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

IMPORTANT: RESPONSE TO RFQ MUST BE RECEIVED BY JUNE 29, 2012 @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Invitation For Bid.

The following shall become part of the Invitation For Bid.

1) The Bid Due Date has been changed to Friday, June 29, 2012 at 2:00 pm CST.

The IFB may be found at http://purchasing.ua.edu/pdfs/PendingBids/T052810.pdf.
ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: RESPONSE TO RFQ MUST BE RECEIVED BY JUNE 22, 2012 @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Invitation For Bid.

The following shall become part of the Invitation For Bid.

1) The Bid Due Date has been changed to Friday, June 22, 2012 at 2:00 pm CST.

2) The Contractor must provide a letter from each air carrier they are bidding stating the contractor can act as a contractual agent for the air carrier and act on their behalf in the sale of air transportation to The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama

The IFB may be found at http://purchasing.ua.edu/pdfs/PendingBids/T052810.pdf.
INVITATION FOR BID

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

INVITATION NO.: T052810
Issue Date: 05/18/12
Title: Standing Contract for Charter Aircraft Service
Buyer: Jennifer Patrick
Phone: (205) 348-5026
Email: jpatrick@fa.ua.edu

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 06-29-12 @ 2:00 P.M. CST TIME

Bid number and opening date must be clearly marked on the outside of all bid packages.

1. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted there under sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the University reserves the right to enter into negotiations within thirty (30) days of the bid opening.

2. The University's General Terms and Conditions and Instructions to Bidders, apply to this Solicitation and shall become a part of any contract issued hereunder.

3. For purposes of this Solicitation, the Solicitation documents shall consist of the following components:
   a) Invitation for Bid and any Addenda; b) General Terms and Conditions; c) Instructions to Bidders
   In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.

4. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles.

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: 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.

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.

3. By accepting payments agreed to in any purchase order resulting from this bid, Contractor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

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 14-16-25, 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

NAME OF COMPANY:
PHONE:
ADDRESS:
FAX:
ADDRESS:
E-MAIL:
CITY, STATE & ZIP CODE:
DATE:

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

State of Alabama Immigration Law (Act 2011-535)

The successful bidder will be required to provide written certification they are in compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535) by submitting 1) the Certification of Compliance form included with this solicitation and, 2) successful bidder’s one-page E-verify company profile document (see example included). The two required documents must be submitted prior to issuance of a University contract or purchase order. To expedite the ordering process, forms may be submitted with the bid response.

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

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

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

- Log onto [www.uscis.gov/everify](http://www.uscis.gov/everify)
- Click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
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 there from 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.

1.7 State of Alabama Immigration Law (Act 2011-535)
The successful bidder will be required to provide written certification they are in compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535) by submitting 1) the Certification of Compliance form included with this solicitation and, 2) successful bidder’s one-page E-verify company profile document (see example included). The two required documents must be submitted prior to issuance of a University contract or purchase order. To expedite the ordering process, forms may be submitted with the bid response.

If you are not currently enrolled in E-Verify, follow these instructions:
- Log onto www.uscis.gov/everify
- Click “Getting Started” for information about the program, requirements, and enrollment process.
- Click “Enroll in E-Verify” and begin enrollment process.
- When enrollment process is complete, click “Edit Company Profile” and print this one-page document.
INVITATION FOR BID

- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the E-Verify Quick Reference Guide.

If you have previously enrolled in E-Verify, follow these instructions:
- Log onto www.uscis.gov/everify
- Click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.

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 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 SCOPE OF CONTRACT

The University of Alabama is requesting sealed bids to establish standing contract for thirty (30) passenger and up to two hundred (200) passenger jet or turbo aircraft to create a pool of aircraft from which the University can charter aircraft on an as needed basis to meet institutional travel demands for official university business trips as they arise as well as athletic team travel.

Contract Term

Pricing for this contract must be firm for an initial twelve-month (12) period beginning August 1, 2012 through July 31, 2013. However, upon mutual agreement between the successful contractor and The University of Alabama, this contract may be renewed for four (4) additional twelve (12) month periods with a negotiable price increase in years two (2) through five (5) to meet the challenge of providing pricing for long periods of time. The University will consider adjustment clauses necessary to assure the most aggressive pricing structure. Any proposed clause must provide an explanation of the cost to be included in the increase. There should be no adjustments for inflation, cost of living, fuel and insurance or profit enhancements. A documentable publication or report that is agreeable to both parties recognized as reliable and consistent with the market must support all proposed clauses. Adjustments can be made no more than once per year for any group of items. All other terms, conditions, delivery requirements, etc. will remain the same as the original bid document. The successful contractor should furnish a written agreement including any price adjustment clauses to renew the contract to the University sixty (60) days before the expiration date of the bid.

