

THE UNIVERSITY OF ALABAMA HOSPITAL

REQUEST FOR PROPOSAL

DOOR AND AUTOMATIC DOOR REPAIR AND MAINTENANCE

H049-23

University of Alabama at Birmingham Hospital
REQUEST FOR PROPOSAL
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PURCHASING DEPARTMENT

PHYSICAL LOCATION:
625 19th STREET SOUTH
BIRMINGHAM, AL 35294
(205) 975-5281 FAX: (205) 975-5521

MAILING ADDRESS:
JEFFERSON TOWER 306
619 19th STREET SOUTH
BIRMINGHAM, AL 35294-0106

REQUEST FOR PROPOSAL

Proposal #: H049-23
Response Timeline: See RFP Appendix C
Buyer Name: David W. Ryan, CMRP
Buyer E-mail: dwryan@uabmc.edu

SECTION I**1.1 Introduction**

The University of Alabama at Birmingham Hospital ("Hospital") is requesting proposals for Door Repair and Maintenance. Hospital is looking for a vendor partner to provide the procurement of Maintenance, Repair, and Installation Services for Doors and Automatic Doors for UAB Hospital.

Any contract resulting from this request will be made available to other eligible entities. This may include but is not limited to; The University System, comprised of The University of Alabama, Tuscaloosa, AL; The University of Alabama at Birmingham, Birmingham, AL, and The University of Alabama in Huntsville, Huntsville, AL; The UAB Health System (UABHS), comprised of the University of Alabama at Birmingham Hospital (UAB Hospital), The Kirklin Clinic (TKC), Callahan Eye Foundation, UAB Medical West, Baptist Health of Montgomery, Russell Medical Center, Cooper Green Mercy Health Services Authority, VIVA; hereinafter referred to as the System. Contracts resulting from the award of this request cover shipments and/or services for any entity listed above. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.

The thrust of the contract is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama.

1.2 About UAB Hospital

UAB Medicine is one of the top academic medical centers in the United States and Alabama's largest single-site employer. In addition to providing health care services for more than 1.6 million patients annually, we are committed to educating medical professionals and advancing medical science through research.

UAB Medicine is anchored by UAB Hospital, which has been named one of U.S. News & World Report's Best Hospitals and the Best Hospital in Alabama, the No. 1 Best Large Employer for 2021 by Forbes magazine, and we received a Top Ten Consumer Choice Award from National Research Corp. The hospital provides care to the sickest patients in the state and offers many services not available at other medical centers in the region, including research trials for promising new treatments.

UAB Hospital is located in Birmingham, Alabama's Medical District and is the centerpiece of UAB's clinical enterprise. In the midst of UAB's major research centers and clinics, the 1207 licensed-bed hospital is among

the 20 largest and best equipped in the nation. UAB Hospital provides patients with a complete range of primary and specialty care services and the most up-to-date treatments and innovations in health care. UAB Hospital is a major center for clinical research and the home of some of the top medical programs in America. Our faculty physicians, nursing staff, and support personnel are committed to providing world-class care to every patient.

UAB Medicine’s mission is to deliver world-class patient care to the residents of Alabama and beyond, advance medical science through pioneering research, and train the sharpest medical minds. We are deeply committed to a patient- and family-centric approach to delivering care, so we strive to make every patient encounter a positive one. This dedication to excellence is what makes UAB Medicine a preferred provider of care and helps us attract the best and brightest staff while setting the highest standards for medical innovation and education. UAB Medicine is committed to providing quality health care and compassionate service to every patient, every time, regardless of their individual differences or circumstances. Our academic medical center attracts patients from across the world who represent many cultures, religions, lifestyles, and economic backgrounds, so diversity and inclusion are cornerstones of the atmosphere we strive to maintain. For this and many other reasons, UAB Medicine established a set of Core Values that we instill in our employees as part of our never ending pursuit of excellence. These values are:

- **Always Care:** Listen with empathy, be compassionate, and support those in need.
- **Own It:** Be accountable, take action, and make it happen.
- **Work Together:** Think win-win, build consensus, and play your role on the team.
- **Do Right:** Follow through, work with principles, and do no harm.

1.3 Definitions

This section contains definitions that are used throughout this document, including appropriate abbreviations.

“Contract” or “Agreement” means an agreement for the procurement of the products or services specified in this request.

“Vendor”, “Contractor”, “Company” and “Supplier” refer to the vendor that has submitted a signed response to this RFP.

