THE UNIVERSITY OF ALABAMA SYSTEM

REQUEST FOR BID

DRY ICE

UNIVERSITY OF ALABAMA AT BIRMINGHAM
REQUEST FOR BID

Dry Ice

Proposal No: 571
Response Due Date: November 23rd, 2021
Response Due Time: 2:00 PM CST
Attention: Furman Williams

SECTION I

General Conditions:

1.1 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.

Vendor should state the standard shipping package, number in package, price, lead time, complete packaging information, vendor catalog number and manufacturer's name and catalog number. Vendor must show unit prices, extensions, and total price for each item. In the event of a discrepancy between unit price and the extension, the unit price shall govern.

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 all bids 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 buyers 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No response may be withdrawn without approval from the University Purchasing Office.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 No response may be withdrawn after awards have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.

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.

Acceptable products are shown for each item. If offering other than the item shown, vendor must provide alternate information such as manufacturer, brand, catalog number, packaging, descriptive literature, manufacturer specifications, etc. If other products have been approved for use at UAB and are not listed, they may be offered. Acceptable products are listed to establish a level of quality and as a reference. When a different brand name is not stated by the vendor it is understood the offer is exactly as specified and vendor will be required to provide that item. THE RESPONSIBILITY OF DETERMINING THE ACCEPTABILITY OF ANY PRODUCTS OFFERED RESTS SOLELY WITH THE UNIVERSITY OF ALABAMA AT BIRMINGHAM.

Unless specifically called for in this request, 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 request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All requests should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

Brand names, if any listed, are shown to establish a level of quality.
1.2 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 Contact unilaterally may be amended in writing by UABHS 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. UABHS promptly shall provide to Contractor a copy of an amendment made by UABHS 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 Price Quotation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that The University of Alabama may declare the contract void if the certification is false.

1.3 Indemnification

The Vendor shall indemnify, protect, defend and save harmless the University, 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 University. This indemnity agreement shall impose liability on the Vendor 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 Vendor shall in no event be construed as a fulfillment or discharge of the obligations set forth
in this section – Indemnification.

1.4 Insurance – THIS SECTION WILL APPLY TO THIS SOLICITATION

UNIVERSITY OF ALABAMA AT BIRMINGHAM
INSURANCE REQUIREMENTS

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
Subrespondents 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.
<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Limits of Liability Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory – Alabama</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>$2,000,000 (each employee, each accident and policy limit)</td>
</tr>
<tr>
<td><strong>Commercial General Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>2,000,000</td>
</tr>
<tr>
<td>General Aggregate (Per Location)</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Including Additional Insured endorsement</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile Liability including Garage-keepers legal liability if appropriate</strong> (all owned, hired and non-owned vehicles)</td>
<td>$2,000,000 each accident – combined single limit</td>
</tr>
</tbody>
</table>

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:

| Professional Liability (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 |

For contracts that involve an environmental exposure add:

| Pollution Legal Liability (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 |

**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 Subrespondent to commence work on his Subcontract until appropriate insurance and bonds have been obtained by the Subrespondent. Each and every Vendor and sub-respondent 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.
1.5 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.

1.6 Warranty

Should merchandise described on this request contain a manufacturer's warranty, vendors must state the warranty terms in the space provided. Responses offered for merchandise when no warranty applies must clearly state: "NO WARRANTY COVERAGE." Warranty information may be criteria in making this award. Failure of vendors to furnish this information may cause rejection of the complete response. Any warranty terms, other than warranties established by the laws of the State of Alabama, must be explicitly set forth on this form.

1.7 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.

1.8 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 bid. 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, at 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.

1.9 Agreements

All license agreements or, contracts, which must be signed prior to delivery of proposed service, must be included with the bid 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.

It is understood and agreed that no other terms and conditions, whether on the vendors invoice, quotes or other associated documents not included with the bid, will govern this contract.

1.10 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.

1.11 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.

1.12 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.

1.13 Contract Cancellation

The University Purchasing Office 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 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.
1.14 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 Number __________________________ City, State, Zip __________________________
SECTION II

Introduction:

UAB is requesting sealed bids for Dry Ice. 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, 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.