The University maintains a philosophy of excellence in all its programs. The University expects its contractors to provide and adhere to the same standard of excellence. The University expects the successful contractor(s) to supply the customer service, time, resources and personnel in providing excellent services to The University of Alabama. Failure to perform in an excellent manner may be grounds for cancellation of the contract.

The University of Alabama, the State of Alabama’s oldest public university located in Tuscaloosa, is a senior comprehensive doctoral level institution. The University was established by constitutional provision under statutory mandates and authorizations. Its mission is to advance the intellectual and social condition of the State through quality programs of teaching, research, and service. As one of the major residential campuses in the State, the University enhances the academic and personal growth of its approximately 29,000 students and workforce of 5,000 through its on-campus environment. The University’s research, athletic programs, creative activities, and instructional programs form a foundation for extensive service activities, establishing a number of partnerships with business, non-profit organizations, and government through applications of new knowledge. These relationships often extend beyond the bounds of the State as the University assists developmental efforts at regional, national, and international levels.

9.2 QUESTIONS

Any clarifications or questions concerning the requirements of this Request for Quotation should be submitted by email no later than 2:00 PM on Monday, June 4, 2012 to Ms. Jennifer Patrick, Senior Buyer, The University of Alabama Purchasing Department, jpatrick@fa.ua.edu. All questions and answers will be compiled and provided to all Bidders (bold the “s”) by issuance of addenda to the Request for Quotation.
9.3 BID SUBMITTAL

Each Bidder must submit with the bid response:

- The original bid response including bid form with original signature and all required attachments and literature
- One (1) CD with all of the required completed Excel quotation sheets (Sections 13 - 19)

   ➢ INTERESTED VENDORS MUST REQUEST BY EMAIL THE EXCEL QUOTATION SHEETS, IN ORDER TO SUBMIT THE REQUIRED CD. Email request to Ms. Jennifer Patrick, Senior Buyer, The University of Alabama Purchasing Department, jpatrick@fa.ua.edu

9.4 BID EVALUATION AND AWARD

Trips will be awarded by group/team season schedules or individually based on the particular requirements of that trip such as type of aircraft, distance, number of stops, period of trip, the number of passengers, availability of the quoted aircraft and availability of funding for the required trips as they arise.

All bids for a particular aircraft size will be grouped together and competitively evaluated. There will be six (6) size groups. Trips will not be awarded until the need arises. Trip location(s) will be used to evaluate the bid pricing and determine the lowest bidder for a particular group of aircraft. Each team’s schedule will be used in determining the low bid for that team’s season.

The University of Alabama reserves the right to contact the next lowest responsible bidder for availability in such situations that the low bidder cannot provide the required aircraft for University flight requirements. The University of Alabama reserves the right to contract for services from other than bid respondents in emergencies, when the bid respondents do not have aircraft available for trip requirements. Failure to comply with your quoted scheduled commitments can be grounds for revocation of bid awards and jeopardize the bidder’s position on the University’s list of responsible bidders.

The criteria to be utilized by The University of Alabama in the bid evaluation process include, but are not limited to, the following items:

- The cost of the air charter service required for The University of Alabama travel.
- The types and condition of the aircraft being offered for air charter services as well as their compliance with all Federal Aviation Administration, Department of Transportation, and any other federal and state rules, regulations and requirements regarding safe air travel.
- The ability of the respondent to furnish the specified aircraft for the University business travel needs for the required trip dates, times and airport location.
- The proven capabilities and successful experience with other universities and/or companies demonstrated by the respondent based upon references to which the services outlined within this Request for Quotation have been provided.
- The general responsiveness, comprehensiveness, and quality of the bid submitted in response to this RFQ.
- The adequacy of insurance coverage offered in the bid response.
- The respondent’s prior history of compliance with all Federal Aviation Administration requirements and the company’s safe flying record.
Since availability is a factor in securing an aircraft, the University is requesting that you quote **ALL** aircraft your company can provide for these bid requirements. Any aircraft your company proposes to furnish for the University must be included in your bid offering.

