

Entity Name: The University of Alabama
Event Number: 15316
Event ID: UA25-129
Event Name: Cardio and Strength Training Equipment
Requested By: Mary Ford Williams
Created By: Mary Ford Williams
Due By Date: 07/30/2025 02:00 PM Central Time
Q&A Cutoff Date: 07/02/2025 12:00 PM Central Time
Invitation Type: Invitation Only
Assigned Commodities: none
Allow Supplier Terms and Conditions: No
Public Responses: No
Display Awardee: Display
Posting Board Status: Published
Posting Board Expiration: 09/02/2025
Event Status: Ready for Responses

Section #: Name:

1 Section 1 - Solicitation Contact Information

1.1 Solicitation Contact Information

All communication with the University regarding this Solicitation shall only be directed to the following University Purchasing Officer:

Mary Ford Williams
mswilliams1@ua.edu
(205) 348-5035

Please reference the Event ID and Event Name on any communications.

1.2 Accessing Solicitation Within ESM Sourcing System

This Solicitation is being administered through the University's electronic system, ESM Sourcing. All Bidders should view and respond to this Solicitation through the ESM Solutions system. See comprehensive Submission of Bids instructions in the Solicitation Instructions and Terms section below.

If you have already registered with ESM Sourcing and have been invited to this Solicitation no further action is needed.

If you have not registered with ESM Solutions or are not familiar with the process in general, please refer to the following information: <http://purchasing.ua.edu/open-bid-and-award-status/>

Once your registration is completed, you may request to be invited to this Solicitation by emailing the Purchasing Officer above. Please be sure to include the Event ID, Event Name and your Supplier Name as registered with ESM with your request.

2 Section 2 - Intent and Scope

2.1 The University of Alabama (herein "Lead Public Agency") on behalf of itself and the GovM/MT Government Purchasing Cooperative, the members of the Advisory Council and all states, local governments, school districts, higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified Suppliers (or "Manufacturer(s)") to enter into a Master Agreement for a complete offering of Cardio and Strength Training Equipment and Related Products and Services.

2.2 The general objectives of this Solicitation are:

- A. Provide a comprehensive competitively solicited and awarded Master Agreement offering Products and Services covered by this Solicitation to Participating Public Agencies.
- B. Establish the Master Agreement as the Offeror's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Offerors and Participating Public Agencies through a single competitive solicitation process that

reduces the Offeror's need to respond to multiple solicitations and Public Agencies' need to conduct their own solicitation process; and

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.3 The intent of this Solicitation is to establish a Contract or Contracts to deliver, install, and service the broadest possible selection of products and services to meet the diverse needs of Participating Public Agencies. Manufacturers shall provide pricing in the format requested and various options listed in the Supplier Pricing Forms. All pricing shall be in the format requested (e.g. discount off of manufacturer's list price, hourly rates, etc.). Manufacturers shall also exemplify their ability to support a nationwide Contract through their network of Dealers with the Products and Services specified herein.

2.4 Respondents may have varying offerings based on their specific business. Please include a complete and comprehensive catalog, and all capabilities and offerings, which may include but are not limited to the categories below. Respondents are not considered disqualified if one or more categories are not offered by the Respondent.

- Strength Training Equipment: racks and plate loaded, selectorized machines, benches, weight plates, bars, dumbbells, leg press, storage, and all other strength building equipment offered by the Manufacturer.
- Cardio Equipment: treadmills, ellipticals, exercise bikes, arc trainers, rowers, and all other cardio equipment offered by the Manufacturer.
- Accessories and Related Products: dumbbells, mats, foam rollers, resistance bands, collars, and all other accessories and related products offered by the Manufacturer.
- Installation and Related Services including but not limited to: installation of equipment, training, consulting, design services and all other related services offered by the Manufacturers and their network of Dealers.

2.5 The general and technical specifications, together with the related information, drawings and any addenda, comprise the requirements for this Solicitation.

3 Section 3 - GovMVMPT Purchasing Cooperative

3.1 GovMVMPT Purchasing Cooperative (herein "GovMVMPT") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high-quality products and services by large and well-recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

3.2 Innovative Government Services Association

a. Innovative Government Services Association (IGSA) is designed to provide best-in-class competitively bid contracts to public and nonprofit agencies and organizations. The founders have a long history of providing successful programs and services in these sectors and founded IGSA to continue the non-profit mission of providing value-added programs and services while giving back to the communities that we live and work in.

b. GovMVMPT is IGSA's premier national cooperative purchasing program designed exclusively for public agencies and nonprofits.

3.3 Participating Public Agencies

a. The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payments, etc.

b. The Lead Public Agency is acting as "Contracting Agency" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency. Participating Public Agency releases Lead Public Agency, GovMVMPT, and any other Participating Public Agencies, including their respective agents, directors, employees or representatives from any acts, liabilities, damages, etc., incurred by Participating Public Agency.

c. Use of the Master Agreement by any Public Agency is preceded by their registration with GovMVMPT as a Participating Public Agency in the GovMVMPT Purchasing Cooperative program.

d. Registration is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). MICPA outlines the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of MICPA is included as Attachment A, Exhibit D.

e. By using the Master Agreement, any such Participating Public Agency agrees that it is registered with GovMVMPT, whether pursuant to the terms of the MICPA or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between Supplier and the Lead Public Agency will be the same as that available to Participating Public Agencies through GovMVMPT.

3.4 Estimated Volume

a. The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 million dollars annually. While no minimum volume is guaranteed to Supplier, the estimated volume is based on the current annual volumes of the Lead Public Agency and other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through GOVMVMPT as well as through volume growth into other Public Agencies employing a coordinated marketing approach between Supplier and GOVMVMPT.

3.5 Marketing Support

a. GOVMVMPT provides marketing support for each Supplier's products through the following:

1. Sales and marketing personnel that directly promote the GOVMVMPT Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.

2. GOVMVMT provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through GOVMVMT.

3.6 Multiple Awards

- a. Multiple awards may be issued as a result of this Solicitation. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.
- b. The Lead Public Agency reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple awards, primary, secondary, and tertiary, whichever is in the best interest of the Lead Public Agency and Participating Public Agencies as a result of this Solicitation.

3.7 Evaluation of Proposals

- a. Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.
- b. Other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Solicitation and provides the best overall value will be eligible for a Contract award. GOVMVMT reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

3.8 Additional GOVMVMT Information and Requirements can be found in Attachment A.

4 Section 4 - Information and Expectations

4.1 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 38,000 students and workforce of 7,000 through its on-campus environment. The University's research, 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.

