# INVITATION FOR BID

**ATTENTION:** This is not an order. Read all instructions and terms and conditions carefully.

**INVITATION NO.:** T052016

**Issue Date:** 06/02/2010

**Title:** Standing Contract for Bryant Denny Stadim

**Window Cleaning**

**Buyer:** Eric Dickey

**Phone:** (205) 348-6403

**Email:** edickey@fa.ua.edu

---

**RETURN ALL COPIES OF BIDS TO:**

THE UNIVERSITY OF ALABAMA

PURCHASING DEPARTMENT

801 University Blvd

355 Rose Administration Building

Box 870130

Tuscaloosa, Alabama 35487

PHONE: (205)348-5230 FAX: (205) 348-8706

---

**IMPORTANT:** SEALED BIDS MUST BE RECEIVED BY 06/06/2010 @ 2:00 P.M. CST TIME

---

**Bid Responses may NOT be faxed or emailed.**

---

**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 in Alabama. **By submitting a response to this solicitation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557.**

---

**DISCLOSURE STATEMENT**

1. If you or 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 an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.

2. If you or 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 an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.

---

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that I have fully informed myself regarding the accuracy of the statement made above.

---

**THIS AREA MUST BE COMPLETED**

<table>
<thead>
<tr>
<th>DELIVERY AFTER RECEIPT OF ORDER:</th>
<th>NAME OF COMPANY:</th>
<th>PHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEDERAL EMPLOYER ID NO.:</td>
<td>ADDRESS:</td>
<td>FAX:</td>
</tr>
<tr>
<td>PAYMENT TERMS:</td>
<td>ADDRESS:</td>
<td>E-MAIL:</td>
</tr>
<tr>
<td>SHIPPING TERMS:</td>
<td>CITY, STATE &amp; ZIP CODE:</td>
<td>DATE:</td>
</tr>
<tr>
<td>F.O.B. DESTINATION-PREPARED AND ALLOWED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>QUOTE VALID UNTIL:</td>
<td>SIGNATURE:</td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE REQUIRED:** This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.
INVITATION FOR BID

The University of Alabama requests sealed bids as per attached general and technical specifications or equal unless otherwise specified in the Special Conditions.

All Bidders submitting a bid must read all specifications carefully and respond accordingly. Failure to do so may eliminate your bid from consideration due to non-compliance.

1.0 GENERAL SPECIFICATIONS

1.1 All bid responses, technical information and any other attachments furnished to The University of Alabama in response to this request for quotation must be submitted in duplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THE ENTIRE BID RESPONSE). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of this bid.

1.2 The stated requirements appearing elsewhere in this solicitation shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined. If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this solicitation.

Note: Bidders shall not submit their standard terms and conditions or purchase order terms as exceptions to or modification of the terms and conditions of this solicitation. Each exception to or modification of a University term and condition shall be individually listed by the bidder. Failure to follow this instruction may result in the determination that a bid submission is non-responsive to a solicitation and the rejection of that bid.

1.3 The issuance of a University Purchase Order (P#) or a signed Contract document is required to constitute a contract between the successful Bidder and the University which shall bind the successful Bidder to furnish and deliver the commodities ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation as well as the terms and conditions of the University’s Purchase Order or Contract. No shipments are to be made to The University of Alabama without the issuance of a Purchase Order (P#). (Bidders are not to accept or ship items against a requisition number “R” #.)

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

1.5 No department, school or office at the University has the authority to solicit or receive official Solicitations nor authorize Solicitation or Contract changes other than the Purchasing Department. All solicitations are issued under the direct supervision of the Associate Director for Purchasing and in complete accordance with the State of Alabama Bid Law, Section 41-16-20 and University policies and procedures.

1.6 The terms and conditions included in this Solicitation along with any addenda, any University contract and/or University purchase order(s) issued referencing this Solicitation, the University’s General Terms and Conditions, Instructions to Bidders shall constitute the entire and exclusive Contract between the University and the successful Bidder.

2.0 QUALIFICATIONS AND STANDARDS

Due to the importance of maintaining a safe University environment, it is imperative that the successful bidder meet certain qualifications that will guarantee The University of Alabama the successful Bidder is qualified to furnish and deliver products, equipment and services or furnish, deliver, install, service and/or repair equipment whichever is applicable as required in this Solicitation. In order for Bidders to qualify, the following requirements must be fulfilled:

2.1 The Bidder must provide, in writing, a statement that the Bidder has been regularly engaged in business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, or services required in this Solicitation. In lieu of the minimum number of years in business, a performance bond may be submitted in the amount of one hundred (100 %) per cent of the contract price. This bond will be used to secure the completion of the project should the successful Bidder default for any reason. Failure to comply with this requirement may eliminate your bid response from consideration.
2.2 Each bidder required to provide a bond, shall submit a letter from a bonding agent licensed to do business in the State of Alabama stating that if the bidding company is the successful bidder, said bonding agent will furnish a 100% performance and payment bond covering and including products and service for the duration of the contract period. Said bond shall be subject to the approval and acceptance of The University of Alabama. The bond must be furnished to the University Purchasing Department within forty-eight (48) hours after receipt of the purchase order. The premium of the bond shall be paid by the successful bidder. Failure to provide the bond letter or bond will eliminate your bid from consideration in the bid award.