All respondents must meet the minimum requirements contained within the specifications of this RFQ to be considered for a bid award. These specifications represent the minimum requirements, but all respondents are encouraged to offer enhancements to the RFQ specifications within their bids. Such offering will be considered in the bid evaluation process utilized by the University to select the bid(s) that best fulfills its institutional air travel requirements.

In addition to the destinations listed on the price quotation sheets in (Sections 14 - 19), the University reserves the right to contact contractor(s) for pricing for the additional destinations as needed.

The University of Alabama reserves the right to accept in whole or in part the quotation or reject any or all quotation responses received as a result of this Request for Quotation and to waive any informalities in the evaluation award process, whichever it deems, in its sole discretion, to be in the best interest of the University.

The University anticipates awarding all our athletic teams’ air charters needed for the 2012-13 season from this bid. Vendors do not have to bid every city, but please bid as many options as possible. If trips are awarded for a team season, the vendor that accepts the purchase order will be expected to have the aircraft available for all the trips. Although team schedules are presently unknown, the following are some of the possible locations:

- Men’s and Women’s Basketball Team: Baton Rouge, LA; Fayetteville, AR; Oxford, MS; Lexington, KY; Athens, GA; Columbia, SC; Nashville, TN; Gainesville, FL; West LaFayette, IN; Providence, RI; Oklahoma City, OK; Columbia, MO; College Station, TX
- Gymnastics Team: Fayetteville, AR; Gainesville, FL; Athens, GA; Columbia, MO; Baton Rouge, LA; Little Rock, AR; Los Angeles, CA
- Softball and Baseball Team: Baton Rouge, LA; Fayetteville, AR; Lexington, KY; Columbia, SC; Gainesville, FL; Columbia, MO; College Station, TX

The football team’s air charters are already booked for the 2012 season. But it is possible the team will need an aircraft for bowl trips or other special trips. It is possible the team could award their air charters for future seasons from this bid as well.

### 9.5 AIR CHARTER SERVICE REQUIREMENTS

9.5.1 All charter aircraft provided for University trips **MUST** be in excellent condition and meet all Department of Transportation (DOT), Federal Aviation Administration (FAA), State of Alabama and any other federal and state Rules, regulations and requirements regarding the airworthiness and safe air travel. It is the responsibility of the Air Carrier/Operator to be familiar with and in compliance with any of these regulations.

9.5.2 All air carriers must be certified and must be duly licensed Part 121 by the Department of Transportation and Federal Aviation Administration. A copy of each air carrier’s operating certificate must be included with the bid response. Failure to provide this certificate may eliminate your bid from consideration.

9.5.3 The University of Alabama personnel must arrive at the scheduled event **on time**. All penalties, fines, or charges incurred by The University because of mechanical malfunctions, breakdowns, or due to the negligence of the pilot(s), the charter company, its agents, employees or subcontractors, will be the responsibility of the contractor, with the exception of acts of God, or
other events or circumstances beyond the control of the contractor. However, the contractor should always take into consideration weather conditions that may affect transportation and communicate this information to the appropriate University personnel in charge of the trip.

9.5.4 In the event of mechanical malfunctions or breakdowns, the contractor should supply a replacement aircraft within two (2) to four (4) hours from the time the problem is discovered for The University of Alabama Team and personnel, so that they arrive at the scheduled event on time and return to the University as scheduled with all services of this bid provided. However, cost of the replacement transportation, mechanical repairs, or service will be the responsibility of the contractor. The University will pay only the original contracted bid price for the scheduled charter. In such event, The University of Alabama shall have no liability to Contractor for the cost of any part of the charter not used by the University, any damages, loss of profit, or any other costs or expenses.

9.5.5 Any backup aircraft used must meet the same criteria as originally required within the bid specifications.

9.5.6 If the Contractor or its Service Provider is unable to provide aircraft for any of the charter flights listed in the Contract by the scheduled flight time due to mechanical malfunction or breakdown of the aircraft and Contractor is unable to cure such non-performance within four (4) hours of the scheduled flight time, then The University of Alabama at its election may secure air services or another mode of transportation from other transportation providers. In such event, The University of Alabama shall have no liability to Contractor for any damages, loss of profit, or any other costs or expenses. Contractor agrees to refund to The University of Alabama the whole or a prorated portion of the charter price paid for either the entire charter flight or that portion of it which was not provided and shall reimburse The University of Alabama for all cost and expense incurred by The University of Alabama to secure substitute air services or other transportation which exceeds the cost for either the entire charter or that portion of the scheduled charter flight which did not occur.