4.2 The University maintains a philosophy of excellence in all of its programs. The University expects its Contractors to provide and adhere to the same standard of excellence and the products and/ or services provided must be reflective of this quality. The University expects the Contractor to provide the customer service, time, resources and personnel necessary to provide excellent products and/ or services.

4.3 The University purchases cardio and strength training equipment for needs considered traditional to higher education which include, but are not limited to, new equipment, renovation projects, and new construction as well as replacement of existing equipment as needed for Campus.

5 Section 5 - General Specifications - RFP

5.1 Contract Term

Five (5) year initial term with one renewal period of five (5) years unless mutually agreed otherwise. Total duration of the contractual period shall not exceed ten (10) years.

5.2 Effective Date

The effective date of the Contract shall be the date upon which the Parties execute the Contract and all appropriate approvals have been received or as mutually agreed otherwise.

5.3 Entire Contract

The issuance of a Lead Public Agency signed Contract document is required to constitute a Contract between the successful Supplier(s) and the Lead Public Agency which shall bind the successful Supplier(s) to furnish, deliver, and set in place 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 Contract. No shipments are to be made to the Lead Public Agency or any Participating Public Agency without appropriate authorization. The Supplier(s) must communicate directly with the University or any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payments, etc.

5.4 General Requirements – Preferred

- A. All Dealers authorized by Manufacturers to provide Products and Services must adhere to all applicable terms and conditions of the Manufacturer's Contract(s) resulting from this Solicitation including, but not limited to, pricing, order placement, invoicing, installation, warranty issues, insurance requirements, and other associated services. Dealers shall be expected to stay current with awarded Contractor(s) products, pricing, Contract terms, and any other associated requirements. Failure of Dealers to adhere to applicable terms and conditions of the Contract(s) may result in termination of Manufacturer's Contract.
- B. Dealers shall have the ability to accept orders from Participating Public Agencies and invoice them directly. Participating Public Agencies reserve the right to place orders associated with the Contract(s) resulting from this Solicitation directly to Dealer(s) for all Products and Services included or directly with Manufacturer(s).
- C. All Products provided under this Contract that require assembly and installation should be performed by the Manufacturer or a Dealer authorized by the Manufacturer. All installation work should meet the Manufacturer's specifications and industry standards. All installation shall be performed according to the standards established by the terms, specifications, and drawings of the associated project. It shall be the obligation of the Manufacturer or Dealer responsible for installation to obtain clarification from the Lead Public Agency or Participating Public Agency concerning questions or conflicts in the specifications and drawings in a timely manner as to not delay the progress of the work.
- D. All Dealers providing Products and/or Services associated with resulting Contract(s) to the Lead Public Agency shall be expected to adhere to The University of Alabama General Terms and Conditions. Other Participating Public Agencies may require the same or similar requirements which shall be provided by each Participating Public Agency directly to Manufacturers and/or Dealers. Failure of Dealers to adhere to these

supplemental requirements may result in termination of Manufacturer's Contract.

E. Participating Public Agencies may use various methods to order Products or Services in which case, the Supplier is expected to accommodate any such requirements including purchase orders, procurement card orders, and electronic commerce.

F. Manufacturer and/or Dealers shall not use photographs, video, drawings or any other visual representation of any work performed under this Contract for the commercial promotion of the Manufacturer and /or Dealers business without the prior written permission from the applicable agency. This includes, but is not limited to, print and video advertisements, use at trade shows, submissions to professional organizations, photographs, or electronic publications. This provision shall apply to any subcontractors.

G. It will be the responsibility of the Manufacturer to either furnish or provide access to an electronic catalog or a dedicated website that provides pictures, manufacturer's published retail price lists, and all discounts and rates applicable to any resulting Contract(s).

H. Any Products or Services the successful Contractor or Lead Public Agency would like to have added to the Contract shall be mutually agreed upon between the Contractor and the Lead Public Agency. Unless agreed otherwise, the discount/ pricing structure shall be the same on new or replacement Products as established by the Contract.

5.5 Technical Specifications - Preferred

A. All Products offered must be new, unused, latest design, and technology unless specified otherwise.

B. Product Standards and Guidelines- Please include which guidelines your equipment complies with and if it meets or exceeds these expectations. Examples are listed below:

1. All Products should be manufactured and labeled in compliance with all recognized standards and guidelines specific to Respondent's product offering, including, but not limited to:

- a) American Society for Testing and Materials (ASTM)
- b) International Organization for Standardization (ISO)
- c) Occupational Safety and Health Administration (OSHA)
- d) National Fire Protection Association (NFPA)
- e) National Institute of Occupational Safety and Health (NIOSH)
- f) American National Standards Institute (ANSI)
- g) Underwriters Laboratories, Inc. (UL)
- h) Environmental Protection Agency (EPA)
- i) Business Institutional Furniture Manufacturers Association (BIFMA)
- j) ANSI/HFES and/or BSR/HFES (Human Factors Engineering of Computer Workstations)
- k) CPSIA 1303 or 16 C.F.R 1303 (Ban of Lead-Containing Paint)
- l) ANSI/BIFMA X5.1 (Office Seating), X5.4 (Lounge and Public Seating), X5.5 (Desk Products) X6.1 (Educational Furniture) and e3 (Furniture Sustainability Standard)
- m) California Air Resources Board (CARB) (Formaldehyde Emissions)
- n) California Proposition 65 (Lead and Other Toxic Substances)
- o) California Bureau of Electronic and Appliance Repair, Home Furnishings, and Thermal Insulation (BHFTI) (Technical Bulletin 117)

2. If any Products purchased require a Material Safety Data Sheet (MSDS), the MSDS should be included with the associated shipment.

C. "Energy Star" guidelines established by the Environmental Protection Agency should be followed when applicable. Guidelines for equipment labeled as such can be found on the Energy Star website at www.energystar.gov. All equipment purchased by Participating Public Agencies which fall into this category must be "Energy Star" labeled.

D. The following shall be considered defects, without being limited thereto: Permanent etching, staining, discoloration, fading, other deterioration of finishes, and Operational failures.

E. All Dealer(s) listed must be authorized to make warranty repairs or otherwise to the manufacturer that they are listed, regardless of the Dealer who processed the original order.

F. Manufacturer and/or Dealer is responsible for all unloading.

G. Dock Delivery (Drop Ship) – When required, all deliveries shall be delivered to the site.

H. Inside Delivery without Installation – When required, all deliveries shall be delivered to the site, unloaded and moved to a designated area in the building.