3.0 REFERENCES

References must include at least three (3) other universities, institutions or businesses, which the bidder has successfully provided products, services or installation of equipment similar to those required in this Solicitation in terms of manufacturer, size, features, service or type of installation. The references must include company name, address, project/delivery date, contact name, phone number, and email address.

4.0 PRODUCT SPECIFICATIONS

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

5.0 PRICE QUOTATION

5.1 IMPORTANT: It is required that the PRICE QUOTATION SHEET(S) furnished with this Request for Price Quotation be completed and submitted with your proposal. DO NOT send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration in the bid award.

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

5.3 It is the Bidder’s responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Bidder in response to this Solicitation.

5.4 The successful Bidder under the specifications required in this Solicitation shall furnish at its expense all equipment, labor, tools, supplies, transportation, insurance and other expenses necessary to fully perform any phase of the requirements of this Solicitation.

5.5 Quote prices firm for a period of ninety (90) days following the bid opening date unless otherwise stated in the Special Conditions. Bids that do not guarantee pricing firm for this period may be eliminated. Failure to quote the term for which your prices will remain firm may eliminate your bid from consideration.

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

5.7 Include with your bid response complete details of your company’s Return Merchandise policy, including, but not limited to, amount of any restocking fee required, procedures, limitations, contact person and phone number. While the University does not enter into any purchase with the intent to return items ordered, we do require this information be included with your bid response. Failure to include this information may be grounds for elimination of your bid from consideration.

6.0 DELIVERY, INSTALLATION AND TRAINING REQUIREMENTS

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

6.2 All items must be delivered directly to the University by the successful Bidder and placed according to the instructions supplied by the University.
7.0 INSURANCE

7.1 See General Terms and Conditions for general Insurance Requirements, Additional Insurance requirements may be listed in the Special Conditions Section.

7.2 The successful Bidder shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the General Terms and Conditions unless otherwise modified in the Special Conditions.

7.3 The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request. Failure to comply with this request may eliminate your bid from consideration in the bid award.

7.4 The University reserves the right to terminate any resulting contract, if the Bidder fails to keep these policies in force for the above amounts or for the duration of the contract period.

7.5 In the event of cancellation, material change or any other modifications or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the University by the party initiating any revision.

7.6 The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

8.0 RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Department representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Bidder presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder’s response to this Solicitation.
9.0 SPECIAL CONDITIONS

9.1 The University of Alabama request sealed bids to establish a twelve (12) month contract for Bryant Denny Stadium Window Cleaning as per attached general and technical specifications or equal during the contract period of June 9, 2010 through June 8, 2011.

9.2 Renewal Option
Pricing for this contract must be firm for a twelve-month (12) period beginning June 9, 2010 through June 8, 2011. However, upon mutual agreement between the successful vendor and The University of Alabama, this contract may be renewed on an annual basis based on vendor’s performance with a negotiable price increase in years two (2) through five (5) to meet the challenge of providing pricing over extended period of time. The University of Alabama will consider adjustment clauses necessary to ensure the most aggressive pricing structure. Any proposed adjustment clause must be documented with evidence of increased costs to be passed on. There will be no adjustments for profit enhancements. Adjustments can be made no more than once per year. All other terms, conditions, and requirements will remain the same as the original bid proposal document. The successful vendor should furnish a written agreement including any price adjustment clauses and supporting documentation to renew the contract to The University of Alabama ninety (90) days prior to the annual renewal date.

9.3 Bid Evaluation
It is the intent of The University of Alabama to award this contract to a single contractor who is deemed to be the most qualified, cost-effective, responsible bidder submitting the best overall proposal based on an evaluation of all qualified bid responses. Enhancements to the minimum requirements will be considered. For purposes of evaluating this bid, any response to an item entered as a “NO BID” will be figured based on the highest price quoted for that item by other vendors in order to calculate a grand total. Factors that will be considered in determining the lowest responsible bid include, but are not limited to: prompt payment discounts offered, net prices, quality of service given to the University in the past, enhancements offered, and the overall ability of the bidder to service this contract. The University of Alabama reserves the right to negotiate pricing.

9.4 On-site
An On-site will be held at Bryant Denny Stadium on 06/02/2010 at 9:00 AM at Gate 1, to clarify the University’s expectations to prospective contractors and to visit the site.

The following items should be noted in reference to the On-site.

- Attendance at the On-site is highly encouraged. Due to the complexity of the scope of work to be performed, site conditions and other issues that may affect your proposal are not described in the bid specifications and will be discussed in detail during the On-site. Minutes or notes from the On-site will not be taken by the University and will not be made available to potential bidders.

- Our On-site will include a visit to the New “South Endzone” addition that is currently under construction. Please be sure to bring your hardhat or you will not be allowed on that section of the On-site.

