



ATHENS STATE UNIVERSITY

300 North Beaty Street, Athens, AL 35611

Bid Number: 42024

Opening Date/Time: March 22, 2024, 2:00 P.M.

Opening Location: Founders Hall, Room 109

Contact Person: darryl.odonnell@athens.edu

March 11, 2024

INTRODUCTION

The Athens State University intends to award a contract for audio visual upgrades for the LaunchBox. For ease of reference, each organization submitting a response to this bid invitation will hereinafter be referred to as an **offeror**. An **offeror** whose proposal would result in a formal agreement will hereinafter be referred to as a **contractor**. It is our intent to grant the successful contractor rights to furnish all materials, perform installation of all materials, and train Athens State employees on usage as identified herein. Athens State is seeking a company with an established record of providing similar services for projects of a similar scope.

SPECIFIC REQUIREMENTS

A. Business Operations

The Contractor shall conduct all of its business operations related to the University in its own name, and shall not bind the University in any way. The Contractor shall not represent expressly or implied that it is an agency of the University in its acts on behalf of the University. The Contractor will make all contracts in its own name, and will be responsible for any goods purchased by the contractor, or for any other obligations or liabilities assumed or created by the contractor.

B. Building Space

The LaunchBox contains an approximate 2500 sq. foot meeting space that is made up of hardwood floors and concrete and glass walls. This room is used for a co-working and entrepreneurial center.

Offerors may contact Darryl O'Donnell at darryl.odonnell@athens.edu to schedule a time to view the buildings and the existing equipment.

C. Laws, Ordinances, Rules, Regulations and Licenses

The Contractor will obtain and provide any and all federal, state, and local licenses necessary at the time the awarded contract is executed, covering the services to be provided by the contractor to the University. The Contractor shall pay all business license fees, ad valorem taxes, workers compensation insurance, unemployment compensation, and all taxes that may be imposed upon or as a result of providing services for this project.

The Contractor shall comply with all laws, ordinances, rules, and procedures of the City of Athens, AL and the State of Alabama, to include having an Alabama General Contractors license and a City of Athens business license. This invitation and any resulting contract shall be governed in all respects by the laws of the State of Alabama, and is subject to change or cancellation due to changes in local, state, or federal laws and regulations.

Additionally, Offerors with the following certifications may be given preference:

- Certified Technology Specialist
- Extron Control Professional
- Extron DSP Principles
- Zoom Room Implementation and Integration
- Dante Level 1 & 2
- Shure Networking and DSP
- HDBaseT Expert Installer Program
- Extron Network Principles
- Extron Signal Processing and Distribution Principles
- Avixa Technologist

D. Insurance Requirements

The Contractor shall provide proof of insurance as detailed below, that meets with the University's approval.

By signing and submitting a proposal under this invitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, it will maintain this coverage during the entire term of the contract. The University must have ten (10) days notice of cancellation or change in insurance coverage. This coverage shall be purchased from insurance companies authorized to sell insurance in the state of Alabama.

Worker's Compensation	Statutory
Comprehensive General Liability	\$1,000,000 each person
1. Bodily Injury	\$1,000,000 each occurrence
2. Property Damage	\$1,000,000 each occurrence

Comprehensive Automobile Liability

- | | |
|--------------------|-----------------------------------|
| 1. Bodily Injury | \$1,000,000 combined single limit |
| 2. Property Damage | \$1,000,000 combined single limit |

The Contractor agrees to save the University (and/or its employees, agents, and officers) harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property or injuries to or by death if any and all persons whatsoever, in any manner, caused or contributed to by the Contractor, his agents, servants, or employees, while in, or about the University premises on which the work under this contract is to be done, or while going to or departing from same, and to save the University (and/or its employees, agents, and officers) harmless from and on account of, damages of any kind which the University (and/or its employees, agents, and officers) may suffer as the result of the acts of any of the Contractor's agents, servants, or employees in or about the performance of any contract between the contractor and the University.