I. Delivery with Installation – For the purpose of this Solicitation, the following shall describe the installation services required by the Lead Public Agency that should be included in the discount off of list pricing for the installation option of the Supplier Pricing Forms. "Installer" shall refer to the Manufacturer or Dealer that is responsible for the installation services.

1. Quoting / Pricing

- a) The Installer reviews the Product(s) to be selected with the Lead Public Agency designer to confirm Product(s) meets the size, finish, accessibility requirements, power requirements, and applicable building codes.
- b) The Installer is responsible for taking all critical field dimensions and assumes all responsibility for those measurements.
- c) The Installer will coordinate with the Manufacturer if physical samples are required and coordinate the delivery of those samples for the Lead Public Agency designer to review.
- d) Product concerns or recommendations are to be communicated to the Lead Public Agency designer for the Product(s) to be reselected.
- e) The Installer shall provide a plan with itemized pricing to include quantity, finish information, name of product, location, list price, percentage discount, adjusted price, and extended price.

2. Installation

- a) Communicate with the Lead Public Agency regarding installation dates and coordinate the delivery of the specified Product(s).
- b) Install specified Product(s) as previously coordinated unless advised otherwise by Lead Public Agency.
- c) The Lead Public Agency will inspect installed Product(s) and provide a punch list of Product(s) to be adjusted or corrected to the Installer within 48 hours of the installation completion.
- d) The Installer shall coordinate the replacement or repair of any Product(s) directly with the Manufacturer.

J. Normal Hours: Normal operating hours for the Participating Public Agency. For example, the Lead Public Agency's normal operating hours are 8:00 am – 5:00 pm cst, Monday through Friday.

K. After Hours: All hours outside of the Participating Public Agency's normal operating hours.

L. In the event specific services are required in lieu of the delivery with installation services described above, such services shall be priced on an hourly basis as requested on the Supplier Pricing Forms and described as follows:

1. Installation: May include services such as unpackaging, assembling per manufacturer specifications, installation per Participating Public Agency's specifications, etc.
2. Design: Manufacturer or Dealer shall recommend and design appropriate layouts to fit the need of the Participating Public Agencies. Such services may include, but are not limited to, providing weight room layouts and/or equipment selection that meet all applicable codes, pricing, and assisting in Product selection that meet commercial standards.

3. Project Management: Manufacturer or Dealer shall provide project management services to assist the Participating Public Agencies complete their projects on-time and within budget. Such services may include, but are not limited to, providing information regarding ship dates and installation dates for the requesting public agency, communicating with the manufacturer for the production schedules, facilitating in the coordination of delivery, managing the installation of production, and completing punch items via the contract terms.
4. Other services that may not be identified in this Solicitation may be needed from Manufacturers or Dealers from time to time. Pricing and services rendered shall be as mutually agreed between the Manufacturer or Assisting Dealer and the Participating Public Agencies.

M. The Manufacturer and/or Dealer is responsible for final cleaning of all items installed by their crew(s). All protective materials shall be removed, all surfaces cleaned of dirt, smears, fingerprints, etc. All items are to be prepared for final acceptance by the Participating Public Agency.

N. Storage - Ninety (90) days of storage provided by the Manufacturer and/or Dealer should be included in all pricing. Any additional days should be priced at a monthly rate or other proposed fixed rate(s).

O. Safety - All Manufacturers and/or Dealers performing Services for any Participating Public Agency is required and shall comply with all applicable safety rules, regulations, and standards including, but not limited to, compliance with Occupational Safety and Health Administration (OSHA) standards.

P. Manufacturers should provide warranties for products and workmanship that meet or exceed industry standards. Warranties should include, but are not limited to, guarantees, response times for repairs or replacement, warranty period include start date, life expectancy of materials, and return policies.

1. The following shall be considered defects, without being limited thereto: Permanent etching, staining, discoloration, fading, operational failures and other deterioration/damages of finishes or equipment.

5.6 Financial Specifications

A. It is the Supplier's responsibility to verify any information, measurements and obtain any clarifications prior to submitting the Solicitation Response. The Lead Public Agency is not liable for any errors or misinterpretations made by the Supplier in response to this Solicitation.

B. The quoted price involving Products must include all necessary accessories to make a complete functioning unit unless specifically stated in the Solicitation.

C. Quoted price must include all costs necessary for the production of the specified Products and Services including shipping and handling, installation, training and implementation, when applicable.

D. Quoted price must include all travel expense associated with the Products and Services required by this Solicitation.

E. Participating Public Agencies reserve the right to negotiate with awarded manufacturers or bid individual purchases.

F. In the event after hours services are required, such rates shall be as mutually agreed upon between the Participating Public Agency and Manufacturer(s) and/or Dealers.

G. Unless otherwise expressly agreed in any exhibit to this Contract, discounts and/or hourly rates shall not be eliminated or reduced during the initial term.

H. Manufacturers shall be required to offer any special Products and/or Services promotions made available to the general public to Participating Public Agencies. If items on promotion have a lower net price than what is available through this Contract, then Manufacturers shall offer the lower of the two prices for the Products and/or Services to the Participating Public Agencies.

I. Price list increases shall be limited throughout the duration of the Contract. The details of such limitation shall be determined prior to Contract award. See associated information in section 7.6.H.

J. All quotes shall include a validity period and shall not be impacted by any price increases that may occur prior to quote validity end date. It is the Participating Public Agency's responsibility to confirm pricing when outside of validity period.

6 Section 6 - Proposal General Requirements

6.1 Key Event Dates

Although subject to change, the University expects to adhere to the following time and event schedule relative to this Solicitation Process.

June 4, 2025	Solicitation Issued
June 24, 2025	Pre-Proposal Conference 2:00 PM CST (See Section 6.4 for related information)
July 2, 2025	Deadline to Submit Questions
July 30, 2025	Proposals Due

*Dates are approximate

6.2 Respondent Communication

To ensure that Solicitation documentation and subsequent information (modifications, clarifications, addenda, written questions & answers, etc.) is directed to the appropriate persons within the Supplier's firm, each Supplier who intends to participate in this Solicitation should provide the following information to the Purchasing Officer. Prompt, thorough compliance is in the best interest of the Supplier. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Supplier. Without the prompt information, any communication shortfall shall reside with the Supplier.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Additional contact persons with same information provided as primary contact

This contact information and intent to propose may be transmitted via e-mail to Mary Ford Williams, mswilliams1@ua.edu.

All communication with the University regarding this Solicitation shall only be directed to the University Purchasing Department.