“Desirable” – the terms “may,” “can,” “should,” “preferably,” and “prefers” identifies a desirable or discretionary item or factor.

“Mandatory” – the terms “must,” “shall,” “will,” “is required,” and “are required” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the vendor’s response.

“Request” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Timeline” – the Timeline specified in Exhibit C. The Timeline is subject to change by Hospital at any time.

SECTION II

2.1 RFP Objective and Overview

UAB Hospital is looking for a vendor partner to provide Door and Automatic Door Repairs and Maintenance as specified in Appendix C.

The awarded vendor will provide Door and Automatic Door Repairs and Maintenance within the scope used by UAB Hospital facilities and listed in **Appendix C**.

The intent of this RFP is to select a single vendor. The System reserves the right to make a dual award if deemed advantageous and in the System's best interest.

2.2 Proposal Guidelines and Instructions

Please read through this document, all attachments, appendices, exhibits, etc. and follow the submission guidelines below.

A Timeline is provided in Appendix C. This Timeline is subject to change at the discretion of UAB Hospital. You are expected to check the UAB Electronic Bid Bulletin Board website for updates concerning this request.

(a) Intent to Bid – Vendors must send an email expressing their intent to bid to the Buyer E-mail address specified at the beginning of this RFP by the Intent to Bid date specified in the Timeline.

Any expenses Vendor incurs in preparation of responses for this RFP will be solely borne by the Vendor.

(b) Mandatory Pre-bid Walkthrough / Facility Tour

A mandatory pre-bid walkthrough will be held on the date specified in the Timeline. The walkthrough will be held at the Jefferson Towers building (619 19th Street South, Birmingham, AL 35249) in room JT323 on the 3rd floor. To participate in the mandatory pre-bid walkthrough you must send an email expressing your intent to attend to the Buyer email address specified in the header of the first page of this RFP no later than the Intent to Bid date specified in the Timeline.

Visitor Guidelines for all UAB Medicine Hospital and Clinic Sites can be found at <https://www.uabmedicine.org/plan-your-visit/visiting-a-patient/visiting-uab-medicine/visitor-policy/>.

Additional information regarding the Pre-bid Walkthrough can be found in the Timeline section of Appendix C.

(c) Formal Questions

All questions regarding the RFP are considered formal and may only be submitted via email to the Buyer email address specified in the RFP. All questions and responses will be posted to the UAB Electronic bid Bulletin Board: <https://www.uab.edu/financialaffairs/doing-business/electronic-bid-bulletin-board>. All questions should be directed to the Buyer E-mail address via email no later than the Deadline for Formal Questions specified in the Timeline.

Email Instructions:

- Email questions to the Hospital Buyer listed above only.
- Clearly identify yourself, your company, the RFP Title, and Proposal # in the body of the email.

- Include the Proposal # in the Subject of the email.

Written replies of general significance will be forwarded to all vendors invited under this request. Prospective vendors acknowledge that no other source is authorized to provide information concerning this request.

(d) RFP Submission

Each vendor, by responding to this request, represents that they have read and understand all documents in this RFP.

All responses are to be submitted via FedEx, UPS, USPS, or any other responsible carrier that can provide tracking information to ensure proposals are submitted on or before the due date and time. No responses are to be physically dropped off at UAB Hospital Purchasing. It is the responsibility of the vendor to ensure that their bid response is received in Hospital Purchasing Department by the opening date/time specified in the Timeline, regardless of the mailing method. Any proposals received after the date and time specified will not be eligible for consideration.

Responses are to be addressed in the following manner. :

UPS/FedEx Address

Attn: *David W. Ryan, CMRP - Hospital Purchasing*
625 19th Street South (Jefferson Tower 306)
Bid # H049-23
Birmingham, AL 35294

Mailing Address

Attn: *David W. Ryan, CMRP - Hospital Purchasing*
619 19th Street South (Jefferson Tower 306)
Bid # H049-23
Birmingham, AL 35294

No response may be withdrawn without approval from the Hospital Purchasing Department. Any request for withdrawal must be in writing to the representative within ten (10) days after opening date with justification for reason of withdrawal. More than two (2) such requests could result in removal from our approved vendor list. No response may be withdrawn after awards have been made. The vendor will be required to provide the item or service quoted at the price quoted. If a withdrawal is made after the award the vendor will be considered in default.

