

University of North Alabama

BID NO. 2009-11 FOR: Rappel Tower

INVITATION FOR BIDS:

Sealed Proposals for furnishing materials, equipment or services as described herein will be received at the Purchasing Department, Bibb Graves Hall, Room 21, University of North Alabama, Florence, Alabama, until 2:00 p.m. local time on January 7, 2009.

It is understood that the owner may accept any or all items at the prices listed in this proposal within a period of thirty (30) days after the bid date for these items. Time is of the essence to this bid and if delivery is not made within the time specified, the University reserves the right to cancel the order. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized post-ponement thereof.

DIRECTIONS FOR MAILING BIDS:

Do not place more than one bid in an envelope. U.S. mail or package delivery envelopes containing more than one bid may not be opened in time for a bid to be considered. Envelopes containing bids must be sealed, marked and addressed as follows:

ADDRESSED TO: (If via U.S. Mail)
service)

University of North Alabama
Purchasing Department - Bid 2009-11
UNA Box 5025
Florence, AL 35632-0001

(If via commercial package delivery

University of North Alabama
Purchasing Department - Bid 2009-11
Bibb Graves Hall, Room 21
One Harrison Plaza
Florence, AL 35632-0001

CAUTION – The above mailing address line, UNA Box 5025, is the address for the University of North Alabama Central Mail Room and is not part of the physical address for the University of North Alabama Purchasing Department. Envelopes or packages addressed to this box number may not be received in the Purchasing Department by the specified bid due date and time. It is the bidder's responsibility to ensure that the bid is received in the Purchasing Department by the date and time specified.

Bidders are strongly cautioned to mail or ship bids to allow ample time for receipt in the Purchasing Department, not the Central Mail Room nor Central Receiving. Overnight or next day delivery services may not be adequate.

Bids received in the Purchasing Department after the specified date and time set forth above will not be considered and will be returned to the bidder

Bids will be opened in Bibb Graves Hall, Room 21 at 2:00 p.m. local time on January 7, 2009.

UNIVERSITY OF NORTH ALABAMA FLORENCE, ALABAMA 35632-0001

INSTRUCTIONS TO BIDDERS

1. All bidders are to submit bids on proposal forms furnished by the Director of Purchasing, University of North Alabama (forms enclosed). All bid forms are to be signed in all designated spaces by an authorized officer or employee of the bidder. Telephone bids will not be accepted. Bids submitted by "fax" machine will not be accepted. All bids are to be mailed or delivered in a sealed envelope.
2. All bidders shall base their proposals on the exact schedule of equipment, material or service specifications herein.
3. Pictures, descriptions, and specifications should accompany all bids when required or desirable. Samples may be required and, if so, shall be furnished free of cost to the Owner.
4. Reference to manufacturers, suppliers, catalog numbers, etc., is intended to set quality standards and does not preclude bids from others as long as quality standards are met. Offers of equal items shall state the brand and number or level of quality. Alternates will not be considered unless they conform to the specifications.
5. All bidders are required to submit unit prices and extended prices, where applicable, for each item bid. Where the unit price and the extended total price do not agree, the unit price shall prevail.
6. The Owner reserves the right to accept any or all items on any bidder's proposal at the unit price submitted. The Owner reserves the right to reject any and all bids and to waive informalities.
7. All prices submitted on the proposal are to be delivered prices to the University of North Alabama and shall not include any state or local sales tax.
8. All questions should be directed to the Purchasing Office, University of North Alabama, UNA Box 5025, Florence, AL 35632-0001, phone 256/765-4206.
9. Should a bidder find discrepancies in, or omissions from the bid documents or should he be in doubt as to their meaning, he should at once notify the Owner who will send written instructions to all bidders.
10. Bids received after the bid opening date and time, or any authorized postponement thereof, will not be considered.
11. **EQUAL EMPLOYMENT OPPORTUNITY/U.S. FAIR LABOR STANDARDS ACT:** By signing this proposal, bidder certifies that bidder is in compliance with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38USC4212, Section 503 - Rehabilitation act of 1973 Title I of the Americans with Disabilities Act of 1990 42USC12101, and that any and all goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
12. **DISCLOSURE STATEMENT:** The successful bidder will be required to file with the Purchasing Office a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by the University of North Alabama. See Attachment A.