The Contractor shall indemnify and hold harmless the University (and/or its employees, agents, and officers) for any liability incurred by the University (and/or its employees, agents, and officers) as a result of the non-payment, for any reason, of any debt or obligation for which the contractor has agreed to bear responsibility for payment, including the same's attorney fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by the same, including interest.

- E. The Contractor shall provide a one-year labor and installation warranty.
- F. Due to funding requirements, this project is on a defined timeline. **The Contractor shall certify that all equipment will be received and installed by July 30, 2024. The University must make payment in full for this project by August 30, 2024.**

BID RESPONSE

- Submit three (3) copies of your bid. The bid must be made in the official name of the firm or individual under which business is conducted. The business address must be shown. The bid must be signed by a person authorized to legally bind the prospective vendor. Failure to include original signed copies may be grounds for rejection of your bid without further evaluation.
- Bids must be printed in ink or type-written, and no erasures are permitted.
- Bids are to be hand delivered or mailed to the above address in a **sealed envelope** which bears the above bid number and opening date on the outside of the envelope. Bids delivered by delivery services must have the above bid number and opening date on the package. It is the prospective vendor's responsibility to make sure that their bid is delivered so as to ensure timely receipt by the

University. Bids or unsolicited amendments to bids that are received after the bid opening time will not be considered.

- All information and required submittals requested shall be in hardcopy form and included in your written response. **Bids must be submitted on the forms provided** to insure complete uniformity of wording of all proposals. Responses shall not refer the University to electronic media such as website, cd's, disks, or tapes in order to obtain the required information or submittals.
- In bidding substitute items from brand names specified on the ITB, the bidder must so indicate the substitution and must include complete specifications with their responses.
- Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation.
- By submitting a bid, the prospective vendor agrees to be governed by the terms and conditions as set forth in this document and the enclosed **General Conditions for Purchasing Solicitations** document. Any bid containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such bids unresponsive.
- Athens State University reserves the right to purchase according to the availability of funds and to reject any or all bids, or any part thereof. Bids may be awarded either item-by-item, in product groups, or all or none, whichever appears to be in the best interest of the University.
- Athens State University expects to award the bid within 30 days of the bid opening. The bid prices should remain in effect for a minimum of 30 days from the bid opening.
- The responsibility of determining the acceptability of any offering rests solely with Athens State University.
- Provide an executive summary of your bid, including brief descriptions of your company's expertise and experience dealing with a contract the size and scope of this project to include a listing of at least two (2) accounts that are similar in size and have comparative programmatic complexity. This listing should include the name and telephone number of the business contact(s) for each account listed. The executive summary must include a projected timeline to complete the project.

EVALUATION PROCESS

Bids will be evaluated to determine offerors whose written response best addresses the University's requirements, as previously stated. The University is not bound to accept any bid based solely on pricing, but will make an award based on all requirements set forth herein. The University may also consider the Offeror's skill, record, experience, information gained from references, ability to complete the project in a timely manner, and any other factor that would impact which bid is the most advantageous to the University. The University reserves the right to reject any and all bids, and to waive any informality in bids. The University is the sole judge as to whether or not the Offeror's bid has or has not satisfactorily met the requirements of this request for bid.

The awarded Contractor will be required to submit to Athens State University the following documents, completed and properly executed:

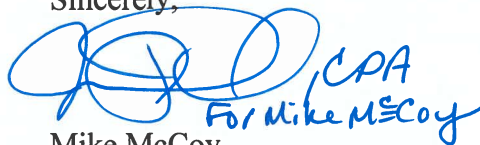
- State of Alabama Vendor Disclosure - required from the awarded vendor
- Athens State University Vendor Form W-9 - enclosed
- Alabama Immigration Law Certificate of Compliance – required from the awarded vendor
- E-Verify Memorandum of Understanding – submit with the enclosed bid compliance form

Participating companies shall make all investigations at their own cost, to thoroughly inform themselves regarding the scope of services referenced in the bid request. No plea of ignorance by those responding to the bid request or by the successful company, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the company to make the necessary examinations and investigations, or failure to fulfill the requirements of the contract documents, will be accepted as a basis for varying the requirements of the bid request or to the contract, including compensation, with the successful company.

