



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

DATE
 3/30/2016

BID NUMBER
B002424

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT THE UNIVERSITY OF ALABAMA IN HUNTSVILLE, PROCUREMENT SERVICES, BUSINESS SERVICES BLDG., HUNTSVILLE, ALABAMA 35899. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

RESPONSE DUE BY:
 04/26/2016
 2:00 PM

WHEN USING FEDEX, UPS, OR ANY EXPRESS PACKAGING/SHIPPING, THE BID NUMBER MUST BE CLEARLY PRINTED ON THE AIR BILL.

REQUEST FOR FORMAL BID

CONTACT
 JUDY CURTIS

EMAIL
 CURTISJ@UAH.EDU

VENDOR NO.

V
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D
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R

ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

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

OR EQUAL, REFER TO GENERAL CONDITIONS ON ATTACHED SHEET

NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
01			<p>THE UNIVERSITY OF ALABAMA IN HUNTSVILLE REQUESTS BIDS FOR EXTERIOR WATERPROOFING AND SEALING FOR MATERIAL SCIENCE BUILDING, M. DOUGLAS AUDITORIUM AND OPTICS BUILDING AS PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID MEETING TUESDAY APRIL 12, 2016 AT 11:00 AM IN THE PHYSICAL PLANT BUILDING, CONFERENCE ROOM – 108.</p>		
02			<p>AWARD: NO AWARD INFORMATION WILL BE MADE AVAILABLE BY TELEPHONE, FAX, MAIL, OR EMAIL. ONCE THE BID IS AWARDED, THE AWARD INFORMATION AND TABULATION WILL BE POSTED TO OUR WEBSITE: WWW.UAH.EDU/BUSINESS-SERVICES CLICK ON "VENDORS", THEN "BID AWARDS".</p>		

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

TOTAL →

SIGNATURE _____
 COMPANY REPRESENTATIVE

DATE _____
 An Affirmative Action/Equal Opportunity Institution

**QUALIFICATIONS ARE REQUIRED FOR VENDORS TO BID ON THIS PROJECT
VERIFICATION MUST BE SUBMITTED WITH BID**

THE FOLLOWING MUST BE SUBMITTED WITH BID;

- 1) QUALIFICATIONS TO PERFORM A PROJECT OF THIS SIZE. QUALIFICATIONS WILL BE DETERMINED FROM YOUR THREE (3) REFERENCES SUBMITTED.
- 2) GENERAL CONTRACTORS LICENSE.
- 3) PERFORMANCE BOND OF 100% OF THE ENTIRE PRICE OF BID.
- 4) LIST OF MAJOR PROJECTS COMPLETED WITHIN THE LAST FIVE YEARS.

THERE WILL BE A MANDATORY PRE-BID MEETING ON TUESDAY APRIL 12, 2016 AT 11:00 AM IN THE PHYSICAL PLANT BUILDING CONFERENCE, ROOM - 108.

THERE WILL BE A WALK THROUGH OF PROJECT SITE AND PICTURES MAY BE OBTAINED IN THE PRE-BID MEETING.

QUESTIONS WILL BE ANSWERED DURING THIS MEETING. IF AN ADDENDUM IS APPARENT FROM ANY QUESTIONS, IT WILL BE IDENTIFIED AND SENT TO ALL VENDOR THAT WERE PRESENT FOR THE MEETING.

ALL QUESTIONS MUST BE SUBMITTED IN WRITING BY EMAIL TO JUDY CURTIS.

curtisj@uah.edu

**Exterior Waterproofing & Sealing for the Optics Building, Material Sciences Building and
McDonnell Douglas Auditorium Building
Huntsville, AL**

Scope of Work (Base Bid):