All responses become a matter of public record at award. The Hospital accepts no responsibility for maintaining confidentiality of any information submitted with response whether labeled confidential or not.

Any exception taken to any portion of this request must be so stated in the Vendor's response to the RFP or UAB Hospital will assume compliance with all requirements as stated.

Requests received by the date shown will be analyzed by the Hospital. Responses shall remain firm for at least one hundred eighty (180) days from date of opening.

(e) Format

Vendor's submission must include the following:

- 1) One (1) original
- 2) One (1) copy
- 3) One (1) electronic copy on a USB thumb drive marked with company name and bid #

Each copy of the response should be placed in a single volume where practical. All documents submitted with the response should be in that single volume. One copy must be marked as "**original**" with the company authorized signature.

Vendors are to return responses in a SEALED package. Responses must be received in the Hospital Purchasing Department prior to the date listed in the Timeline. Late responses will not be considered. The request number, opening date, opening time and buyers name must appear on the outside package regardless whether it is regular mail or express mail. The Hospital cannot accept faxed responses.

Please submit responses in hardcopy and electronic formats as specified above. If an Excel document is required as part of the request, please attach an unlocked electronic version in excel format. Hospital must be able to manipulate the data to perform analyses on the responses. Any submissions that are not in the specified format may be rejected. Vendor may submit one locked version in addition to the unlocked version in order to protect the integrity of the submission. . Please follow the instructions on the Excel document and complete the document as specified. Incomplete submissions are subject to rejection.

Hardcopy responses should include a separate section, listing each vendor response by corresponding UAB Hospital specification number.

Vendor responses for each specification are to be completely contained within each section in the order they appear on the request. (Section 1, 1.2, Response) **Do not refer responses to a secondary location of the question's information (i.e. user's manual p.141).**

All questions should be answered as concisely as possible. Ambiguous statements such as, "all reasonable effort to provide...", etc., will be considered as non-responsive. Failure to address any of the requirements could subject the response to rejection. Where the Hospital has stated a particular requirement, approach, or service, the vendor must state if it will or will not comply. Failure to provide a response to an item will be treated as the vendor's non-compliance with that item. Where a statement of non-conformity is provided, the vendor must indicate its reasons for doing so, describe its proposed alternative, and explain the impact and/or benefit to the System from its proposed alternative. If the System has stated a preference, the vendor may propose an alternative, provided the vendor demonstrates that the alternative has no negative impact or is more beneficial to the System. All responses should be concise and to the point.

(f) Required Documents

RFP – a signed copy of this RFP document must be returned with your submission.

Appendix A ("Vendor Disclosure Statement", or "VDS") - Complete the "Vendor Disclosure Statement" (attached as Appendix A) and submit a signed copy with RFP response. Failure to provide this document will result in a non-award of the referenced products and/or services.

Appendix B (Certification of Compliance with Section Nine of Act 2011-535) – Complete the Certification of Compliance (attached as Appendix B) and submit a signed copy with RFP response. Failure to provide this document will result in a non-award of the referenced products and/or services.

Appendix C (Specifications) - An Excel document is included as Appendix C to the RFP. This document must be completed as specified in the instructions and submitted as an attachment following the format guidelines in the RFP. Appendix C may include a checklist of required document that must be provided with your bid response. Failure to provide the required documents may result in a non-award.

Additional Documentation: It is the vendor's sole responsibility to include in its response sufficient product literature, specifications, and other information necessary to completely describe the products and/or services being offered. All license agreements or, contracts, which must be signed prior to delivery of proposed service, must be included with the proposal for review by the Hospital.

(g) Opening of Proposals

The proposal opening will be held on the RFP Opening Date/Time specified in the Timeline. Vendors may attend the opening of proposals, but no information or opinions concerning the ultimate contract award will be given at the opening or during the evaluation process. After the public opening of the proposals, information regarding the responses will not be available to vendors until after an award is made. Responses will not be made available by telephone or mail. Response information may be reviewed in the Hospital Purchasing Department by appointment during normal working hours.

SECTION III

3.1 Specifications

An Excel document is included as Appendix C to the RFP. This document contains specifications and requirements along with other important information for this RFP.

3.2 Additional requirements

(a) Term and Termination

The term of this agreement will be for one (1) year, with four (4) additional one (1) year options. At the end of the initial term and any renewal term, the Agreement will automatically renew on a month-to-month basis until a new Agreement is signed or either Party terminates. UAB Hospital shall have the right to terminate this Agreement and any supplemental Agreements without cause or penalty upon thirty (30) days' notice.