6.3 Questions

Suppliers should submit all questions regarding this Solicitation using the Q&A function within the Solicitation (See [Supplier Response Process User Guide – Q&A Section](#) for instruction). Questions should be submitted no later than the Q&A Cutoff Date and Time for the Solicitation. The University's response to requests for interpretation shall be made as promptly as is practicable. The University may choose to respond to such requests through the Q&A function within the Solicitation or by formal Addendum, either of which shall be made part of the Solicitation. Failure by the University to send or any potential Supplier to receive such interpretation(s) shall not relieve any Supplier from any obligations under the Solicitation or the Supplier's Response. Any interpretations, corrections or changes to the Solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.

Oral answers given are not binding.

6.4 Pre-Proposal Conference

A Pre-Proposal Conference will be held virtually on Tuesday June 24, 2025 at 2:00 PM CST to clarify the University's expectations to Suppliers. Qualified Suppliers who would like to participate should email the Purchasing Officer to request access. The University reserves the right to limit access to only Suppliers deemed as qualified as solely determined by the University. Details of the conference including instructions on how to access will be provided in advance of the conference to Suppliers that requested access and were deemed as qualified. Persons having technical knowledge of the project requirements should participate.

NOTE: Attendance at the Pre-Proposal Conference is not mandatory but highly encouraged due to the complexity of the Solicitation requirements and other issues that may affect Supplier Responses. Some of which may not be fully detailed in the Solicitation, but may be discussed during the Pre-Proposal Conference. Minutes or notes from the Pre-Proposal Conference will not be taken by the University and will not be made available to potential Suppliers.

6.5 Preparation of Offers

Supplier is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Supplier will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Supplier's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be submitted in a single volume except as otherwise specified.

An electronic version of University's [General Terms and Conditions](#) are available through The University of Alabama Purchasing website.

In the event of any conflict between any provision of this Solicitation and any provision of the above referenced General Terms and Conditions and Solicitation Instructions and Terms, Section 1.0, the provisions of this Solicitation will control and shall be contracting and binding on the parties.

6.6 Additional Products or Services

Any products or services the successful contractor or department would like to have added to the Contract must be approved by the Procurement Department. Unless noted otherwise, the discount/ pricing structure shall be the same on new or replacement products as established by the Solicitation. The University shall receive at least thirty (30) days notice prior to the introduction of new or replacement products and the discontinuance of those included in this Solicitation.

6.7 Proposed Deviations from the Solicitation

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 in accordance with the Transmittal Letter, Section 7.2.D. 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 RFP.

NOTE: Suppliers shall not submit their standard terms and conditions as exceptions to the Solicitation Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

6.8 Proposal Submission and Deadline

Suppliers should submit their proposal through the online ESM Sourcing Portal by the due Date and Time specified for this Solicitation. To obtain access to the bid in ESM Sourcing refer to Section 1.2 of Solicitation Instructions and Terms.

Suppliers must retain a copy of their proposal for their records and use.

NOTE: Each Supplier is solely responsible for the timely submittal of its proposal. Proposals shall be submitted electronically, through ESM Sourcing, prior to the closing time set for receipt of offers. Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or emails are not acceptable.

6.9 Supplier Presentations

All Suppliers whose proposals are judged acceptable for award may be required to make a Supplier presentation/demonstration to the evaluation committee prior to the award of Solicitation. Selected Supplier (s) shall be given a script and/or instructions for the presentation in order to provide the evaluation team further insight regarding their proposal and to clarify any issues. Failure of a Supplier to conduct a demonstration/presentation on the date scheduled may result in rejection of the Supplier's proposal.

Supplier(s) will be notified in advance of the time and format of such meetings. Since the Lead Public Agency may in its discretion choose to award Contract(s) without engaging in discussions or negotiations, the Response submitted shall reflect the Supplier's best offer for providing the Products and Services described in this Solicitation.

6.10 Confidential Information

Supplier must specifically designate any information or material as "Confidential" in accordance with this Section. This designation should apply to any material that the Supplier treats as confidential or proprietary.

Confidential/proprietary information shall be submitted as follows:

- Electronic Submission: Any confidential or proprietary information should be included at the end of the Solicitation Response with a cover page marked confidential preceding the confidential information.
- Non-Electronic Submissions: All confidential or proprietary information should be placed in a separate envelope and marked confidential.

Information that is not designated as confidential or proprietary in this fashion will not be treated as confidential or proprietary. Information must be designated as confidential or proprietary with particularity. Neither a proposal Response in its entirety, nor proposed pricing will be considered confidential/ proprietary.

Supplier is aware and understands that the University is a public institution created by the Alabama Constitution and supported through various statutory grants of authority. The University may be required to disclose documents or other information to the public from time to time pursuant

to applicable law. These disclosure obligations may apply to documents or other information regardless of any designation as protected, proprietary, confidential, or any other language limiting disclosure. For example, Contractor specifically recognizes that any documents it provides to the University in connection with the contract may be treated as public records and subject to disclosure pursuant to Alabama's Open Records Act, Alabama Code §§ 36-12-40 and 36-12-41. In addition, members of the public may be entitled to access, inspect, review, copy, or otherwise obtain documents pursuant to other sources of law. Supplier assumes responsibility for designating with specificity any material that it requests University treat as confidential and agrees that failure to designate such information in accordance with this provision and in accordance with Paragraph 26 of the General Terms and Conditions will result in the University deeming that information non-confidential. Further, Supplier understands, accepts, and assumes the risk that the University may be required to disclose any information, whether confidential or non-confidential, as required by law, and Contractor recognizes and accepts that the University will comply with all disclosure laws it deems applicable to it in its sole discretion. The University is not required to notify Contractor of any request for access or inspection of documents.

6.11 Financial Statements

Supplier's financial statements for the previous accounting year may be required for Solicitations. If requested as part of Supplier's Response by the Solicitation, financial statements should be submitted in accordance with the Electronic Submissions instructions in the previous section. If requested during the evaluation phase of the Solicitation, financial statements should be provided by overnight delivery or by secure electronic submission to the requesting Purchasing Officer within seventy-two (72) hours of request. Financial statements will be accepted in any form provided they include an Income Statement and Balance Sheet. Although not a mandatory requirement, it is preferred that financial statements be audited and certified. Financial statements, when required, ensure that Respondents have the financial capability to fulfill the requirements of the Contract(s). Financial statements shall be deemed "Confidential" in accordance with the previous Section.

6.12 Response Validity

Any submitted proposal shall remain a valid proposal for six (6) months after the proposal due date.