9.5.7 If the Contractor’s Service Provider cancels a charter flight, Contractor agrees to refund to The University of Alabama the total charter price paid for the canceled charter flight. If the Contractor’s Service Provider cancels only a portion of the charter flight, then the Contractor agrees to refund to the University that portion of a charter flight allocable to the canceled portion of the charter flight.

9.5.8 If Contractor or its Service Provider cancels a charter flight due to aircraft availability, then Contractor shall refund to the University all monies previously paid by the University for that charter flight and further shall reimburse the University for expense and cost of securing substitute transportation, which exceed the charter price of the canceled charter flight.

9.5.9 If a charter flight is canceled due to Contractor’s failure to make payment for a charter flight by the due date specified in its contract with its Service Provider, Contractor shall refund to University 100% of the total charter price previously paid to Contractor for that charter flight and further shall reimburse the University for all expenses and costs of securing substitute transportation which exceed the charter flight price of the canceled charter flight.

9.5.10 The University reserves the right to make flight changes within one (1) day of departure at no additional charge to the University.

9.5.11 Contractor is responsible for communicating the bid requirements to their air carrier prior to each trip.

9.5.12 The University of Alabama requires direct contact with the air carrier representative in charge of chartered flights to notify them of any changes and to confirm schedule status.

9.5.13 Direct Boarding - The University of Alabama requests to board and unboard directly.

9.5.14 Flight Scheduling - Contractor and air carrier will be responsible for all flight-scheduling, airport arrangements required, and compliance with all runway restrictions/codes of the indicated
destinations. All confirmed air carrier scheduling must be furnished to The University of Alabama at least thirty (30) days prior to each departure.

9.5.15 **Origin** - The point of origin for charters will be the Tuscaloosa Municipal Airport, Tuscaloosa, Alabama. However, a situation may occur that requires the origin be the Birmingham Airport, Birmingham, Alabama.

9.5.16 Aircraft must be on-site for boarding one (1) hour prior to flight time.

9.5.17 Contractor/ Air Carrier will furnish The University of Alabama with manifest form for each trip which they are providing pilots.

9.5.18 The University of Alabama will furnish the contractor/ air carrier with the number of passengers, their names, date of birth, weights and the weight of cargo.

9.5.19 Contractor must have twenty-four (24) hour dispatch for schedule emergencies, which may occur.

9.5.20 Contractor must immediately notify authorized University representative, if re-routing of aircraft is deemed necessary and the reason for the re-routing.

9.5.21 Contractor must have the ability to provide catering services, if required for flight. Catering services will include beverage service, snacks and a full hot meal.

9.5.22 The contractor guarantees that if any health-related information is obtained by any method or manner of delivery and in any form or medium, this information will not be shared with other persons causing a violation of the individual’s privacy. The contractor further agrees that the University is authorized to terminate any contract without penalty or liability if the University, in its sole discretion, reasonably suspects that the contractor has violated this requirement.

9.5.23 Contractor agrees to designate in advance airport personnel that will be the point of contact for The University of Alabama travel group. These personnel will assist with all services necessary for boarding and unboarding including, but not limited to: passenger service, ramp service, in-flight services, air cargo, catering, cabin services and baggage services.

9.5.24 Contractor/ Air Carrier agrees to notify Ms. Jennifer Patrick, Purchasing Department, jpatrick@fa.ua.edu or 205-348-5230 of any incident within twenty-four (24) hours of the incident.

9.5.25 The Contractor must act as a contractual agent for the air carrier it is quoting and act on their behalf in the sale of air transportation to The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama

9.6 **SUBCONTRACTOR**

9.6.1 Bidder(s) must list any service provider they are using as a subcontractor on the air carrier form and must be approved by the University first.

9.6.2 Contractor may **NOT** use a subcontractor (air carrier) to provide the aircraft required in this bid unless the subcontractor (air carrier) is listed in the bid response, meets all the bid requirements and is pre-approved in writing by The University of Alabama Purchasing Department.

9.6.3 If you are using another company to provide charter aircraft for any trip on this bid, this Service Provider will be a subcontractor and must meet all the requirements of this bid and must be approved by The University of Alabama Purchasing Department prior to the bid award. **FAILURE TO PROVIDE ALL REQUIRED INFORMATION AND DOCUMENTS MAY ELIMINATE YOUR BID FROM CONSIDERATION.**
9.6.4 The University’s contract will be with the Contractor submitting the bid response and contractor will be solely responsible for the execution and providing the aircraft quoted on their bid response. Failure to meet this requirement may eliminate your bid from consideration.