(b) Pricing

Pricing for this contract must be held firm for the term of the Agreement including any renewal terms.

Vendor may request a price adjustment because of changes in its costs due to the effect of volatile market conditions, beyond its control, on the prices of commodities, raw materials, or other expense lines which are essential to its operation. Vendor shall list each of these factors to be considered (see below) and specify the percentage (%) of Total Expenses that particular factor accounts for, as shown in the company's latest audited financial statement. Vendor response must include supporting documentation for any such items listed.

In any such request the vendor shall justify and provide adequate proof of changes in its costs due to the item(s) listed. After examination of proof submitted, the System may allow, negotiate further, or totally disallow the requested adjustment. Such adjustments will be allowed no more than once per year and will be effective only for the following year. At the end of that year, pricing will revert to the pre-adjustment level unless vendor provides documentation to support the need for the increase to continue for the next year. Vendor is required to adjust the Hospital's pricing immediately and accordingly should market conditions during the year return to their previous status.

No minimum order requirement allowed.

(c) Value Adds

Vendors are encouraged to include additional "Value Adds" which might be in the Hospital's best interest. Examples of "Value Adds" include but are not limited to: Signing Bonus, Conversion Bonus, Volume Rebates, Large Order Rebates, Extended Contract Incentives, Discount Terms, and others.

(d) Additional Agreements

All license agreements or contracts which must be signed prior to delivery of proposed products and/or service, must be included with the proposal response for review by the Hospital. It is expected that the terms of this RFP will supersede any additional terms of the Vendor. The terms and conditions of any additional agreements must align with the specifications, requirements and terms and conditions of this RFP.

SECTION IV

General Terms and Conditions

4.1 General Legal

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and vendor's activities undertaken pursuant to this agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. The final agreement shall be governed and construed in accordance with the The Board of Trustees of the University of Alabama for the University of Alabama Hospital Terms and Conditions and the laws of the State of Alabama.

Vendor represents and warrants that all articles and services covered by the request meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this offer. When applicable, all articles and services must also meet or exceed other federal requirements including but not limited to the Americans with Disabilities Act of 1992 and the Food and Drug Administration. The performance of this contract by vendor will not violate the provisions of the Civil Rights Act of 1964, The Rehabilitation Act of 1973, and the Vietnam ERA Veterans Readjustment Assistance Act of 1974.

The furnishing of materials, supplies, equipment or services to UAB Hospital under this purchase order, contract, requests or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, dated September 28, 1965, as amended (Equal Opportunity Employment), issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the Civil Rights Act of 1964.

The parties understand that this agreement will be subject to section 952 of the Omnibus Reconciliation Act of 1980 and its corresponding regulations at 42 C.F.R. part 420 if the contract includes furnishing of services at a cost or value of \$10,000 or more over a twelve-month period.

Regardless of any contrary provision(s) hereof, this Contact unilaterally may be amended in writing by UABHS as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. UABHS promptly shall provide to Contractor a copy of an amendment made by UABHS pursuant to this therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this section.

Vendor represents and warrants that Vendor and any of its directors, officers, employees, or agents providing services under this Agreement: (a) are not "sanctioned persons" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United

States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration's List of Parties Excluded individuals or entities; (d) have not been listed on the General Services Administration's List of Parties Excluded from Federal Programs; and (e) have not been convicted of a criminal offense related to health care. Vendor shall immediately notify UAB Hospital in the event that vendor is no longer able to make such representations, and UAB Hospital may upon five (5) business day's written notice terminate this Agreement.

CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a bid in response to this Request for Price Quotation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that The Board of Trustees of The University of Alabama for The University of Alabama Hospital may declare the contract void if the certification is false.

4.2 Indemnification

The vendor hereby covenants and agrees to indemnify and hold harmless UAB Hospital and it's officers, agents, and employees from and against any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property and shall also assume all liability for injury and/or damages to adjacent or neighboring property by reason of the performance of its obligations hereunder, whether such activities or operations are being performed by the vendor or by a subcontractor of the vendor, or by anyone directly or indirectly employed by them. The vendor also covenants and agrees to hold UAB Hospital and it's officers, agents, and employees harmless from and against all judgment costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the Hospital or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from UAB Hospital will resist and defend such action or proceeding by qualified counsel. However, the provisions of this section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of UAB Hospital, or its officers, agents, or employees. Any claims, which the vendor may have against UAB Hospital, shall be submitted to the Alabama State Board of Adjustment.