1. Cut out all sealants at window, door, louver and other penetration perimeters. Grind substrates to completely clean conditions. Install new backer rod or bond breaker as applicable. Install new MS Joint Sealant.
2. Cut out all sealants at concrete expansion joints. Grind substrate to clean concrete. Install new backer rod. Install new Polyether Joint Sealant.
3. Cut back or remove gasket material at all window frame to glass joints to allow for proper installation of new sealant. Install Silicon Sealant.
4. Clean all window frame to frame joints. Install Silicon sealant in a "band aid" fashion over metal to metal joints
5. Grind out concrete crack as shown in pictures. Grind to 3/8" x 3/8" minimum. Install bond breaker at back of joint. Install Polyether Joint Sealant
6. Clean all exterior vertical concrete surfaces. Use appropriate PROSOCO or Dietrich cleaners. This method shall be approved via a mock up prior to commencement of work. Pressure washing only IS NOT ACCEPTABLE. Cutting marks "wand marks" in the building surfaces will NOT BE ACCEPTABLE.
7. Protection of the Glass and Window frames will be provided by the contractor as required.
8. After substrate is dried, Install one (1) coat of sealer at 75-200 sf per gal with a wide brush or spray until surface appears shiny and wet. Apply second coat within 10 minutes of application of the first coat at 75-200 sf per gal.
9. Entryways may not be blocked off without prior approval of the facilities management team. Pedestrian protection will be required in some areas to keep the building occupied and exits functioning. This shall all be coordinated with facilities prior to start of work.
10. Water and power will be provided by UAH at no charge to the contractor.
11. Provide submittals to UAH Facilities within 7 days of award of contract.
12. Time of the contract: The Material Science Building and M Douglas Auditorium shall be completed in 90 days. If the option of the Optics Building is to be repaired the time is 90 days also. This too shall be coordinated with the facilities team prior to starting.
13. Traffic control will be required around work areas to protect pedestrian and vehicular traffic. This shall be solely the contractor's responsibility.
14. The contractor will provide portable bathroom facilities. Placement will be coordinated with facilities prior to placement.
15. The contractor will provide dumpster facilities as required for trash and debris.
16. UAH will provide an area for laydown. This to be coordinated with facilities prior to the start of work. It is solely the contractor's responsibility to secure said laydown area as he deems necessary.
17. The Grass, sidewalks, sprinkler systems, fixtures and other landscaping shall be protected from damages and debris. When using aerial lifts provide plywood to walk the life on site to prevent any damage to the grasses.
18. Before blocking any parking spaces, you must request to do so and coordinate with the facilities team.
19. A full time superintendent will be required on site during any work activities. He/she can be a working superintendent and will need to be available 7 days a week via cell phone in case of emergencies.

THIS IS A FUNCTIONING UNIVERSITY AND AS SUCH SAFETY OF FACILITY, STUDENTS, STAFF, VISITORS AND CONTRACTORS IS OF THE UTMOST IMPORTANCE. The University reserves the right to stop work if they deem necessary for any action they deem as unsafe. Any such action or corrective action will be solely at the contractors cost.

**Exterior Waterproofing and Sealing of the Optics Building, Material Sciences Building and
McDonnell Douglas Auditorium**

SECTION 07 92 00
JOINT SEALANTS

PART 1 – GENERAL

1.1 SUMMARY

- A. This document describes the sealing of vertical joints/cracks using a one-component elastomeric joint sealant.
- B. Related Sections:
 - 1. Section 033000 – Cast in Place Concrete
 - 2. Section 088100 – Glass Glazing

1.2 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
 - 1. Locate test joints indicated on Project or, if not indicated, as directed by Building Owner.
 - 2. Perform field tests for each application indicated below:
 - a. Each type of sealant and joint substrate indicated.
 - 3. Notify Building Owner and Owner's Representative a minimum of (7) days in advance of dates and times when test joints will be performed.
 - 4. Each test patch will need a minimum of 5 full days to cure.
 - 5. Arrange for tests to take place with joint-sealant manufacturer's representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193.
 - 6. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - 7. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
 - 8. Evaluation of Preconstruction Field-Adhesion-Test Results:
 - 9. Do not use sealants that fail to adhere to joint substrates during testing.