9.7 PILOT REQUIREMENTS

9.7.1 Two (2) pilots required for all trips.

9.7.2 Both pilots must be licensed to fly the type of aircraft being furnished, have a minimum of 500 hours in type training and must be current with their professional and motion based simulator-training status. The 500 minimum hours should be for SIC (second in command), not combined PIC (pilot in command) and SIC. This is the only acceptable training.

9.7.3 Pilot service is critical to this bid. The pilots must remain with the aircraft until all University personnel are completely boarded or un-boarded from the aircraft.

9.7.4 The minimum qualifications of the pilots must be as specified by the Federal Aviation Administration and the Department of Transportation Charter Aircraft Division.

9.8 FLIGHT ATTENDANTS

9.8.1 Air carrier will provide a minimum of one flight attendant for all trips up to fifty (50) passengers. Trips with more than fifty passengers will require one flight attendant for every fifty or the number of passengers between fifty increments.

9.8.2 All flight attendants shall wear a company uniform and name tag.

9.8.3 All flight attendants will have completed specific training in charter services.

9.8.4 The minimum qualifications of the flight attendants must be as specified by the Federal Aviation Administration and the Department of Transportation Charter Aircraft Division.

9.9 AIRCRAFT REQUIREMENTS

9.9.1 Seating capacity from thirty (30) to two hundred (200) passengers.

9.9.2 Restroom facilities must be completely functioning and clean.

9.9.3 Air-conditioning and heating must be in excellent working condition.

9.9.4 Underneath and inside of the aircraft storage/baggage compartments for luggage and equipment.

9.9.5 The exterior of the aircraft should be in excellent condition.

9.9.6 The interior of the aircraft should be clean with upholstery & flooring in excellent condition.
9.10 SECURITY CHECKS AND FIXED BASE OPERATION

9.10.1 Contractor/ Air Carrier are required to have a fixed base operation in all origin/destination locations.

9.10.2 All security checks must take place inside a fixed base operation. This cannot be performed outside. Failure to provide this service inside shall be grounds for cancellation of contract.

9.10.3 Contractor shall provide its procedures on baggage handling to expedite check-in at the gate for the team travel party.

9.11 TRIP CONFIRMATION POLICY

Contractor(s) are required to confirm a charter upon receipt of a University purchase order for the charter trip(s) indicated on the purchase order. All charters must be confirmed within twenty-four (24) hours of receipt of a University purchase order. Please fax confirmation or notice to decline charter to (205) 348-8706 or e-mail jpatrick@fa.ua.edu. Failure to notify the University of the unavailability of a charter aircraft will result in the contractor reimbursing the University any additional expense incurred in obtaining aircraft from another contractor. This may also result in the removal of the contractor from the University’s list of responsible contractors. **CONTRACTORS MUST RECEIVE A PURCHASE ORDER NUMBER FROM A PURCHASING DEPT. REPRESENTATIVE OR A HARD COPY OF THE PO BEFORE RESERVING AN AIRCRAFT. NO OTHER DEPT. IS AUTHORIZED TO NOTIFY A CONTRACTOR OF AN AWARD. THE UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED DUE TO FAILURE TO FOLLOW THIS PROCEDURE.**

9.12 CANCELLATION POLICY

If your company has a cancellation policy that the University must follow, it must be clearly stated on your bid response. Time frames & percentage of penalty must be stated. Otherwise, the University will assume there is no penalty for cancellation.

9.13 PAYMENTS AND INVOICES

The University of Alabama does not typically provide prepayments, however, it is agreed that in some instances it is necessary. In the event a deposit is required, The University prefers the following schedule: a 50% deposit (50% of the total amount for all scheduled air charters) paid thirty (30) days or less prior to the first air charter; the balance of each scheduled trip will be paid ten (10) days prior to each individual air charter. If this payment schedule is necessary, then a separate invoice must be submitted for each trip’s deposit and each trip’s balance.

9.14 FIELD DEMONSTRATION

Upon request from the University, a field demonstration/ inspection of the aircraft you are bidding may be required for evaluation purposes. Such demonstration/ inspection will be at the bidder's expense and shall be at a site mutually agreed upon by the University and contractor where the equipment is available for demonstration/ inspection. The demonstration/ inspection will be given within five (5) working days of request. The maintenance and flight records for the aircraft **MUST BE WITH THE AIRCRAFT AT THE TIME OF INSPECTION.** Failure to provide these records or to comply with this request for a demonstration/ inspection may be grounds for elimination of your bid response from consideration in the bid award.
9.15 Pricing Quotation

9.15.1 Special notes: The items listed on the price quotation sheet(s) identify the specified charter service. Bid responses must be submitted on the quotation sheet provided. Do not send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration.