UAB Hospital shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by the vendor or any of the vendor's agents, servants, or employees, even if such equipment is furnished by UAB Hospital to vendor. The acceptance or use of any such equipment by vendor shall be construed to mean that the vendor accepts full responsibility for, and agrees to indemnify UAB Hospital against any and all loss, liability, and claims for injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant or the property of the vendor, other vendors, the Hospital, or other persons.

The purchase of insurance by the Vendor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section – Indemnification.

4.3 Insurance

The vendor agrees to maintain, at its sole expense, insurance as required herein; to name UAB Hospital and others as additional insured on such policies of insurance; and to provide current certification of such insurance or self-insurance as outlined herein.

Vendor shall, at their own expense, maintain insurance of such types and in such amounts as are necessary to cover their responsibilities and liabilities on a project of the character contemplated under this contract and shall require any Subcontractors to carry similar insurance. The Board of Trustees of the University of Alabama, University of Alabama at Birmingham and it’s trustees, officers, employees and agents shall be named as additional insureds on the general and auto liability policies. The Board of Trustees of the University of Alabama, the University of Alabama at Birmingham, it’s trustees, officers, employees and agents shall also be named as additional insureds on the umbrella/excess policy if required to meet the minimum limits set forth below and on environmental impairment liability policies if required.

A Certificate(s) of insurance will be provided at UAB Hospital’s request. The Certificate will evidence all coverage required and specify the terms required as noted below. The Certificate will note the additional insured as required above and will provide for at least 30 days written notice of cancellation or non-renewal to UAB Hospital.

Policies may include a deductible, but the Vendor will be responsible for payment of that deductible on their own behalf and on behalf of UAB Hospital as an additional insured.

LIABILITY INSURANCE

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

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a “follow form” basis or forms no more restrictive than the primary policies. Insurance carrier shall be rated A- or better by A.M. Best. Defense costs should be payable in addition to the policy limits with the exception of Professional Liability and Environmental Impairment Liability if indicated.

For contracts that involve any design work or other professional services that could expose the Vendor or UAB Hospital to a monetary loss arising out of the rendering or failure to render those services, add the following:

Professional Liability (Of the nature adequate to cover the Vendor’s liability arising out of any design or other	\$2,000,000 each occurrence and annual aggregate
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professional services to be provided under this contract)	
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For contracts that involve an environmental exposure add:

Pollution Legal Liability – (Optional – to be required if any specific environmental services are to be provided under the Contract)	\$2,000,000 Third Party Liability – per claim \$2,000,000 Third Party Clean Up – per claim
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IF ANY COVERAGE IS PROVIDED ON A CLAIMS MADE FORM, THE COVERAGE MUST BE MAINTAINED FOR A MINIMUM OF THREE YEARS BEYOND THE EXPIRATION OF THIS AGREEMENT.

PROPERTY INSURANCE

Unless otherwise specified in the contract, the Vendor shall be responsible for their own equipment or other property used in the completion of this project and shall, at their own expense, pay for and maintain property insurance covering such property for loss by fire or other perils including vandalism.

BONDS

Unless waived by the Hospital in writing, the Vendor shall obtain, pay for and maintain a performance and payment bond for 100% of the original contract amount naming UAB Hospital as obligee. The Vendor will bear responsibility for advising the Bonding Company of all changes in the amount of the contract. If the laws of Federal, state or Local Governments or other authorities that have lawful jurisdiction over this project contain provisions beyond these requirements, such laws shall govern and Bonds shall be furnished in accordance with those provisions.

DURATION OF THE OBLIGATION

Vendor shall not commence work under this Contract until he has obtained the insurance and bonds required under this Article and the Hospital has approved such insurance. The Vendor shall not allow any Subcontractor to commence work on his Subcontract until appropriate insurance and bonds have been obtained by the Subcontractor. Each and every Vendor and sub-contractor shall maintain all insurance and bonds required under this Article during the life of this Contract and shall maintain general liability insurance for not less than two years after completion of this Contract and final. Bonds will remain in effect for the term of the warranty or warranties required in the Contract and specifications.

VERIFICATION OF COVERAGE

UAB Hospital shall have the right to inspect and approve Vendor’s insurance including review of the entire policy and all attachments upon request.

4.4 Ethics

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the Hospital) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response may result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, UAB Hospital reserves the

right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-1, within ten (10) days of award.