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

Sincerely,



Mike McCoy
Vice-President for Finance

Athens State University

Bid # 42024

QUALIFICATION STATEMENT

I certify that I have read all the instructions and specifications of this bid and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for bidder. I agree to abide by all conditions of this bid request.

Please type or print in black ink.

_____			_____		
Name of Company			Authorized Signature		
_____			_____		
Address			Printed/typed Name		
_____			_____		
City	State	Zip Code	Title		
_____	_____	_____	_____		
Telephone	Fax	Email			
_____	_____	_____			
Federal Tax Number		Date			
_____		_____			

Minority Information

If this business is minority owned please qualify below: (Example – small, female owned business.

**ATHENS STATE UNIVERSITY – COMPLIANCE WITH SECTION 31-13-9 OF THE
CODE OF ALABAMA**

Section 31-13-9 of the *Code of Alabama*, as amended (see Alabama Act No. 2012-491) (the “Act”) is applicable to all contracts entered into with Athens State University via a competitive bidding process.

Be advised that as a condition for the award of any contract that is competitively bid and awarded by Athens State University to a business entity or employer that employs one or more employees, the Act requires that the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Be further advised that as a condition for the award of any contract that is competitively bid and awarded by Athens State University to a business entity or employer that employs one or more employees within the State of Alabama, the Act requires that the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

Information about "E-verify" can be found at web address: <https://e-verify.uscis.gov/enroll> and the program is operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Be further advised that the Act requires that any subcontractor, on a project paid for by a contract that is competitively bid and awarded by Athens State University, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. During the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. A business entity or employer who has been awarded a contract with Athens State University through a competitive bidding process should maintain records of such compliance in case verification is required by Athens State University or a law enforcement agency.

Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, termination of employees, and possibly suspension or revocation of business licenses and permits in accordance with the Act, among other things.

All bidders must complete the following information and return this form with their bid information.

1. Are you a business entity or employer that employs one or more employees within the State of Alabama?

No

Yes, and I have enclosed documentation along with this form establishing that I am enrolled in the E-Verify program. If you answered “Yes,” then you must provide such

documentation with this form. A copy of your E-Verify Memorandum of Understanding is acceptable documentation.

2. Pursuant to the Act and by operation of law, the following provision shall be incorporated into any contract that is awarded by Athens State University as a result of this competitive bid process, regardless of whether or not the same is expressly set forth in the written documents relating to such contract:

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.

I represent and affirm that my response to #1 above is true and correct, that I fully agree and accept the statement in #2 above, and that Athens State University may fully rely on the same. I also acknowledge that I have received notice of and reviewed all of the information contained in this document.

If Bidder is a Business Entity

If Bidder is an Individual

Name of Bidding Party: _____

Name of Individual: _____

Signature: _____

Signature: _____

Printed Name of Signatory: _____

Its: _____ (Position)

Date: _____

Date: _____

Substitute W-9

Request for Taxpayer Identification Number and Certification

 Give Form to the
 Athens State University.
 Do not send to the IRS.

Part I: Taxpayer Information

 1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank

 2. Business name/disregarded entity name, if different from above

 3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. *(Check only one)*

- | | | | | |
|---|---|---|---------------------------------------|------------------------------------|
| <input type="radio"/> Individual/sole proprietors | <input type="radio"/> C Corporation | <input type="radio"/> S Corporation | <input type="radio"/> Partnership | <input type="radio"/> Trust/Estate |
| <input type="radio"/> LLC Single Member | <input type="radio"/> LLC C Corporation | <input type="radio"/> LLC S Corporation | <input type="radio"/> LLC Partnership | |
| <input type="radio"/> Other _____ | | | | |

4. Exemptions (codes apply only to certain entities, not individuals)

Exempt code (if any) _____ Exemption from FATCA reporting code (if any) _____

 5. Legal Address (number, street, and apt. or suite no.)

 City, state, and ZIP code

6. Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding.