9.15.2 Flight destinations are listed on the quotation sheets; however, the dates of usage are unknown.

9.15.3 Quote trips for 1 night, roundtrip. However, the aircraft is not required to stay with the group. There is a possibility some trips will be more than one overnight. But the University will either negotiate with bidders or bid the trip separately.

9.15.4 Bid prices must include all charter cost, equipment, pilots, flight personnel, services, insurance, fuel, taxes, fees, gratuity and any other expense for each round trip. The University will not pay any additional charges for positioning or repositioning the aircraft.

9.15.5 All prices quoted must remain firm for the duration of this contract.

9.15.6 All services must be confirmed by a University representative. The University will not be responsible for any charter service provide without obtaining a University purchase order and the confirmation by a University representative upon completion of the charter service.

9.15.7 Please list aircrafts within the ranges listed on each of the bid spreadsheets. Do not list 2 smaller aircrafts to satisfy the number of passengers required. Example: quoting two – 19 pax aircrafts in which their passenger count total is 30 or more. Groups needing a specific size aircraft will only fly on 1 aircraft.

9.16 UA Purchasing Website

An electronic version of University’s General Terms and Conditions and Instructions to Bidders are available through The University of Alabama Purchasing website:

http://purchasing.ua.edu/purchgenterms.html

http://purchasing.ua.edu/vendors/instructions-to-bidders.pdf

9.17 Invitation for Bid

No. 1.1 General Specifications are amended as follows:

Each Bidder must submit with the bid response:

- The original bid response including bid form with original signature and all required attachments and literature
- One (1) CD with all of the required completed Excel quotation sheets (Sections 13 – 19)

Interested Vendors must request by email the Excel Quotation Sheets, in order to submit the required CD. Email request to Ms. Jennifer Patrick, Senior Buyer, The University of Alabama Purchasing Department, jpatrick@fa.ua.edu

Failure to sign and complete the University’s bid form, follow the bid response format or failure to submit any of the above may eliminate your bid from consideration in the evaluation and bid award.

No. 5.5 does not apply to this solicitation.

No. 5.6 does not apply to this solicitation.
9.18 GENERAL TERMS AND CONDITIONS

No. 3. Contract Provisions by Reference, is modified to include:

All services must be confirmed by a University representative. The University will not be responsible for any charter service provided without obtaining a University purchase order and the confirmation by a University representative upon completion of the charter service.

No. 6, Insurance, is modified to include the following:

<table>
<thead>
<tr>
<th>Liability</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Liability - Including Passenger Liability</td>
<td>$1,000,000 (one million) PER PASSENGER</td>
</tr>
<tr>
<td>Bodily injury (other than passengers)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property Damage Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aircraft Hull</td>
<td>Not Required (at the option of the contractor)</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>Not Required</td>
</tr>
<tr>
<td>Commercial Business Automobile Liability</td>
<td>Does not apply</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>As required by law</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>As required by law</td>
</tr>
</tbody>
</table>

All other insurance requirements remain as stated in the General Terms and Conditions.
10.0 INSTRUCTIONS FOR BID RESPONSE QUOTATION SHEETS

Please make sure that you enter the information on the size aircraft you are quoting on the appropriate quotation sheet. Make sure that the aircraft size and the group/option size match.

Use Only CD (compact disk) for the electronic version. No other types of electronic documents will be acceptable.

Section 11.0 submitted on paper in original bid response

Section 12.0 submitted on paper in original bid response

Section 13.0 - 19.0 submitted on paper in original bid response and electronically on CD

The electronic information from the quotation sheets will be transferred to a University recap of pricing. Please do not use passwords to protect these documents, as it will interfere with the copying process.

Section 13.0 There are six (6) sheets in this document for six (6) different air carriers. If you need more sheets, please notify Ms. Jennifer Patrick, jpatrick@fa.ua.edu
11.0 Quote Sheet

THE UNIVERSITY OF ALABAMA
PRICE QUOTATION SHEET
ANNUAL CONTRACT FOR CHARTER AIR SERVICES

PLEASE QUOTE YOUR PRICE FOR VARIOUS AIRCRAFT SIZES AS LISTED BELOW AND ON THE ATTACHED QUOTATION SHEETS. AIRCRAFT MUST BE QUOTED IN THE CORRECT SIZE RANGE LISTED FOR EACH GROUP. YOU MAY QUOTE JET AIRCRAFTS OR TURBO PROP AIRCRAFTS.