UAB Hospital employees are not allowed to accept personal gifts or gratuities. By accepting this agreement, payee certifies that no UAB Hospital employee or official, no family member of a Hospital employee or official will receive a benefit from this agreement, except as has been previously disclosed, in writing, to the Hospital.

Vendors are required to complete the "Vendor Disclosure Statement" (attached as Appendix A) and submit with RFP response. Failure to provide the information when requested will result in a non-award of the referenced products and/or services.

Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to respond at a fixed price or to refrain from responding, or otherwise, shall render the responses of such vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request.

4.5 Warranty

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

4.6 Market Competitiveness

Unless otherwise expressly agreed to in any exhibit to this contract, the award prices shall not be increased and any discount shall not be eliminated or reduced during the term. Vendor may lower the award prices or increase any discount applicable to the purchase of the products or services at any time.

Vendor agrees that the prices, quality, value and technology of all products and/or services provided under this contract shall remain market competitive at all times during the term. Vendor agrees to provide prompt written notice to the Hospital of any offer for the sale of products or services by vendor during the term of this agreement where the terms are more favorable to the offeree than the terms of this contract. Vendor shall lower the award prices or increase any discount applicable to the purchase of services as necessary to assure market competitiveness. If at any time during the term the Hospital receives information from any source suggesting that vendor's prices, quality, value or technology are not market competitive, the Hospital may provide notice of such information to vendor, and vendor shall, within ten (10) business days, advise the Hospital in writing of and fully implement all adjustments necessary to assure market competitiveness.

The Hospital is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include, but are not limited to, manufacturers price reductions and special promotional offerings.

4.7 Payment Terms

Payment terms are Net 30 days from date of invoice. Payment terms less than Net 30 days may not be considered for award. C.O.D. orders are not acceptable. Awards will be made based on the price shown. Any discounts offered should be shown in the net price.

Unless otherwise stated by the Hospital, prices are to be quoted F.O.B. Destination, Freight Prepaid by Seller. Successful vendor must assume all responsibility for damage in transit. Any response not in accordance with this requirement may be rejected.

Do not include Federal Excise or State Sales Tax in your proposal. The Hospital is exempt from both of these taxes. If a Tax Exemption Certificate is required, one will be furnished to the successful vendor.

It is understood and agreed that **No fuel surcharge** will be applied unless so noted in the vendor's response. If the vendor quotes a fuel surcharge, it will be factored into the vendor's total cost in UAB's bid analysis.

Invoice reconciliation must occur within (12)-twelve months of invoice date. Vendor must provide the Accounts Payable department with an itemized, monthly statement requesting resolution within this (12)-twelve month period. Invoices presented for payment beyond this (12)-twelve month period may not be honored. Vendor statements reaching \$50,000 or more in the (90)-ninety day pay status must be brought to the immediate attention of the Accounts Payable Director for resolution. Vendor shall not impose payment penalties of any kind, including, but not limited to, late fees, service charges, interest, or placing UAB on credit hold.

4.8 Agreements

All license agreements or, contracts, which must be signed prior to delivery of proposed products and/or services, must be included with the proposal for review by the Hospital. Documents not submitted with the response may not be considered at a later date

4.9 Damage

The successful vendor will be responsible for any damage to Hospital property when such damage is inflicted by their employees, or agents of the vendor, or any sub-contractor of the vendor.

4.10 Vendor Policies

Vendor shall consult with the Hospital Purchasing Department to identify the Hospital's policies relating to access to facilities and personnel. Vendor and vendor representatives shall comply with such policies.

4.11 Drug-Free Compliance

By virtue of the signature on the response to this RFP, the company certifies that all its employees while working on System properties will not purchase, transport, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

4.12 Small Disadvantaged Business

The Hospital is committed to its efforts to ensure the opportunity for participation of small, disadvantaged businesses in the procurement of goods and services. The Hospital is required to report purchases under governmental contracts. Vendors may be required to provide detailed reports of all minorities, women-owned and other small, disadvantaged business participation in the award of this contract.

4.13 Contract Cancellation

The Hospital has the right to cancel any contract, in accordance with Procurement Contracts Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal laws; and (6) any other breach of contract.

The Hospital reserves the right, for its convenience and without cause or penalty, to terminate this Agreement or any agreement that is a result of an award of this contract with thirty (30) days' written notice.