Social security number _____ Or Employer identification number _____

Part II: Remittance Information

1. Accounts Receivable Contact Person _____

2. Accounts Receivable Email Address _____

3. Accounts Receivable Phone Number _____

4. Accounts Receivable Fax Number _____

5. Purchase Order Address (if different from legal address.)

6. Remittance Address (if different from legal address)

Part III: Entity Type (Attach Certification)

 Business Type: Disadvantaged-Owned Minority-Owned Veteran-Owned Woman-Owned Small Business

Part IV: Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Sign Here ► Signature of U.S. Person

Date

Athens State University

Bid #42024

Appendix I -- Pricing Worksheet (Submit bid pricing here) To include costs for user training.

Quantity	Description	Unit Price	Extended Price	Labor Price	Total
1	LG Electronics 86UR640S9UD 86" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV				
1	Chief LSM1U Large Fusion Micro-Adjustable Fixed Wall Display Mount				
1	Extron Electronics 60-1515-93 DTP CrossPoint 84 4K IPCP Q MA 70 100 Watt 70 V Mono Amp, AV LAN				
4	Extron Electronics 60-1271-13 DTP HDMI 4K 230 Rx HDMI Twisted Pair Receiver – 230 feet (70m)				
3	Extron Electronics 60-1271-12 DTP HDMI 4K 230 Tx, HDMI Twisted Pair Transmitter - 230 feet (70 m)				
5	Extron Electronics 70-212-01 MBU 123 Low-Profile Mount Kit for 1/8, 1/4, and 1/2 Rack Width Products				
1	Extron Electronics 42-297-01 ShareLink Pro 500 w/ Miracast - US				
1	Extron Electronics 60-604-02 RSB 129 GRAY				
3	Wiremold BW35 Legrand, Extra Deep Box, White				
8	Wiremold 10' x 1" on wall cable cover 10' x 1" on wall cable cover				
2	C2G C2G-C2G50196 Cables to Go CC2G50196 High Speed HDMI Cable – 25 Foot				
8	C2G C2G10378 10ft/3m Ultra Flexible HDMI Cable 4K				
1	Intel NUC10i7FNH1 Mini PC/HTPC, Six-Core i7-Up to 4.7 GHz Turbo, NVMe SSD, DDR4-2666 Mhz RAM, WiFi 6, BT 5.0 Thunderbolt 3				
1	Logitech 920-006481 MK345 COMFORT Full-size wireless combo with palm rest				
1	AVer PATR313V2 AVer TR313V2 12X 4K Auto Tracking PTZ Camera				
1	AVer COMSVCMNT AVer Camera Mount L-Type for Wall for PTZ & PTC/TR Series				
1	Logitech 960-001308 Logitech Rally Bar-Graphite				
1	Logitech Strong USB Cable - 25 Meter USB over fiber extension cable				
1	Logitech Rally Bar TV mount TV MOUNT FOR VIDEO BARS				
1	Inogeni TOGGLE-DEMO Switcher - USB 3.0 devices to 2 PC/CODEC				
1	Extron Electronics 42-298-01 Fiber Optic USB 5 Gbps Extenders				
1	Shure ULXD4Q--G50 Quad Digital Wireless Receiver with internal power supply, ½ Wave Antenna and Rack Mounting Hardware				
1	Shure ULXD4D--G50 Dual Digital Wireless Receiver with internal power supply, ½ Wave Antenna and Rack Mounting Hardware				
4	Shure ULXD2/B58--G50 Handheld Transmitter with BETA 58A@Microphone				
2	Shure ULXD1--G50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector				
3	Shure SBC200-US Dual Docking Charger (with power supply) for SB900, P9RA, P10R, QLXD1, QLXD2, ULXD1, ULXD2				
6	Shure SB900B RECHARGEABLE BATTERY				
1	Shure MX415/C 15" Shock-Mounted Gooseneck, Cardioid, includes surface mount Preamplifier				