1.3 SYSTEM DESCRIPTION

- A. Design Requirements:
 - 1. Design number of joints and joint widths for maximum of plus or minus 25 percent movement.
 - 2. Design depth of sealant to be ½ width of joint.
 - a. Maximum Depth: ½ inch.
 - b. Minimum Depth: ¼ inch.
 - c. Maximum Recommended Width: 1 inch.
- B. Performance Requirements: ASTM C 920, Type S, Grade NS, Class 50, Use T2, NT, M, A, G and O, Federal Specification TT-C-0230C, ASTM C 1382 for use with EIFS

1.4 DELIVERY, STORAGE AND HANDLING

- A. All materials must be delivered in original packaging.
- B. Materials must be kept off the ground and protected from inclement weather conditions including but not limited to rain, snow, ice, frost, and high temperatures.

1.5 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated you must provide samples for verification.

- B. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretations of test results written recommendations for substrate preparation as needed to obtain proper adhesion.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of the material for this project.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- C. Source Limitations: Obtain each kind of joint sealant from single manufacturer.
- D. Product Testing: Field Test to ensure adhesion.
- E. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this section.
- F. Pre-installation Conference: Conduct conference at project site.

1.7 PROJECT CONDITIONS

- A. THIS IS A FUNCTIONING UNIVERSITY AND AS SUCH SAFETY OF FACILITY, STUDENTS, STAFF, VISITORS AND CONTRACTORS IS OF THE UP MOST IMPORTANCE. The University reserves the right to stop work if they deem necessary for any action they deem as unsafe. Any such action or corrective action will be solely at the contractors cost.
- B. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
 - 2. When joint substrates surfaces are damp or wet.
 - 3. Where joint widths are or greater less than those allowed by joint-sealant manufacturer recommendations.
 - 4. Where contaminants capable of interfering with adhesion have not yet been properly removed from joint substrates.
 - 5. Where excessive joint movement will occur exceeding the sealants classification.
- C. Entryways may not be blocked off without prior approval of the facilities management team. Pedestrian protection will be required in some areas to keep the building occupied and exits functioning. This shall all be coordinated with facilities prior to start of work.
- D. Water and power will be provided by UAH at no charge to the contractor.
- E. Provide submittals to UAH Facilities within 7 days of award of contract.
- F. Time of the contract: Project shall be completed in 90 days for MSB and the Auditorium building and another 90 days for the Optics Building if chosen. This too shall be coordinated with the facilities team prior to starting.
- G. Traffic control will be required around work areas to protect pedestrian and vehicular traffic. This shall be solely the contractor's responsibility.
- H. The contractor will provide portable bathroom facilities. Placement will be coordinated with facilities prior to placement.
- I. The contractor will provide dumpster facilities as required for trash and debris.
- J. UAH will provide an area for laydown. This to be coordinated with facilities prior to the start of work. It is solely the contractor's responsibility to secure said laydown area as he deems necessary.

- K. The grass, sidewalks, sprinkler systems, fixtures and other landscaping shall be protected from damages and debris. When using aerial lifts provide plywood to walk the life on site to prevent any damage to the grasses.
- L. Before blocking any parking spaces, you must request to do so and coordinate with the facilities team.
- M. A full time superintendent will be required on site during any work activities. This person can be a working superintendent and will need to be available 7 days a week via cell phone in case of emergencies.

1.8 MANUFACTURER'S INSPECTIONS

- A. When the project is in progress, a full time employee of the manufacturer will provide the following:
 - 1. Keep the Building Owner informed as to the progress and quality of the work as observed.
 - 2. Provide job site inspections a minimum of three days a week.
 - 3. Report to the Building Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
 - 4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.9 WARRANTY

- A. Upon completion of installation, and acceptance by the Owner and Architect, the Manufacturer will supply to the Owner a ten (10) Year Manufacturer's Warranty.
- B. Installer will submit a two (2) year warranty to the sealant manufacturer with a copy directly to owner.

PART 2 – PRODUCTS

2.1 GENERAL MATERIALS

- A. Compatibility: provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- C. Backing Material: Provide backing material or bond breaker tape compatible with joint sealant based on manufacturers recommendations.