PROPOSAL FORM
TO: UNIVERSITY OF NORTH ALABAMA
FLORENCE ALABAMA

BID NO. 2009-11 FOR: Rappel Tower

In compliance with the University of North Alabama **INVITATION FOR BIDS** and **INSTRUCTIONS TO BIDDERS**, the undersigned hereby proposes to furnish and supply items to the University of North Alabama, Florence, Alabama, in strict accordance with the **SCHEDULE** and **SPECIFICATIONS**.

The undersigned bidder/proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees, and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder/proposer, potential bidder/proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid/proposal, to refrain from bidding/proposing, to manipulate or ascertain the price(s) of other bidders/proposers or potential bidders/proposers, or to secure through any unlawful act an advantage over other bidders/proposers or the university.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the bidder/proposer without consultation with other bidders/proposers or potential bidders/proposers or foreknowledge of the prices to be submitted in response to this solicitation by other bidders/proposers or potential bidders/proposers on the part of the bidder/proposer, its officers, partners, owners, providers, representatives, employees, or parties in interest, including the affiant.

DATED: _____

COMPANY NAME: _____

BY: _____

(Signature)

(Typed or Printed Name)

(Title)

BUSINESS ADDRESS: _____

TELEPHONE: _____

FAX: _____

NUMBER OF DAYS TO DELIVER AFTER ORDER IS RECEIVED: _____

TERMS: _____

If Bidder is a Corporation, write the State of Incorporation, and if a Partnership, give full name of partners, using space below.

**ATTACHMENT A
DISCLOSURE STATEMENT OF
RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND
EMPLOYEES/OFFICIALS OF UNIVERSITY OF NORTH ALABAMA
(THE "UNIVERSITY")**

1. Contract # BID 2009-11

2. Name of Contractor/Grantee _____

Address _____

Phone _____

This form is provided with: Invitation to Bid

3. Nature of contract/grant: Rappel Tower

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

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

This form will be available for public inspection upon request.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the University of North Alabama in excess of \$5,000.

This form must be completed and returned before any contract(s) will be issued by the University.

UNIVERSITY OF NORTH ALABAMA

VENDOR 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 THIS BID, 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 AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

Bidder here certifies that bidder is in full compliance with Act No. 2006-557.

Date

Company

Authorizing Signature

Typed or Printed Name

Terms and Conditions:

1. The period of performance for this contract will be for one year from the date of award.
2. Pricing should include all freight and handling charges for delivery to the University of North Alabama.
3. The successful bidder will be responsible for delivery of products/supplies needed, whether or not the bidder is the manufacturer or producer of them. Further, UNA will consider the selected bidder to be the sole point of contact with regard to the contractual matters, including delivery, warranty, and payment of any and all charges resulting from the purchase of the equipment and/or services specified in the section awarded. All purchase orders will be addressed to the successful vendor and not to any other vendor.
4. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as UNA is exempt from them by law. Tax exemption certificate will be furnished upon request.
5. Terms will be NET 30 upon completion of Final Inspection and Approval.
6. Delivery and completion of project will be up to 120 days ARO.
7. Point of contact will be Mr. Michael Gauntney (256-765-4274).
8. Right to Reject: The University of North Alabama reserves the right, in its sole discretion, to reject any or all proposals received as a result of this Request for Proposal (RFP).
9. Must be built to military specifications per Directorate of Public Works, Ft. Benning Georgia (see enclosed drawings) and ANSI Z359.1 (1992) & 29 CFR 1910.66 part (I)(c)(10) of Appendix C.
10. More than one bid maybe submitted. A separate bid should be included for each design.

Questions and Request For Clarification/Change: All clarifications or requests for change regarding technical information, procedural or contractual requirements, or other issues must be submitted, in writing, no later than the date and time listed in the Schedule of Events to the same address posted above for submission of the final proposal. No information obtained in any conversation with any University of North Alabama personnel will serve to change the requirements and/or scope of the RFP.

