**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

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;

2. The contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.

3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.

4. 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--PREPAID AND ALLOWED</td>
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</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.
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 is requesting sealed bids to furnish and install Network Appliances per attached Quote Sheet and Technical Specifications.

9.2 Delivery is required within 2 weeks ARO. Delivery may be a criterion in the award of this solicitation.

9.3 Quote the cost of an annual maintenance agreement, 8x5, for the items bid.

9.4 Due to imaging requirements bid responses and additional data must not be permanently bound.

9.5 Instructions to Bidders
Section 4.15 does not apply to this solicitation.
Section 7.3 does not apply to this solicitation.
Section 8.1 does not apply to this solicitation.

9.6 General Terms and Conditions
Section 14 does not apply to this solicitation.
Section 16 does not apply to this solicitation.
Section 17 does not apply to this solicitation.
Section 27 does not apply to this solicitation.
Section 33 does not apply to this solicitation.
10.0 QUOTE SHEET

NOTES: *The unit cost of each item must include any shipping and handling charges. Do not list shipping and handling as a separate charge. Quote FOB The University of Alabama, Tuscaloosa, AL 35487.*

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>APPROX. QTY</th>
<th>PART #</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1 ea.</td>
<td>APB-X10-001</td>
<td>IPControl Sapphire EX10-CK appliance including an IPControl license for 200,000 IP addresses, perpetual</td>
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<td><strong>BRAND &amp; MODEL QUOTED:</strong></td>
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<td></td>
<td><strong>WARRANTY:</strong></td>
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<td>2.</td>
<td>1 ea.</td>
<td>APX-X10-002</td>
<td>IPControl Sapphire EX10 backup or reporting appliance with no IP address licenses, perpetual</td>
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<td><strong>BRAND &amp; MODEL QUOTED:</strong></td>
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<td><strong>WARRANTY:</strong></td>
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<tr>
<td>3.</td>
<td>6 ea.</td>
<td>AP-X10-001</td>
<td>IPControl Sapphire 10 appliance used with an IPControl software license, perpetual</td>
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<td><strong>BRAND &amp; MODEL QUOTED:</strong></td>
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<td><strong>WARRANTY:</strong></td>
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<td>4.</td>
<td>3 ea.</td>
<td>AP-X05-001</td>
<td>IPControl Sapphire 5 appliance used with an IPControl software license</td>
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<td><strong>WARRANTY:</strong></td>
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<td>5.</td>
<td>1 ea.</td>
<td>SP-AP-10001</td>
<td>Standard Annual Maintenance Agreement (5x8) - 1 Year Term, standard Service Level Agreement</td>
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<td><strong>WARRANTY:</strong></td>
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<td>6.</td>
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<td>On-Site Installation &amp; Services</td>
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<td><strong>BRAND &amp; MODEL QUOTED:</strong></td>
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<td></td>
<td><strong>WARRANTY:</strong></td>
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**TOTAL**
END
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