6.13 Restrictions on Communications with University Staff

From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Suppliers are not allowed to communicate about the subject of the Solicitation with any University administrator faculty, staff, members of the Board of Trustees, or any other Contractor who may be assisting the University with this Solicitation in any capacity except:

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

If violation of this provision occurs, the University reserves the right to reject the Supplier's Response to this Solicitation.

6.14 Section Titles in the Solicitation

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

6.15 Termination for Convenience

The University of Alabama, Purchasing Department, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.16 Insurance

When required by Participating Public Agencies, the successful Supplier(s) and/or their Assisting Dealer(s) shall provide the Participating Public Agency a certificate of insurance listing the required types of insurance and minimum liabilities specified in the Insurance Requirements section of Solicitation unless mutually agreed otherwise.

Proof of insurance must be received by Participating Public Agencies within three (3) days of request and may be a precursor to a Contract being issued or order being placed.

The Lead Public Agency reserves the right to terminate any resulting Contract if the Supplier fails to keep these policies in force for the required amounts or for the duration of the Contract period.

If applicable, the umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

6.17 Vendor Disclosure Statement

The successful Supplier must provide the University a Vendor Disclosure Statement in compliance with the requirements linked below prior to a purchase order or Contract being issued.

<http://purchasing.ua.edu/vendor-disclosure-statement/>

6.18 State of Alabama Immigration Law Compliance

By submitting a Response to this Solicitation, Supplier agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535), as amended. The successful Supplier must provide written certification they are in compliance with Section 9 of the Immigration Law (Act 2011-535) prior to a purchase order or Contract being issued by submitting one of the following:

- Certification of Compliance

or

- One-page E-verify Employment Eligibility Verification form.

See **Attachment – State of Alabama Immigration Compliance Law** for additional information.

7 Section 7 - Proposal Format and Content

7.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Suppliers should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Suppliers use the same numbers for the following content as are used in the Solicitation.

Supplier's complete Response to be uploaded, as one attachment, in the Supplier Response section.

- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 – Supplier Qualifications
- Criteria 2 – Services Defined
- Criteria 3 – Financial Proposal (Refer to section 7.6 below)
- Criteria 4 – Evidence of Successful Performance and Implementation Schedule
- Criteria 5 – GovMVT compliance documents (Attachment A, Exhibits A through I)
- Other Additional Information

7.2 Transmittal Letter

The Transmittal Letter accompanying the Solicitation shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Supplier. It shall include:

- A. A statement referencing all addenda and written questions, the answers and any clarifications to this Solicitation issued by the University and received by the Supplier. If no addenda have been received, a statement to that effect should be included.
- B. A statement that the Supplier's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- C. A statement that the Supplier will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- D. A statement that summarizes any deviations or exceptions to the Solicitation requirements and includes a detailed justification for the deviation or exception.
- E. A statement that identifies the Confidential Information such as Financial Statements
- F. A statement of compliance with all requirements of the Solicitation specifications

Note: Suppliers shall not submit your standard terms and conditions as exceptions to the Solicitation Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

7.3 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

7.4 Criteria 1 - Supplier Qualifications

The purpose of the Supplier Qualifications section is to determine the ability of the Respondent to perform the requirements of this Request for Proposal. Suppliers must describe and offer evidence of their ability to meet each of the qualifications listed below.

- A. Suppliers shall provide a response to the following Exhibits in Attachment A:
 1. Exhibit A, Questionnaire for National Consideration
 2. Exhibit B, Supplier Response - which includes Offeror's qualifications on national commitments, company, order processing and distribution, and sales and marketing
 3. Exhibit C, Administration Agreement, signed. Any concerns with the terms and conditions of the Administrative Agreement should be clearly identified in suppliers response and accompany the signed agreement.
 4. Exhibit D, Master Intergovernmental Cooperative Purchasing Agreement
 5. Exhibit E, Lead Public Agency Certificate
 6. Exhibit F, Federal Funds Contract Provisions
 7. Exhibit G, FEMA (Federal Emergency Management Agency) Contract Provisions
 8. Exhibit H, New Jersey Business Compliance
 9. Exhibit I, State Notice Addendum
- B. Supplier shall provide an organizational chart and proposed management team for this account.
- C. Supplier shall provide a statement that they are the manufacturer or a fully authorized dealer/distributor for any of the products/services proposed.
- D. Supplier shall describe any current public lawsuits, legal actions or governmental investigations including, but not limited to, parties of dispute, and equipment affected, cause of action, jurisdiction and date of legal complaint. Include in this section any loss of licensing or certification your firm or its personnel have experienced in the past five (5) years.

7.5 Criteria 2 – Product/Services Defined

Suppliers shall include all capabilities and offerings which may include but are not limited to the categories listed in Section 2.4. Suppliers are expected to review Product and/or Service requirements in Section 5.0 and describe in detail how Supplier will fulfill each requirement including, but not limited to products and services to be provided and personnel to be assigned to the University. The requirements should be answered in the order in which they are listed and followed by the responses to the questions listed below. References to websites, URLs, or documents not included in the proposal are not acceptable responses. Any additional detail or information you wish to be included, which is not required should be included in **Criteria 5 – Other Additional Information** section.

- A. Manufacturers shall include all warranty information for all Product and Services included in the Response including, but not limited to:
 1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 2. Warranty period start date. The Lead Public Agency desires the warranty period start at the time of delivery and installation and repairs are expected to be made within six (6) weeks if new parts are required.
 3. Availability of replacement parts.
 4. Life expectancy of equipment under normal use.
 5. Detailed information as to proposed return policy on all equipment.

7.6 Criteria 3 – Financial Proposal

A. The Financial Summary shall contain complete financial offer made to the University fully describing all aspects of the proposal. Describe in detail the financial proposal you are offering the University for the Products and Services to be provided per the Solicitation. All costs associated with the Solicitation for which the University is responsible must be included. Responses must be shown as a percentage discount from manufacturer's published retail price list (MSRP). This discount must include but is not limited to: furnish, deliver, and set in place the product,

all equipment, materials, labor, tools, supplies, transportation, disassembling/reassembling equipment that's under warranty and other expenses, fees, surcharges, and/or tariffs necessary to furnish, deliver, and set in place the equipment.

B. Attachment B: Manufacturers are required to provide a fixed percentage discount from a manufacturer's published retail price list (MSRP) or other objectively verifiable criteria for all products offered under the categories listed in Section 2.4.