SECTION 14.0: Thirty (30) passengers
SECTION 15.0: Fifty (50) passengers - ALL first class seats
SECTION 16.0: Fifty (50) passengers - Regular Seating
SECTION 17.0: Fifty-one (51) to Ninety-nine (99) passengers
SECTION 18.0: One Hundred (100) to One Hundred - Fifty (150) passengers
SECTION 19.0: One Hundred- Fifty-One (151) to Two Hundred (200) passengers

Bid prices must include all charter cost, equipment, pilots, flight personnel, services, insurance, fuel, taxes, fees, gratuity and any other expense for each trip. The University will not pay any additional charges for positioning or repositioning the aircraft.

Bid prices must be based on a $4.00 fuel base. If fuel prices exceed $4.00, contractor must provide published documentation that the air carrier paid more for the fuel and can only bill for fuel surcharge for the trip from Tuscaloosa to destination and return to Tuscaloosa. The University will not pay fuel surcharge for positioning and repositioning the aircraft.

Please list aircrafts within the ranges listed on each of the bid spreadsheets. Do not list 2 smaller aircrafts to satisfy the number of passengers required. Example: quoting two – 19 pax aircrafts in which their passenger count total is 30 or more. Groups needing a specific size aircraft will only fly on 1 aircraft.

AIR CARRIER(S) MUST BE IDENTIFIED AND INFORMATION SHEET MUST BE COMPLETED FOR EACH AIR CARRIER QUOTED.

PLEASE NOTE: Upon request, the successful bidder must furnish an official letter to the University from the Air Carrier named in their bid, that states the successful bidder has access to and/or a contract with the Air Carrier for the aircraft that the successful bidder is quoting and the aircraft listed is available to The University of Alabama for the trip(s) at the time of the request. Failure to provide this information within forty-eight (48) hours after the request is made may eliminate your bid from consideration.
PLEASE QUOTE YOUR PRICES FOR ONE NIGHT, ROUND TRIP BASIS AS SPECIFIED IN THE BID. THE AIRCRAFT IS NOT REQUIRED TO STAY WITH THE GROUP. PLEASE QUOTE YOUR PRICE FOR EACH OPTION FOR WHICH YOU HAVE ACCESSIBLE AIRCRAFT.

Vendors do not have to bid every city or size aircraft, but please bid as many options as possible.

IF THE SPECIFIED AIR CARRIER IS PROHIBITED FROM FLYING INTO AND OUT OF THE AIRPORT LISTED IN THE BID DUE TO THE SIZE OF THE AIR CARRIER, THE VENDOR IS RESPONSIBLE FOR BRINGING THIS TO THE ATTENTION OF THE UNIVERSITY OF ALABAMA PURCHASING DEPARTMENT.

YOU MUST USE THE UNIVERSITY’S PRICE QUOTATION SHEETS BELOW. ALL THE INFORMATION REQUESTED MUST BE COMPLETED AND ALL THE REQUIRED DOCUMENTS INCLUDED OR YOUR BID MAY BE ELIMINATED.

O. OPTIONAL FOOD SERVICE:

If this service is accepted, the charter aircraft company will the requested food service for each person for the flights to and from the destination. The boxes will be distributed by University personnel. Snack flight: Snacks will be chosen by the University contact in charge of trip. Snacks should include choices of chips, cookies, candy bars, pretzels, fruit, etc. Sandwich flight will include box will contain: Two (2) large sandwiches - choices should include ham, turkey, or roast beef; Two (2) lettuce and sliced tomato wrapped separately; Three (3) packets of mustard; Three (3) packets of mayonnaise; One (1) apple; A package of chips; A package of cookies: Large quantities of fruit juices, soft drinks and bottled water are to be available.

NO ALCOHOLIC BEVERAGES ARE TO BE SERVED.