Specific Requirements:

2.1 Scope of Work

The University of Alabama at Birmingham is seeking to establish a twelve (12) month standing contract with the option of four (4) additional (1) year renewals for dry ice.

2.2 Timeline

RFB Issued       November 5th, 2021
RFB Due          November 23rd, 2021 at 2:00PM CST
Onsite           November 11th, 2021 at 9:00AM CST
Questions Due    November 16th, 2021 by 5:00PM CST
RFB Anticipated Award December 1st, 2021

2.3 Proposal Evaluation Criteria and RFB Deliverables

1. Successful suppliers must be able to deliver to the University and its subsidiaries as needed per department’s request.
2. Individual departments may require a weekly delivery while others may request dry ice on an as needed basis.
3. Dry ice must be available in pellets, slices, and blocks.
4. Successful supplier must be able to provide a two (2) to four (4) hour on-call delivery service.
5. Material Safety Data Sheets (MSDS) must be provided upon request.
6. Payment and performance bonds shall be waived for this RFB.
2.4 Dry Ice Quote Sheet

See Section 4.1 for Onsite Information, On-Campus and Off-Campus list of UAB delivery locations. Over the course of this agreement, locations may be added or deleted based on construction, remodeling, and/or relocation of department.

Please note individual delivery locations may have several dry ice delivery points.

Dry ice combined estimated annual usage: 225,000 Pounds

**Please quote price per pound**

Quote price per pound: $______________LB

If applicable
Quote Price per Slice/lb: $______________LB
Quote Price per Pellets/lb: $______________LB
Quote Price per Block/lb: $______________LB

Vendor to list any and all additional charges: ________________________________

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.

**Prior Experience**

Experiences with The University and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.
Exceptions To Contract Terms And Specifications

The Bidder shall clearly identify any proposed deviations from the Contract Terms or Specifications in this Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. 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 Bid cannot be modified without the express written approval of the University. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the University, the contract provisions contained in the University’s Request for Bid shall prevail.

2.6 Deadline and Delivery

Due to COVID-19, while UAB Purchasing has returned to normal operations, we are still adhering to social distancing protocols so in person bid openings have not yet resumed. Firms submitting proposals that wish to attend a virtual bid opening on Tuesday, November 23rd, 2021 at 2:00PM will be provided a Zoom link upon emailed request. This request must be submitted no later than Thursday, November 18th, 2021 by 12:00PM CST. All communications regarding this solicitation including the Zoom request are to be emailed to Furman Williams at fwilliams@uab.edu. Respondents are responsible for delivery of the documents to the University per the address provided below and in Section 3.5. No responses are to be physically dropped off at UAB Purchasing. All responses are to be submitted via FedEx, UPS, USPS or any other responsible carrier that can provide tracking information to ensure proposals are submitted on or before the due date and time. Any proposal received after the time and date specified 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 fwilliams@uab.edu. All questions and responses will be posted to the bid website https://www.uab.edu/financialaffairs/doing-business/electronic-bid-bulletin-board. All questions should be directed to the contact address identified above via email no later than Tuesday, November 16th, 2021 at 12:00PM 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 RFB 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.

<table>
<thead>
<tr>
<th>Definitions</th>
<th>Abbreviations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract</td>
<td>An agreement for the procurement of the products or services specified in this request.</td>
</tr>
<tr>
<td>Respondent</td>
<td>The terms “respondent,” “company,” “vendor,” and “supplier” mean the successful vendor awarded the contract to provide the services described in this RFB.</td>
</tr>
<tr>
<td>Desirable</td>
<td>The terms “may,” “can,” “should,” “preferably,” and “prefers” identify a desirable or discretionary item or factor.</td>
</tr>
<tr>
<td>Mandatory</td>
<td>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.</td>
</tr>
<tr>
<td>Request or RFB</td>
<td>All documents, including those attached or incorporated by reference, used for soliciting proposals.</td>
</tr>
</tbody>
</table>

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 Furman Williams at fwilliams@uab.edu no later than Tuesday, November 16th, 2021 at 12:00PM CST.