A copy of the MSRP or other verifiable criteria shall be included in the proposer's response. If the list price or catalog is available electronically, proposers may include the electronic file or provide a link to a website with detailed instructions on how to access the pricing on the website. The fixed discounts and pricing supplied shall reflect the National pricing, regardless of the location of Participating Public Agencies.

C. Manufacturers are required to complete Attachment B – UA25-129 Supplier Pricing Forms. The following pricing options are requested:

1. Base Discount(s) – Quote Sheet 1

- a) Discount(s) shall be shown as a percentage discount from manufacturers published retail price list (MSRP).
- b) Includes dock delivery (drop ship)
- c) Discounts by category are acceptable, but it is highly preferred to limit categories.
- d) All discounts should apply to all Participating Public Agencies and should not vary by state or region.

2. Inside Delivery without Installation – Quote Sheet 1

- a) Discount(s) shall be shown as a percentage discount to be subtracted from Base Discount to adjust pricing for this additional service.
- b) All discounts should apply to all Participating Public Agencies and should not vary by state or region.

3. Delivery with Installation – Quote Sheet 2

- a) Discount(s) shall be shown as a percentage discount to be subtracted from Base Discount to adjust pricing for this additional service.
- b) Discount(s) by state are allowed as per Supplier Pricing Form.
- c) Shall include Installation Services as described in Section 5.5.I.

Please note that the hourly rates described in the next four sections may be used by Participating Public Agencies as an alternative to the delivery with installation percentage discount adjustment previously described.

4. Installation Rate(s) – Quote Sheet 2

- a) All rates shall be hourly in USD.
- b) Rate(s) by state are allowed as per Supplier Pricing Form.
- c) Shall include Installation Services as described in Section 5.5.L.

5. Design Services Rate(s) – Quote Sheet 2

- a) All rates shall be hourly in USD.
- b) Rate(s) by state are allowed as per Supplier Pricing Form.
- c) Shall include Design Services as described in Section 5.5.L.

6. Other Services Rate(s) – Quote Sheet 2

- a) All rates shall be hourly in USD.
- b) Rate(s) by state are allowed as per Supplier Pricing Form.
- c) Shall include Other Services as described in Section 5.5.L.

D. Market Basket Pricing

1. Reference Attachment C - Market Basket

For price comparison purposes and verification of discounts offered in Attachment B, Proposers must submit unit prices for all items provided as Attachment C-Market Basket Pricing. The items provided are examples of products for purposes of the Market Basket. Proposers may offer pricing for similar products rather than exact product matches. In such cases, Proposers shall list the like or similar product and identify any differentiating factors of the product that may impact price or functionality. Proposers should not consider the Market Basket items as "core" or high-volume items. The pricing submitted does not solely determine the lowest price. Proposals must comply with all requirements of the RFP and provide the broadest and most comprehensive products and services offering possible.

For evaluation purposes, the Supplier should provide the pricing information requested on each line item as well as include specifications on that item for quality evaluation.

E. Proposals should detail any additional pricing incentives or rebates that may be available based on volume discounts, dollar amounts or other criteria.

F. Supplier should provide pricing for all product, services, supplies and accessories carried in a Supplier's catalog(s), price book(s) or otherwise available by special order as part of this solicitation.

G. Discounts for large orders may be proposed. Please provide your definition of a large order to qualify for any additional discounts. Please indicate the large order additional discount percentage or percentages.

H. If a manufacturer(s) has restocking fee requirements, the manufacturer(s) must list any fees associated with returning products.

I. Provide proposed method for which price list increases shall be limited, documented, and managed throughout the Contract.

7.7 Criteria 4- Evidence of Successful Performance and Implementation Schedule

A. Provide references to or attach copies of any unsolicited industry press, which demonstrate your firm's commitment to continuous product development, and a proven record of accomplishment of customer satisfaction. This information may include but is not limited to trade publication articles, third party reviews, awards, citations, case studies, or benchmark reviews by research organizations.

B. Supplier shall provide an implementation and transition schedule for the proposal submitted, when relevant to the Solicitation project.

7.8 Criteria 5 - Other Additional Information

A. Include if your equipment or a percentage of it is American made. . Some participating agencies may have a preference for weight room equipment that is manufactured in the United States, supporting domestic industry, ensuring high-quality standards, and promoting economic sustainability.

B. Equipment Color Options, branding capabilities and quality of equipment will be considered, any information regarding these factors should be included in your response.

C. Delivery options, lead time from receipt of order for standard vs. customization orders, number of national reps, and shipping capabilities

D. Supplier should include a list of any authorized dealers that will honor contract pricing and assist in your national coverage.

E. Please provide any additional information that the Supplier feels should be considered when evaluating their proposal.

F. Supplier may present any creative approaches that might be appropriate. The Supplier may also provide supporting documentation that would be pertinent to this Solicitation.

8 Section 8 - Proposal Evaluation Process and Award

8.1 Proposal Evaluation Criteria

The criteria to be used for evaluating proposals include, but are not limited to the following. Each of these criteria is addressed elsewhere in the

Solicitation document and shall be addressed under the relative Solicitation specification number.

All proposals should be complete to be considered responsive. If the proposal fails to conform to the requirements of the Solicitation, the University will determine whether the variance is significant enough to consider the proposal.

- Proposal preparation, compliance with steps and procedures utilized in the completion and submission of the proposal
- Ability to meet specifications as described herein, including compliance with terms and conditions.
- Compliance and acceptance of Supplier Commitments and all requirements of Attachment A (Exhibits A through I) for National Program consideration.
- All information associated with Section 7.0 – Proposal Format and Content above.
- Ability to present and articulate a proposal and/or demonstration clearly tailored to the University's specific needs, if requested.
- Other information as deemed relevant by the University.

8.2 Evaluation Process

The University intends to award this Contract to the Supplier submitting the best overall proposal based on an evaluation of all qualified Responses. Enhancements to the minimum requirements will be considered. Supplier bears sole responsibility for the items included or not included in the Response submitted. Exceptions to the terms and specifications contained within this request may result in disqualification.

If required, Proposers will be selected for detailed review and evaluation, including oral presentation.

The University reserves the right to be the sole judge as to the overall acceptability of any proposal and compliance with the specifications/requirements of this Solicitation.

The University shall make such investigation, as it deems necessary to determine the ability of the Supplier to provide the specified service, equipment and/or perform the requirements of this Contract in an excellent manner.

The University of Alabama reserves the right to accept in whole or in part the proposal or reject any or all Responses received as a result of this Request for Proposal 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.