2.2 MANUFACTURERS

- A. When a particular trade name or performance standard is specified it shall be indicative of a standard required.
- B. Provide products as manufactured by The Garland Company or Equal to or better than.
- C. Any item or materials submitted as a substitution to the manufacturer specified must comply in all respects as to the quality and performance of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as a substitute is truly equal. Should the Contractor choose to submit a substitute product, he shall assume all monetary or other risk involved, should the Owner find the substitution unacceptable.
- D. Any material submitted as an equal to the specified material must include a list of three (3) projects where the proposed material has been used in a similar roofing system as that which is specified and is located within a two hundred mile radius from the location of the project. .

2.3 SILICONE SEALANT (WINDOW FRAME TO GLASS)

- A. Silicone Sealant: One part, medium, modulus, non-corrosive high performance silicone sealant as recommended and furnished by the membrane manufacturer.

1. Tensile Strength (ASTM D412) 230 psi
2. Elongation (ASTM D412) 360%
3. Hardness, Shore A (ASTM C920) 24
4. Class 50

2.4 MS JOINT SEALANTS (CONCRETE TO WINDOW FRAME)

- A. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
 1. Elongation (ASTM D412): 450-500%
 2. Hardness, Shore A (ASTM C920): 35
 3. Shear Strength (ASTM D1002): 275 psi
 4. Class 25

2.5 POLYETHER JOINT SEALANTS (JOINT SEALANTS)

- A. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
 1. Elongation at Break: 750%
 2. Hardness, Shore A (ASTM D-2240) at 21 days: 20 ± 3
 3. Class 50

*Note: All products testing above were performed in ideal laboratory temperature and conditions.

PART 3 – SCOPE OF WORK

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with installer present, ensure joint sealant manufacturers requirements for joint configuration, installation tolerances, and other conditions affecting joint sealants performance are present.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealant, oil, grease, frost, moisture, and any other foreign materials that could interfere with proper adhesion.
 2. Prepare and clean porous joint substrate surfaces by mechanical abrading, grinding, brushing, or a combination of these methods to produce a virgin, sound substrate capable of developing a tenacious bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 3. One joint is prepared wipe surface with denatured alcohol prior to application.

3.2 INSTALLATION OF SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Cut out all sealants at window, door, louver and other penetration perimeters. Grind substrates to completely clean conditions. Install new backer rod or bond breaker as applicable. Install new MS Joint Sealant (frame to concrete) and Silicone Sealant (window to frame).
- D. Cut out all sealants at concrete expansion joints. Grind substrate to clean concrete. Install new backer rod. Install new Polyether Joint Sealant.
- E. Clean all window frame to frame joints. Install Silicone sealant in a "band aid" fashion over metal to metal joints.

- F. Grind out concrete crack as shown in pictures. Grind to 3/8" x 3/8" minimum. Install bond breaker at back of joint. Install MS Joint Sealant.
- G. Install sealant backings of kind indicated on sealant manufacturer's data sheet to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Ensure sealant backing material is continuous with no gaps between each section.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry approved material.
- H. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
 - 1. Ensure proper backing material is used.
 - 2. Ensure backing material is installed at proper depth.
 - 3. Ensure proper backing material size is used.
- I. Install masking tape to protect surfaces adjacent to recessed tooled joints.
- J. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Install sealant into the prepared joints when the joint is at the midpoint of its contraction and expansion cycle.
 - 2. Place sealants so they directly contact and fully wet joint substrates.
 - 3. Completely fill recesses in each joint configuration.
 - 4. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow sealants to utilize maximum movement capabilities.