3	CBI MIC-XX-50 50 ft XLR Microphone Cable				
12	Cable Up MIC-XX-6 6' xlr cable				
1	Extron Electronics DMP 128 Plus C AT 12x8 ProDSP Digital Matrix Processor with AEC and Dante (60-1512-10)				
1	JBL JBL-EONONEMK2-NA JBL EON ONE MK2 Battery Powered Column Speaker				
1	König & Meyer 21090.500.55 Microphone Stand				
1	Belden Brilliance 8451 Belden Brilliance 8451 Shielded Mic cable 500'				
1	Extron Electronics 60-1788-02 TLP Pro 1225TG				
1	Middle Atlantic RFR-2028TR 28W20SP28DP RFR RACK TR				
1	Middle Atlantic PD-915R 9OUT,15A,RCKMNT POWER CEN				
2	Extron Electronics XTP DTP 24P/1000 Shielded Digital Twisted Pair Cable for XTP & DTP products - Plenum, 1000' (305 m) spool (22-235-03)				
1	Netgear GSM4212PX-100NAS AV LINE M4250-10G2XF-POE+ 8X1G POE+ 240W 2X1G and 2XSFP+ managed switch				
2	RDL DS-D2 Double plate for standard and specialty connectors - Stainless				
4	Neutrik NEUNE8FDXY6B Receptacle etherCON CAT6A D series shi				
4	Neutrik NEUNE8MX6B Cable carrier etherCON CAT6A black i				
1	RDL CP-4S Quad Cover Plate - stainless steel				
1	RDL DS-XLR2M Dual XLR 3-pin Male Jacks on D Plate - Terminal block connections - Stainless Steel				
1	Radio Design Labs DS-XLR3F RDL XLR 3-Pin (f) Jack on D Plate,ss				
1	Middle Atlantic UPS-S1500R UPS STD 1500VA				
1	Middle Atlantic V5748-4 STL DEVICE BOX 4G IVORY				
					Equipment Total
					Labor Total
					Project Total

VENDOR NAME _____

Number of days after issuance of purchase order for full project completion _____

Related work not included in proposal:

All 120VAC power conductors and conduits associated with power circuits to all equipment locations shall be furnished and installation coordinated by the University



ATHENS STATE UNIVERSITY

GENERAL CONDITIONS FOR PURCHASING SOLICITATIONS

Bidder: To ensure responsiveness and acceptance of bid, please follow these instructions. (The use of the words: bid/bidder, proposal/proposer, vendor, contractor, and supplier for the context of this solicitation all have the same meaning for the company/firm submitting a bid or a request for proposal.)

1. Bid Opening: Sealed bids or proposals must be received in the Office of Financial Affairs by the bid opening time and date specified in this invitation to bid unless changed by addendum. Sealed bids or proposals shall be mailed to Athens State University, Office of Financial Affairs, 300 N. Beaty Street, Athens, AL 35611 and must be marked with the bid/proposal number and opening date/time. All courier delivered bids/proposals MUST have the bid/proposal number and opening date/time on the outside of the courier packet. All bids delivered after the specified time will not be considered. At the bid opening, no discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied.

2. Preparation of Bid: Bid shall contain a manual signature of an authorized representative in the space provided. Responses must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and correction printed in ink or typewritten adjacent, and must be initialed in ink by person authorized to sign the bid.

3. Submittal of Bid: *The bid submission form included in the request should be completed and returned as requested.* Modifications and corrections received after the closing time specified will not be considered. It is the bidder's responsibility to examine any drawings, specifications, and instructions.

4. Prices and Delivery: Firm prices shall be quoted, typed, or printed in ink, to include all packing, handling, shipping, and delivery charges FOB Athens State University. Unless otherwise specified, bid prices are assumed firm for a minimum period of 120 days after the date of the opening. Athens State University is exempt from Federal Excise and State Taxes. Code of Alabama 40-23-4.