A waiver of a requirement is at the University's option and if granted, will be granted to all Suppliers. Additionally, the changing of any specification within this Solicitation will be provided to all Suppliers equally.

Any award made based on Responses to this Request for Proposal is contingent upon available funding. A pre-award conference may be held with the Contract Supplier (s) prior to the final award being made.

Any Contract(s) resulting from this Request for Proposal will be awarded in writing to responsive and responsible Supplier (s) whose proposal, in the opinion of the evaluation team, offers the greatest benefit to the University.

8.3 Competitive Negotiation

After all qualified proposals that are submitted have been evaluated, the University will negotiate with the Supplier (s) that the University feels has provided the most attractive proposal(s).

All Suppliers should note the University reserves the right to request necessary modifications, accept or reject any or all proposals submitted and to make a Contract award to the Supplier that the University determines, in its sole discretion, has provided the proposal that best meets the University's needs. The University also reserves the right to waive informalities in the proposal's evaluation process. All responders should review carefully the Solicitation requirements and develop a proposal that, at a minimum, meets the expectations outlined herein.

Supplier (s) selected to participate in negotiations may be given an opportunity to submit a Best and Final offer to the Purchasing Department. All information received prior to the cut-off time will be considered part of the Supplier's Best and Final offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the Solicitation requirements or excuse the Supplier from full compliance with the Solicitation specifications and other Contract requirements if the Supplier is awarded the Contract.

8.4 Appearance Before Committee

Any, all or no Suppliers may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Supplier (s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

8.5 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

8.6 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the Contract established from this Request for Proposal. No modification or change of any provision in the resulting Contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the Director of Purchasing, and incorporated as a written modification to the Contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the Contract.

8.7 Rejection

Grounds for the rejection of proposals include, but shall not be limited to:

- A. Failure of a proposal to conform, in the sole discretion of the University, to the essential requirements of the Request for Proposal.
- B. Imposition of conditions that would, in the sole discretion of the University, significantly modify the terms and conditions of the solicitation or limit the Supplier's liability to the University on the Contract awarded on the basis of such solicitation.
- C. Receipt of proposal received after the closing date and time specified in the Solicitation.

9 Section 9 - Insurance Requirements

Contractor shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities and contractual obligations undertaken in this Contract. Contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred in association with this agreement. It is the Contractor's responsibility to verify compliance of their company's insurance coverage with the following requirements and to obtain pricing to meet these requirements prior to submitting the solicitation response. These insurance policies must be with insurers acceptable to

the University. Insurance requirements may be modified in the Insurance Requirements section of any solicitation document. In such cases, the requirements of the solicitation shall prevail.

Contractor shall assume all risk of loss or damage for property loaned, leased, rented to, or in possession of the University. This includes the loss of value due to the damage or other financial loss resulting from an inability to use the property for future endeavors. Contractor has the option to purchase property insurance on property, loaned, leased or rented to the University and the cost of insurance shall be the obligation of the contractor.

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis. A Contractor with a desire to self-insure part or all of insurance requirements outlined above must provide audited financials for the most recent fiscal year for review and acceptance by the University. If Contractor is owned by a parent company and the financials are in the name of the parent, the University requires a parental guarantee contract for the obligations accepted by the Contractor. The University reserves the right to review and revoke self-insure status, if Contractor's financial ratings with Standard & Poor and/or Fitch ratings drop below investment grade, there is a material change in the audited financials, or Contractor entity is acquired or there is any change in the ownership structure.

TYPES OF INSURANCE	BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY
Worker's Compensation (Coverage A)	Statutory – Alabama (or state of residence)
Employers Liability (Coverage B) – Per Occurrence	\$ 500,000
Commercial General Liability:	
Each Occurrence – Premise/Operation	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Limit	\$1,000,000
General Aggregate	\$2,000,000
Commercial Business Automobile Liability	\$1,000,000
Professional Liability (Errors & Omissions)	\$1,000,000 per occurrence/aggregate

The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives must be included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University.

The insurance policies shall be issued by an insurance company licensed to do business in the State of Alabama carrying an AM Best's rating of A- VII or better, and the certificate must be signed by an authorized agent.

The general and excess/umbrella liability must extend additional insured provisions and must include the following language on the certificate of insurance:

The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives are included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives.

The certificate holder will be: The University of Alabama, c/o Purchasing Dept., Box 870130, Tuscaloosa, AL 35487- 0130, ATTN: (Buyer Listed in the Solicitation). An email copy may be sent to the Buyer listed in the Solicitation.

In the event the insurance program required by the University were to have any pending claims, either at the time the certificate of insurance was produced or to later come to the attention of the Contractor, which may limit or exhaust any aggregate limits by more than 20%, the University shall be notified within 30 days. The University may require additional insurance or a reinstatement of the limits of liability, as necessary to protect the financial interest of the University.

In the event the Contractor was to cancel, alter, non-renew or allow the required insurance program to be modified to a material degree, the Contractor must provide immediate written notice to the University explaining the situation. Failure to maintain the required insurance program may result in cancellation or suspension of the Contract until a replacement certificate of insurance evidencing coverage in compliance with the University's insurance requirements is provided. The Contractor may elect to change insurance carriers without prior approval, but any replacement policy(s) must provide equal coverage and the insurance company must meet the minimum financial rating (A.M. Best's A-) established by the University.

10 Section 10 - Appendices and Attachments

Please view all Appendices and Attachments in the Attachments Link below.

All Appendices should be reviewed, completed, and returned with the Supplier's Response as instructed in Section 5.1.

All Attachments are for informational purposes only.

Event Attachments: Attachment- State of Alabama Immigration Compliance Law
Attachment B- Supplier Pricing Form
Attachment C- Market Basket Cardio and Strength Equipment Market Basket Pricing
Attachment A- GovMVM RFP Compliance

11 Section 11 - Supplier Response

1. As per Section 6.1 Respondent's complete response to be uploaded, as one attachment, below.

Please Note: All Appendices should be reviewed, completed and returned with the Supplier's Response. All Attachments are for informational purposes only.

12 Section 12 - Solicitation Instructions and Terms

All University of Alabama Solicitations are made upon and subject to the following conditions, if applicable, unless otherwise noted in the Solicitation:

1.0 Preparation of Bids

1.1 All Solicitations are subject to the provisions and requirements of all applicable laws, including, but not limited to, Article 5 of Title 41 of the Code of Alabama, and the rules, regulations and policies of The University of Alabama including The University of Alabama's General Terms and Conditions. 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 Executive Director for Procurement Services.