3.5 Address:

Responses are to be addressed in the following manner:

**UPS/FedEx Address**
The University of Alabama at Birmingham
Attn: Furman Williams
801 Financial Services Building
801 5th Avenue South, Suite 200F
Birmingham, AL 35233

**USPS Mailing Address**
The University of Alabama at Birmingham
Attn: Furman Williams
801FIN B10
1720 2nd Ave. South
Birmingham, AL 35294

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

3.6 Opening of Proposals:

Refer to Section 2.6 and below:

Any proposal received after the time and date specified 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.

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) unbound original with wet signature or a verified digital signature such as a DocuSign or AdobeSign
2) one electronic copy on a USB thumb drive marked with company name and bid number
3.7 Drug-free Compliance:
By virtue of the signature on the response to this RFB, 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 one (1) year, with four (4) optional one (1) year renewals with an anticipated award date of December 2021.

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. 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

4.1 Onsite Registration, Attendance and Building Information

Vendors who wish to attend the Onsite are to register via email with Furman Williams at fwilliams@uab.edu and provide the following information:

Vendor Business Name, Vendor Representative(s) name with contact information (limit 2)
(No questions are to be submitted with the registration information unless they are specific to the Onsite instructions)

1. Specific day/time/building information
   - Thursday, November 11th, 2021 from 9:00AM to approximately 4:00PM. Please contact Furman Williams at fwilliams@uab.edu per the instructions listed above by 12:00PM Noon on Tuesday, November 9th, 2021 to register. Exact meeting location with address will provided up receipt of emailed registration. Please see below regarding On-Campus and Off-Campus Building Information and Locations. A finalized building list will be posted as an addendum on the UAB Bid Bulletin on or before November 11, 2021 and will be emailed to all registered attendees.

2. Personnel limit
   - Please limit personnel at 1-2. Vendor identification badges are required and to be worn and visible at all times.

3. COVID protocol
   - It is highly recommended that any attendees that are not vaccinated for COVID-19 wear a face covering during the onsite. Attendees are also encouraged to socially distance a minimum of 3 feet apart while in the buildings working to obtaining all necessary information.

On-Campus Building Locations

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMRB2</td>
<td>Bevil Biomedical Research Building #2</td>
<td>901 19th Street South</td>
</tr>
<tr>
<td>CH19</td>
<td>Community Health Services Bldg 19th</td>
<td>933 19th Street South</td>
</tr>
<tr>
<td>CC20</td>
<td>Community Health Services Bldg 20th</td>
<td>930 20th Street South</td>
</tr>
<tr>
<td>CH</td>
<td>Campbell Hall</td>
<td>1300 University Blvd</td>
</tr>
<tr>
<td>CHB</td>
<td>Children's Hospital Harbor Center</td>
<td>1600 6th Avenue South</td>
</tr>
<tr>
<td>CHB</td>
<td>Children’s Hospital – Lowder Bldg</td>
<td>1600 6th Avenue South</td>
</tr>
<tr>
<td>CHEM</td>
<td>Chemistry Building</td>
<td>901 14th Street South</td>
</tr>
<tr>
<td>CIRC</td>
<td>Civitan International Research Building</td>
<td>1719 6th Ave. South</td>
</tr>
<tr>
<td>CWRH</td>
<td>Center for Research in Womens Health</td>
<td>1500 6th Ave South</td>
</tr>
<tr>
<td>JT</td>
<td>Jefferson Tower</td>
<td>625 19th Street South</td>
</tr>
<tr>
<td>Kaul</td>
<td>Kaul Human Genetics</td>
<td>705 20th Street South</td>
</tr>
<tr>
<td>LHL</td>
<td>Lister Hill Library</td>
<td>1700 University Blvd</td>
</tr>
<tr>
<td>LHRB</td>
<td>Lyons-Harrison Research Building</td>
<td>701 19th Street South</td>
</tr>
<tr>
<td>MCLM</td>
<td>McCallum Basic Health Sciences Building</td>
<td>1918 University Blvd</td>
</tr>
<tr>
<td>MT</td>
<td>Medical Tower</td>
<td>1717 11th Ave South</td>
</tr>
<tr>
<td>NHB</td>
<td>New Hillman Building</td>
<td>620 20th Street South</td>
</tr>
<tr>
<td>OSB</td>
<td>Orthopaedic Specialties Building</td>
<td>1313 13 Street South</td>
</tr>
<tr>
<td>RPHB</td>
<td>Ryals Public Health Building</td>
<td>1665 University Blvd</td>
</tr>
<tr>
<td>SC</td>
<td>Sparks Center</td>
<td>1720 7th Ave South</td>
</tr>
<tr>
<td>SHEL</td>
<td>Shelby Biomedical Research Building</td>
<td>1825 University Blvd</td>
</tr>
<tr>
<td>THT</td>
<td>Tinsley Harrison Tower</td>
<td>1900 University Blvd</td>
</tr>
<tr>
<td>VH</td>
<td>Volker Hall</td>
<td>1670 University Blvd</td>
</tr>
<tr>
<td>WTI</td>
<td>Wallace Tumor Institute</td>
<td>1824 6th Ave South</td>
</tr>
<tr>
<td>ZRB</td>
<td>Zeigler Research Building</td>
<td>703 19th Street South</td>
</tr>
</tbody>
</table>
### Off-Campus listing of UAB Facilities located outside of the downtown Birmingham area