4.14 Lead Times

Lead times may be shown on each line item, as they may be a consideration in an award. Responses not showing lead-time may be rejected. Failure to deliver according to quoted lead times may result in cancellation of contract. If services are not provided according to requested service schedule then UAB Hospital may purchase from other sources at prevailing market prices. We expect to be reimbursed the difference or a credit will be taken. Lead times shall be stated as the number of calendar days following receipt of the order by the vendor to the receipt of goods by Hospital.

4.15 Certification and Signature

I have read and agree to all of the general terms and conditions of this request. I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or service and is in all respects fair and without collusion or fraud. I am authorized to make this offer and sign this request for the vendor.

Date

Company Name

Name (please type)

Authorized Signature

Title (please type)

Address

Telephone Number

City, State, Zip



APPENDIX A

VENDOR DISCLOSURE STATEMENT

In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed on a per contract basis for all contracts in excess of the statutory minimum provided in Section 41-16-82, *Code of Alabama* 1975, including but not limited to proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted (“Agreements”). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, makes false or incomplete disclosures, or fails to supplement or amend such disclosures if circumstances change making the disclosures inaccurate or incomplete.

Definitions. For the purposes of this form, the following terms shall have the following meanings:

- **“Agreement.”** Any single agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **“Entity.”** The corporation, partnership, sole proprietorship, individual or business of any kind in whose name or on whose behalf the goods or services are being provided to the University.
- **“Family Member.”** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse’s parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **“Public Official.”** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- **“Relationship.”** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under [Board Rule 106](#).
- **“UAS.”** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **“You.”** Includes (1) the individual(s) or representative(s) of the Entity who (a) solicited the Agreement or (b) are responsible for managing the account or relationship with the University, and their partners or co-owners; and (2) any member of the of foregoing individuals' immediate family (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. Name of Entity and Individual Completing this Form (may be completed by an authorized account manager/representative)

Entity Name: _____

Individual Name: _____

Title: _____

Address Line 1: _____

Address Line 2: _____

City, State, Zip: _____

Telephone: _____

Email:

2. UAS Entity with which You propose an Agreement? (I.e. University, College, Department, etc.)

3. Describe the proposed Agreement:

Goods and services to be provided: _____

Grant or proposal number (if applicable): _____

Amount or anticipated amount: _____

Term: _____

Is the proposed Agreement the result of a competitive or bid process? Yes No

4. Have "You" (see definition above) or the Entity supplying the goods or services previously provided goods and/ or services to UAS within the current or last fiscal year? Yes No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or Services: _____

Campus and Department: _____

Type of Goods/Services: _____

Amount Received: _____

Entity Providing Goods or Services: _____

Campus and Department: _____

Type of Goods/Services: _____

Amount Received: _____

If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.

5. Did the amount of goods and /or services identified in response to Question 4 total \$1,000,000 or more? Yes No

6. a. Do You have a relationship with any UAS employee or Trustee who may directly or indirectly receive any benefit from the proposed Agreement, or whose family member or business may directly or indirectly benefit? Yes No

b. Do You have a relationship with any Public Official who may directly or indirectly receive any benefit from the proposed Agreement, or whose family member or business may directly or indirectly benefit? Yes No

If You answered "Yes" to questions 6.a. and/or b., please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official: _____
Campus/department where employed or position held: _____
Nature of relationship: _____
Potential Benefit: _____

Name of UAS employee, Trustee, or Public Official: _____
Campus/department where employed or position held: _____
Nature of relationship: _____
Potential Benefit: _____

If you need to provide further information regarding UAS employee(s) or Trustee(s), or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.

7. Have any paid consultants, lobbyists, and/or Public Official assisted in obtaining the proposed Agreement? ____ Yes ____ No

If yes, please provide the following information for each consultant or lobbyist.

Name: _____
Address: _____

Name: _____
Address: _____

If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.

8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.

9. Please provide any additional information requested by UAS in connection the Agreement. If you need to provide additional details or attachments, please attach an addendum to this Disclosure Statement.

By signing below, I certify under oath and penalty, as provided for in Section 41-16-86, *Code of Alabama* 1975, that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify I am authorized to complete this form on behalf of the Entity in whose name or on whose behalf goods or services are being provided, and I further certify no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

_ Signature

Date

**APPENDIX B
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 (University) 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 Hospital. 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:_____

**APPENDIX C
SPECIFICATIONS**

(SEE ATTACHED EXCEL FILE)