9.5 Performance Standards
All activities performed under this contract shall conform to the most current published ANSI (American National Standards Institute) I-14.1 standards for window cleaning safety.

9.6 Certification Expectations
All contractors bidding on this contract must have an IWCA (International Window Cleaning Association) Certified High Rise Specialist to provide service to Bryant Denny Stadium.

9.7 Invitation For Bid
4.0 does not apply to this solicitation.
5.6 does not apply to this solicitation.
5.7 does not apply to this solicitation.
6.0 does not apply to this solicitation.
INVITATION FOR BID

10.0 QUOTE SHEET

SCOPE: The University of Alabama request sealed bids to establish a twelve (12) month contract for Bryant Denny Stadium Window Cleaning as per attached general and technical specifications or equal during the contract period of June 9, 2010 through June 8, 2011.

NOTES: 1. Clean all windows to include inside and outside surface.
2. Remove all debris including waste water generated by this work.
3. The stadium will be open between the hours of 7:00AM and 4:00PM, Monday – Friday. Other hours can be arranged if needed.

TENTATIVE CLEANING DATES          OPPONENT                  AREA(S)
AUGUST 16, 2010 - SEPTEMBER 3, 2010  PRE-SEASON                AREA 1, 2, 3, 4, 5, 6
SEPTEMBER 27, 2010 – OCTOBER 1, 2010  FLORIDA                   AREA 6, 9
OCTOBER 11, 2010 – OCTOBER 15, 2010  OLE MISS (HOMECOMING)     AREA 3, 6, 9
NOVEMBER 1, 2010 – NOVEMBER 12, 2010  MISSISSIPPI STATE         AREA 6, 9
NOVEMBER 22, 2010 – NOVEMBER 25, 2010  AUBURN                   AREA 6, 9

AREA     DESCRIPTION                                        TOTAL COST
AREA 1  WESTSIDE OF STADIUM                                   $____________________/PER CLEANING
• PRESS BOX
• IVORY CLUB
• PRESIDENT’S BOX

AREA 2  EASTSIDE OF STADIUM                                        $____________________/PER CLEANING
• EAST TOWER WINDOWS
  (ALL LEVELS FACING STREET)

AREA 3  EASTSIDE OF STADIUM                                        $____________________/PER CLEANING
• SKYBOX WINDOWS

AREA 4  NORTH ENDZONE                              $____________________/PER CLEANING
• LOWER LEVEL WINDOWS
• LOBBY WINDOWS

AREA 5  NORTH ENDZONE                              $____________________/PER CLEANING
• CLUB LEVEL WINDOWS
  (NORTH ZONE - FACING STREET)

AREA 6  NORTH ENDZONE                              $____________________/PER CLEANING
• SKYBOX WINDOWS
• CLUB LEVEL WINDOWS
  (NORTH ZONE – FACING FIELD)
<table>
<thead>
<tr>
<th>AREA</th>
<th>DESCRIPTION</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>AREA 7</td>
<td>SOUTH ENDZONE</td>
<td>$____________________/PER CLEANING</td>
</tr>
<tr>
<td></td>
<td>• LOWER LEVEL WINDOWS – ARCH WINDOWS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(OUTDOOR OPEN AIR MARKET – BOTTOM FLOOR)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(DONOR'S HALL OF FAME AREA – 2ND FLOOR)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(STADIUM CLUB – INSIDE WINDOWS NEAREST TO FIELD)</td>
<td></td>
</tr>
<tr>
<td>AREA 8</td>
<td>SOUTH ENDZONE</td>
<td>$____________________/PER CLEANING</td>
</tr>
<tr>
<td></td>
<td>• CLUB LEVEL WINDOWS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(SOUTH ZONE - FACING STREET)</td>
<td></td>
</tr>
<tr>
<td>AREA 9</td>
<td>SOUTH ENDZONE</td>
<td>$____________________/PER CLEANING</td>
</tr>
<tr>
<td></td>
<td>• SKYBOX WINDOWS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• CLUB LEVEL WINDOWS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(SOUTH ZONE – FACING FIELD)</td>
<td></td>
</tr>
</tbody>
</table>
DISCLOSURE STATEMENT

1. Contract/Purchase Order No. ___________________________________

2. Name of Contract/Grantee: ___________________________________
   Address: ___________________________________
   Telephone: ___________________________________
   Fax: ___________________________________

3. Nature of Contract/Grant: ______________________________________
   ______________________________________
   ______________________________________

4. Does the contractor/grantee have any relationships with any 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? If so, please state the names, relationships, and
   nature of the benefit.
   _____________________________________________________________
   _____________________________________________________________
   _____________________________________________________________

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

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 of Contractor/Grantee

__________________________
Date: __________________________

RETURN FORM TO: The University of Alabama
Purchasing Dept.
Box 870130
Tuscaloosa, AL 35487-0130
Ph: (205) 348-5230
Fax: (205) 348-8706
www.purchasing.ua.edu