The purpose of the Request for Changes/Clarifications is to permit UNA to correct, prior to the opening of proposals, technical or contractual requirements that may be unlawful, improvident, or which unjustifiably may restrict competition. This will allow UNA to make needed corrections through the issuance of an addendum, prior to the Proposal Due Date. This will help eliminate the waste of time which is inherent in protests and in the possible rejection of all proposals.

Change or Modification/Addenda: Any change or modification to the specifications or the procurement process will be in the form of an addendum to the RFP and will be made available to Proposers. **Proposers who received the original RFP must email the Director of Procurement, Cindy Conlon, at chconlon@una.edu an acknowledgment of receipt so any subsequent notifications or addenda may be transmitted as necessary.** Only documents issued as addendums by the University of North Alabama shall change the RFP in any way. Proposers are not required to return addendums with their proposal; however, Proposers are responsible for incorporating all addenda and changes into their final proposal. Failure to do so may, in effect, make the Proposer's proposal non-responsive, which would cause the Proposer's proposal to be rejected.

Pre-Proposal Conference: A pre-proposal conference has been scheduled (See Schedule of Events for date, time, and location). This is a voluntary conference; however, interested Proposers are strongly encouraged to participate. The conference will be held to explain the RFP requirements and answer general questions. Suggested changes/modifications to the RFP requirements and criteria may be made, although decisions to make any change or modifications will be made at a later date and will be published by the UNA Director of Procurement via email to all proposers. Attendees may elect to participate via conference call if necessary.

Contractor Liability: The Contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death) or property damage suffered as a result of the Contractor's negligence, or its failure to promptly notify the University of a defective or unsafe condition, the Contractor assumes the obligation to save the University, including its employees and assigns, harmless and to indemnify the University, including its employees and assigns, from every expense, liability or payment arising out of such negligent act. The Contractor also agrees to hold the University, including its employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

Insurance: The Contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the Contractor, employees, or its agents against any liability incurred or arising in regard to injury or other.

Therefore, the Contractor must acquire and maintain adequate workers compensation insurance. Written evidence of the insurance shall be provided by the Contractor to the University.

The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage & limits of liability. Evidence of self-insurance coverage or of other alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the University must be notified immediately.

All workers must be legally employed, no exceptions.

Schedule of Events

04 December 2008	Pre-Proposal Conference at the University, Room 21 Bibb Graves Hall (Site inspection after meeting)
11 December 2008	Deadline for Questions & Request for Clarification & Changes (2p.m. local)
16 December 2008	Change or Modification/Addenda order to the bid released and mailed
7 January 2009	Bid opening at 2p.m. in Room 21 Bibb Graves Hall

**UNIVERSITY OF NORTH ALABAMA
FLORENCE, ALABAMA 35632-0001
Bid No. Rappel Tower For: 2009-11**

The bid is for a rappel training tower, comparable to the 50' MCAT Climb/Rappel Tower by Alpine Towers International.

The project will include the following:

- All material and hardware
- Installation
- Engineering
- Installation equipment
- Operation area with pea gravel

Excluded items:

- Operational equipment
- Lights and lighting
- Obstruction lighting
- No contingencies for poor sub-grade conditions
- Staff training
- Site preparation

Specific Design

The major aspects of the design are:

- Utility pole construction (4 poles)
- (1) High rappel face (feet-free)
- (1) Short, 13' tall low angle rappel practice face from deck #1
- (1) High rappel face (feet-free), with a cantilevered top deck
- Code approved internal stairway accessing all decks
- Hip roof with steel sheathing
- (2) operational decks 13' and 45'
- Rappel anchor points on both decks
- Removable railing on both decks
- Code approved lighting protection
- Access prevention at ground level -1) Lower "box" of tower is completely enclosed; a keyed steel door serves as entry; design and installation to meet local building code
- Impact mitigating ground surface around structure standard is pea-gravel, can be upgraded to shredded rubber

Total Bid Price \$_____

BIDDER'S NAME: _____ **BY:** _____
Signed by Company Representative