Quote your price per person for the snacks and beverage service: $__________/per person

Quote your price per person for the sandwiches and beverage service: $__________/per person

Quote your price per person for the full hot meal service: $__________/per person

Please list any other food options. ____________________________________________________________________________________________

Quote your price per person for this option for food service: $__________/per person

P. In the event of mechanical malfunctions or breakdown, The University of Alabama will expect a backup aircraft within two to four hours of scheduled flight time. State the minimum time in which a replacement aircraft can be provided.
Q. If there is a change in origin scheduled departure time, quote your charge and state what time period this charge will cover (per hour, per change, etc.)

$__________________________(2 to 4 hours change)

$__________________________(5 to 23 hours change)

$__________________________(24 hours to 48 hours change)

R. PREPAYMENT:
The University of Alabama does not typically provide prepayments, however, it is agreed that in some instances it is necessary. In the event a deposit is required, The University prefers the following schedule: a 50% deposit (50% of the total amount for all scheduled air charters) paid thirty (30) days or less prior to the first air charter; the balance of each scheduled trip will be paid ten (10) days prior to each individual air charter.

Bidders who require deposits must submit a statement below stating the requirement for any prepayments and a schedule of payments including exact amounts and dates due.

Preference may be given to vendor(s) that waive prepayment or accept the University’s prepayment schedule.

DO YOU REQUIRE PREPAYMENT? _____ YES _____ NO

STATE YOUR DEPOSIT OR PREPAYMENT SCHEDULE BELOW:

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<th>PERCENTAGE REQUIRED</th>
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<td>50% per cent</td>
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</table>

S. State your company’s cancellation policy

________________________________________________________________________

________________________________________________________________________

T. YOU MUST PROVIDE ALL THE REQUESTED INFORMATION AND DOCUMENTS IN THIS REQUEST FOR PRICE QUOTATION FOR YOUR BID TO BE CONSIDERED IN THE BID AWARD. FAILURE TO PROVIDE ALL REQUIRED INFORMATION AND DOCUMENTS MAY ELIMINATE YOUR BID FROM CONSIDERATION.
W. VERY IMPORTANT....

Include with your bid response your company's charter agreement or charter application that must be signed by The University of Alabama. DOCUMENTS PRODUCED FOR SIGNATURE AFTER THE AWARD OF THIS CONTRACT THAT WERE NOT INCLUDED WITH THE ORIGINAL BID RESPONSE MAY NOT BE CONSIDERED.

If the original terms of acceptance are revised by the successful bidder after the University has awarded any resulting contract, and The University of Alabama cannot accept the terms as altered, the University reserves the right to revoke and cancel the contract by written notice to the successful bidder within thirty (30) days of becoming aware of such revision without any penalty to The University of Alabama.
Complete the following information for YOUR COMPANY (Bidder).

1. No. of years your company been in business? __________________

2. No. of office locations your company has? __________________

3. Identify the office that will service The University of Alabama.
   _____________________________________________________________________
   _____________________________________________________________________

4. Do you have a toll-free number? ____ Yes ____ No  If so what is the number? _________________

5. List your company’s telephone business hours. _________________

6. Telephone number for emergencies: _________________

7. References - A minimum of three (3) references must be listed below. Include the name of the university, company or Major organization, address, contact person and the contact person’s telephone number.
   1. _____________________________________________________________________
   2. _____________________________________________________________________
   3. _____________________________________________________________________

PLEASE LIST THE E-MAIL ADDRESS OF THE PERSON THAT IS COMPLETING THIS BID: _________________

PLEASE LIST YOUR COMPANY’S WEB SITE ADDRESS: ___________________________________
CERTIFICATION OF COMPLIANCE
WITH SECTION NINE OF ACT 2011-535

The undersigned officer of _____________________________________(Company) certifies to The Board of Trustees of the University of Alabama that the Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and does attest to such by sworn affidavit signed before a notary. Furthermore, the Company certifies that it has provided its one-page E-Verify Company Profile Document to the University. During the performance of the contract, the Company 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. The Company also certifies that it will obtain sworn affidavits signed by a notary from any subcontractors furnishing goods/services under this contract attesting to the fact that they do not employ, hire for employment, or continue to employ an unauthorized alien and that they participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

____________________________________________
PRINT COMPANY NAME

____________________________________________
SIGNATURE OF COMPANY OFFICER

____________________________________________
PRINT TITLE OF COMPANY OFFICER

____________________________________________
DATE

Sworn and subscribed to before me this _______day of ____________________, 20__.  

____________________________________________
NOTARY PUBLIC 

My commission expires:___________
# Company Information

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<td>DUNS Number:</td>
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<tr>
<td>Total Points of Contact:</td>
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[View MOU]
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