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>UAB Plastic Surgery of Mountain Brook</td>
<td>2850 Cahaba Road</td>
<td>Birmingham</td>
<td>Alabama</td>
<td>35223</td>
</tr>
<tr>
<td>UAB Medicine - Gardendale</td>
<td>210 Fieldstown Road</td>
<td>Gardendale</td>
<td>Alabama</td>
<td>35071</td>
</tr>
<tr>
<td>UAB Medicine - Hoover</td>
<td>2321 Highway 150</td>
<td>Hoover</td>
<td>Alabama</td>
<td>35244</td>
</tr>
<tr>
<td>UAB Medicine - Inverness</td>
<td>1250 Inverness Corners Hwy 280</td>
<td>Inverness</td>
<td>Alabama</td>
<td>35242</td>
</tr>
<tr>
<td>Kirklin Clinic - Acton Road</td>
<td>2145 Elmer J Bissel Road</td>
<td>Birmingham</td>
<td>Alabama</td>
<td>35243</td>
</tr>
<tr>
<td>UAB Substance Abuse Clinic - Bessemer</td>
<td>1710 2nd Avenue N.</td>
<td>Bessemer</td>
<td>Alabama</td>
<td>35020</td>
</tr>
<tr>
<td>UAB Substance Abuse Center</td>
<td>401 Beacon Parkway West</td>
<td>Birmingham</td>
<td>Alabama</td>
<td>35209</td>
</tr>
<tr>
<td>UAB Medicine - Leeds Clinic</td>
<td>1141 Peyton Way</td>
<td>Leeds</td>
<td>Alabama</td>
<td>35094</td>
</tr>
</tbody>
</table>
4.2 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):

__________________________________________________________
__________________________________________________________
__________________________________________________________
Fax number for order
Website address

Proposal Prices are valid for (_____) days/months—please specify. (UAB Prefers pricing to be firm for 12 months upon date of award).

<table>
<thead>
<tr>
<th>FOB pt</th>
<th>Destination</th>
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<tbody>
<tr>
<td>Payment Terms</td>
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<tr>
<td>Representative name</td>
<td></td>
</tr>
<tr>
<td>Rep Phone number</td>
<td>Fax number</td>
</tr>
<tr>
<td>Email address</td>
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</tr>
</tbody>
</table>

Signature ___________________________ Date ______________

4.3 References

Provide a minimum of 4 and a maximum of 6 references. They should ideally be similar to the University - i.e., mid to large size 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.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email address</th>
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<tbody>
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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.