5. Installation: Where installation is required, the successful bidder shall be responsible for

placing and installing the product in the required location(s). Authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The successful bidder shall protect the site from damage and shall repair damages or injury caused during installation by the vendor, its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the vendor shall promptly restore the structure or site to its original condition. The successful bidder shall perform installation work so as to cause the least inconvenience and interference with the University and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

6. Acceptance and Rejection: Inspection and testing, if any, and acceptance will be at the destination unless otherwise provided, but all materials and workmanship shall be subject to inspection and test at all times and places, and where practicable. Title to risk or loss or damage to all items shall be the responsibility of the supplier until acceptance by the University unless loss or damage results from negligence by the University. During manufacture, the right is reserved to reject articles that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the bidder promptly after notification of rejection. Final inspection and acceptance or rejection of material or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose

liability on the University thereof for such materials or supplies as not in accordance with the specifications. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

7. Brand Name Reference: Unless specified “no substitute,” any catalog brand name or manufacturer’s reference used in the ITB is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer’s illustrations and complete description of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrations. The bidder guarantees that the product offered will meet or exceed the referenced product and or specifications identified in the ITB. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the solicitation.

8. Samples: Samples or demonstrations, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become the property of the University unless bidder states otherwise. Each sample should be marked with the bidder’s name address, bid number and item number.

9. Interpretation: Any questions concerning specifications and conditions shall be directed to Mike McCoy, VP for Financial Affairs, mike.mccoy@athens.edu, 256-216-3303, unless otherwise specified.

10. Disputes: In case of any doubt or differences of opinion as to the items to be furnished under a contract resulting from this bid, the decision of the VP for Financial Affairs shall be final and binding on both parties.

11. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid, if applicable.

12. Acceptance of Bid/Award: The University reserves the right to accept or reject

all or any part of a bid or any and all bids, to waive any informality, general condition, special condition, or minor specification deviation when considered to be in its best interest, and to award the bid that best serves the interest of the University. The University may elect to award a bid on “all or none” basis. Athens State University reserves the right to purchase according to the availability of funds. The award will be made to lowest responsive and responsible bidder meeting specifications. Documents contained herein are considered part of the binding contract. It is understood and agreed that the University shall have 120 days for bid acceptance.

13. Default: Backorders default in promised delivery or failure to meet specifications, authorize the University to cancel this contract to the defaulting bidder. The bidder must give written notice to the University of the reason and the expected delivery date.

14. Addenda: An addendum may be issued as an addition or supplement or clarification to the bid document. Only written addenda are part of the bid packet and should be considered.

15. Alternate Bids: Unless specifically requested, alternate bids will not be considered.

16. Insurance and Indemnification: The bidder agrees to indemnify and hold harmless the University, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the bidder, its agents, employees, or representatives, or arise from any bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the University. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the University. The bidder will, at the request of the University, supply certificates evidencing such coverage.

17. Risk of Loss: The bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, material, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to

third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the University, until such property has been delivered to the University; (4) all risks of loss or damage to any of the goods or part thereof rejected by the University, from the time of shipment thereof to bidder until redelivery thereof to the University.

18. Non-Discrimination: The University provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

19. Assignment: Assignment of any rights or obligations under award or any portion of this bid is not allowed without the express written consent of the University.

20. Tobacco and Drug Policy: Athens State University is a tobacco and drug free campus. All vendors, employees, and agents shall abide by the tobacco and drug free policy while on any property owned/leased by the University.

21. Warranty: The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the University, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

22. Hazardous and Toxic Substances: Bidder must comply with all applicable federal, state, county, and city laws ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the University with a "Material Safety Data Sheet" if required.

23. Patents: Bidder guarantees that the sale and/or use of goods will not infringe upon any

U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect, and save harmless, the University and its employees on any claims arising out of the purchase of goods or services.

24. Domestic Products: In public works projects, the contractor agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification.

25. Required Submissions: Before a purchase order will be issued, the awarded vendor will be required to submit to the University the following documents (if applicable) completed and properly executed:

* State of Alabama Vendor Disclosure – for purchases \$5,000 and greater

* Athens State University Vendor Form W-9 - enclosed

* Alabama Immigration Law Certificate of Compliance

* E-Verify Memorandum of Understanding – submit with the enclosed bid compliance form

26. 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, the bidder is hereby certifying that the bidder is in full compliance with Act 2006-557, not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges the awarding authority may declare the contract void if the certification is false.

Any and all general information, special terms and conditions, or scope of work, etc., attached hereto which vary from these general conditions shall have precedence