policies relating to access to facilities and personnel. Vendor and vendor representatives shall comply with such policies.

**4.11 Small Disadvantaged Business:**

The University is committed to its efforts to ensure the opportunity for participation of small, disadvantaged businesses in the procurement of goods and services. The University is required to report purchases under governmental contracts. Vendors may be required to provide detailed reports of all minorities, women-owned and other small, disadvantaged business participation in the award of this contract.

**4.12 Contract Cancellation:**

The University Purchasing Office has the right to cancel any contract, in accordance with University Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal laws; and (6) any other breach of contract.

The University reserves the right, for its convenience and without cause or penalty, to terminate this agreement effective on the last day of any agreement year following the initial agreement term, at the end of each fiscal year, or on (60) sixty days' notice.

**4.13 Certification and Signature:**

I have read all of the general terms and conditions of this request. I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or service and is in all respects fair and without collusion or fraud. I am authorized to make this offer and sign this request for the vendor.

Date	_____	Company	_____
Name	_____ (Please Type)	Authorized Signature	_____ (Sign In Ink)
Title	_____ (Please Type)	Address	_____
Telephone	_____	City, ST, ZIP	_____

**4.14 Proposal Response Sheets**

This section must be completed and returned with your proposal.

Provide complete Company Name and address to which to send a Purchase Order (if awarded):

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Fax number for order	
Website address	

Proposal Prices are valid for \_\_\_\_\_ days (a minimum of 60 days is preferred).

FOB pt	<i>Destination</i>	
Payment Terms		
Representative name		
Rep Phone number	Fax number	
Email address		

Signature \_\_\_\_\_ Date \_\_\_\_\_

**4.15 References**

Provide a minimum of 3 and a maximum of 6 references. They should ideally be similar to The University of Alabama at Birmingham, state-funded institutions of higher learning, who have contracted with the bidder for the same services and/or products. If such references are not available, list references which match as closely as possible.

Company Name			
Address			
Contact Name			
Phone		Email address	

Company Name			
Address			
Contact Name			
Phone		Email address	

Company Name			
Address			
Contact Name			
Phone		Email address	

Company Name			
Address			
Contact Name			
Phone		Email address	

Company Name			
Address			
Contact Name			
Phone		Email address	

Company Name			
Address			
Contact Name			
Phone		Email address	

## Appendix A

### ALABAMA IMMIGRATION AFFIRMATION OF COMPLIANCE

Applicable only to business entities or employers employing one or more employees within the state of Alabama.

To the extent applicable, 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. Notwithstanding the above, the Board of Trustees of the University of Alabama whether acting as the University of Alabama at Birmingham, the University of Alabama Hospital, the University of Alabama School of Medicine, the University of Alabama School of Dentistry or the University of Alabama School of Optometry cannot waive its immunity conferred by Ala. Const. Art. I § 14. Nothing herein shall be construed as a waiver of that immunity.



THE UNIVERSITY of ALABAMA SYSTEM

VENDOR DISCLOSURE STATEMENT

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

Definitions

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

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

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

Entity Name: [ ]
Individual Name: [ ]
Title: [ ]
Address Line 1: [ ]
Address Line 2: [ ]
City, State, Zip: [ ] Telephone: [ ]

[ ]

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

3. Describe the proposed Agreement:

Goods and services to be provided: [ ]
Grant or proposal number (if applicable): [ ]
Amount or anticipated amount: [ ]
Term: [ ]

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

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

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

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

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

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

Yes  No

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

Yes  No

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

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

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

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

**Agreement?**

Yes  No If yes, please provide the following information for each consultant or lobbyist.

Name:

Address:

Name:

Address:

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

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

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

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Signature