3.3 DAMP PROOFING

- A. Clean all exterior vertical concrete surfaces. Use appropriate PROSOCO or Dietrich cleaners. This method shall be approved via a mock up prior to commencement of work. Pressure washing only IS NOT ACCEPTABLE. Cutting marks "wand marks" in the building surfaces will NOT BE ACCEPTABLE.
- B. Protection of the Glass and Window frames will be provided by the contractor as required.
- C. Surface cracking shall be repaired by installing MS Joint Sealant, before installing damp proofing.
- D. After substrate is dried, Install one (1) coat of sealer at 75-200 sf per gal with a wide brush or spray until surface appears shiny and wet. Apply second coat within 10 minutes of application of the first coat at 75-200 sf per gal with a wide brush or spray until surface appears shiny and wet.
- E. Exterior Damp Proofer:
 - a. Percent Resin Solids: Typical 10%
 - b. Color: Clear to Amber
 - c. Density @77 Degrees: Typical 6.7lb/ gal.

3.4 FIELD QUALITY CONTROL

- A. The contractor for work under this section shall maintain a quality control program specifically to verify compliance with this specification. A daily log shall be kept to record actions in the field.
- B. Inspections: A minimum of three (Substrate, Application and Final) inspections, by an approved manufacturer's representative, will be required on all projects requiring a warranty.

BID PRICES FOR EACH BUILDING

(Optics Building is only an option.)

1) MATERIALS SCIENCE BUILDING (MSB) \$ _____

2) MCDONNELL DOUGLAS AUDITORIUM \$ _____

TOTAL OF 1 AND 2 ABOVE..... \$ _____

3) OPTICS BUILDING (OPTION) \$ _____

Optics Building is to be quoted separately.

GENERAL CONDITIONS

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

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

The furnishing of materials, supplies, equipment or service to The University of Alabama in Huntsville under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964".

5. **Non-Collusion:** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid.
6. **New Products:** Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer's standard warranty will apply unless otherwise specified in the bid. All requests should be supplied complete, ready to be installed, including all cabling and connectors where applicable.
7. **Bonds:** Bid and performance security bond, when required will be indicated.
8. **Bid Submission:** Failure to submit a bid on the official UAH form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, UAH reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

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

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

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

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

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

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

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

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

- 14. Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, Procurement Services may request an on-site premise visit to examine the facility.
- 15. Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 16. Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

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

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

F.O.B. Point	TERMS	WARRANTY
UAH DESTINATION		
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL
BUSINESS CLASSIFICATION (see note below):	EMAIL ADDRESS:	

* Your company reference number, if applicable with this bid quotation.

NOTE: Please indicate your company classification in the appropriate box above: Small Business (**SB**), a Small Disadvantaged Business (**SD**), a Black Small Disadvantaged Business (**BD**), a Woman-Owned Small Business (**WB**), a Woman-Owned Small Disadvantaged Business (**WD**), a Black Woman-Owned Small Disadvantaged Business (**BW**), a Large Business (**LB**), an Individual (**IN**), Educational (**ED**), Non-Profit (**NP**), a Labor Surplus Area Concern (**LS**), Disabled Veteran-Owned Small Business (**DV**), Veteran-Owned Small Business (**VS**), Historically Underutilized Business Zone (**UZ**), or a Governmental Agency (**GV**).

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SIGNATURE

DATE

The University of Alabama in Huntsville prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 sub-part b.

The University of Alabama in Huntsville will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click "Getting Started" for information about the program, requirements, and enrollment process.
- Click "Enroll in E-Verify" and begin enrollment process.
- When enrollment process is complete, click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the [E-Verify Quick Reference Guide](#).

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.



CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of _____ (Company)
certifies to the Board of Trustees of the University of Alabama that the Company is not located in
Alabama and that the Company does not employ an individual or individuals within the State of
Alabama.

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

**DISCLOSURE STATEMENT OF
RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND
EMPLOYEES/OFFICIALS OF UA/UAB/UAH/UAS
(THE "UNIVERSITY OF ALABAMA SYSTEM")**

1. Contract # B002424

2. Name of Contractor/Grantee _____
Address _____

Phone _____

3. Nature of contract/grant
EXTERIOR WATERPROOFING AND SEALING
AT MSB, M. D. AUDITORIUM AND OPTICS BUILDING

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

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

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

This disclosure form will be available for public inspection upon request.

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

Signature of Authorized Agent

Date

This form must be completed and returned before any contract(s) will be issued by the University.