1.2 Solicitations are administered through the University's electronic system, ESM Source. Bidders should respond through the system. Supplier (Bidder) Registration through ESM is required, however, and is free of charge. Please reference ESM's Supplier User Guides for system utilization instructions which include, but are not limited to:

- Registering as a New Supplier
- Supplier Login
- Supplier Profile
- Supplier Response Process

1.3 Bidders are expected to examine the complete Solicitation and all attachments including drawings, specifications and instructions. Failure to do so is at Bidder's risk.

1.4 Costs for developing the proposals and any subsequent activities prior to Contract award are solely the responsibility of the Bidders. The University of Alabama will provide no reimbursement for such costs.

1.5 Bidders shall furnish information required by the Solicitation. Bidders should base their Response on the scope of work and specifications in the Solicitation and should not base Response on actual or perceived past practices not specifically identified in the Solicitation. The University is not liable for any errors, omissions or misinterpretations in Bidder's Response. The University reserves the right to reject Responses with incomplete information or which are presented on a different form. All Responses become the property of the University and will be subject to public disclosure under Code of Alabama 1975 36-12-40 and 36-12-41.

1.6 A legally authorized company representative must submit Bidder's Response. Submitting a Response certifies that the Bidder has read and fully understands all specifications and instructions and agrees to all terms and conditions stipulated in the Solicitation.

1.7 No Contingent Fees

No person or selling agency shall be employed, retained, or given anything of monetary value to solicit or secure this Contract, except bona fide employees of the Respondent or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the Contract without liability, or, at its discretion, deduct from the Contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

1.8 Prices shall be entered in spaces provided on the form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors, the University will evaluate and make determination in the University's best interest.

1.9 Should any potential Bidder doubt the true meaning of any part of the Solicitation, a written request for an interpretation may be submitted to the University. Unless specified otherwise in the Solicitation, requests for such interpretation shall be made in writing no later than 4 days/96 hours prior to Solicitation due date. Requests should be made using the Q&A function within the Solicitation (See Supplier Response Process User Guide – Q&A Section for instruction). The University's response to requests for interpretation shall be made as promptly as is practicable. The University may choose to respond to such requests through the Q&A function within the Solicitation or by formal Addendum, both of which shall be made part of the Solicitation. Failure by the University to send or any potential Bidder to receive such interpretation(s) shall not relieve

any Bidder from any obligations under the Solicitation or the Bidder's Response. Any interpretations, corrections or changes to the Solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.

1.10 From the issue date of this Solicitation until a Contract is awarded, Bidders or potential Bidders are not allowed to communicate about the subject Solicitation with any University administrator, faculty, staff, or members of the Board of Trustees of the University of Alabama except:

- As per Section 1: Solicitation Contact Information
- Any Purchasing Officer representing the University administration, or others authorized in writing by the Purchasing Office
- University Representatives during Bidder presentations or demonstrations, if applicable

Failure to comply with this requirement may be grounds for the Bidder's disqualification.

2.0 Submission of Bids

2.1 Responses, and modifications thereof, should be returned via electronic submission through ESM Source before the due date and time set forth in the Solicitation. The official time is as follows:

- Electronic submissions – Time shown within the ESM Source system within Solicitation
- Non-Electronic submissions – Time on the recording clock in the Procurement Services Building

Responses received after the designated time and date in the Solicitation will not be considered.

2.2 Responses may be modified or withdrawn if done so prior to the exact time and date for receipt of the Solicitation. Withdrawn Responses may be resubmitted, with or without modifications, up to the Solicitation due date and time. No Responses may be withdrawn after the due date and time without the express authorization of The University of Alabama Purchasing Department. For electronic submissions, modifications or withdrawals shall be made through ESM Source. See Supplier Response Process User Guide – Retracting a Response section for instructions.

2.3 For Responses other than electronic submissions through ESM Source, Bidders shall show the Solicitation due date and time, the Solicitation number, and the name and address of the Bidder on the face of the bid envelope.

2.4 The successful Bidder shall provide written certification of its compliance with the State of Alabama Immigration Law as a prerequisite to the issuance of a Purchase Order or Contract. See State of Alabama Immigration Law Compliance section of Solicitation for additional detail. To expedite the order placement process, the applicable confirming document may be submitted with the Response using the Supplier Attachment section of the Solicitation.

3.0 Specification Requirements

3.1 Unless otherwise specified in the Solicitation, all items are to be new, unused, and not remanufactured in any way.

3.2 Whenever a trade name, brand name, model or catalog numbers are followed by the words "or equal" or "approved equal" in the Solicitation, it is for the purpose of item identification and to establish standards of quality, style, and features. Responses on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the Response. The University will be the sole judge of equality and suitability. If Bidder does not identify exceptions to the specifications shown in the Solicitation, Bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the Solicitation. Any proposed "equal" item specifications should be attached to your response using the Supplier Attachments section.

3.3 Unless stated otherwise in the Solicitation, alternates will be considered. Alternates may be made in addition to responding to the Solicitation or as the only response to the Solicitation. However, the University is under no obligation to consider or accept an alternate and it reserves the right to reject any and all such Responses. The ESM Source system will only allow one Response per Bidder. If Bidders chooses to submit a second alternative Response, the Response in its entirety should be attached to your primary Response using the Supplier Attachments section.

3.4 The University reserves the right to request samples of any or all items in order to determine compliance with the specifications. The Bidder must provide the samples at no charge to the University. Samples are non-returnable and failure to comply may be cause for rejection of the Response. Samples must be received in the Purchasing Office, unless requested otherwise, within seventy-two (72) hours of the request.

3.5 A field demonstration of the equipment/products/installation and training that are being bid may be required for evaluation purposes. Such demonstration will be at the Bidder's expense and shall be given at The University of Alabama, Tuscaloosa, AL or at a site where the equipment/products/installation is functioning in a similar manner and environment to that in which it would be used at The University of Alabama. The demonstration must take place within forty-eight (48) hours of request unless other arrangements are agreed to by the University. Failure to comply with this request may be grounds for elimination of the Response from consideration in the award.

3.6 The University reserves the right to request any or all Bidders to give an oral presentation of their product(s) and/or service(s) which would include a detailed analysis of how each of the requirements described in the bid Response will be addressed, for the purpose of clarification or to amplify the materials presented in any part of the Response. Bidders may be selected for presentations and may be provided a script and/or instructions for the presentations in order to provide the evaluation team further insight regarding their Response and to clarify any issues. Failure to comply with this request may be grounds for elimination of the Response from consideration in the award. If applicable, the presentations, as solely determined by the University, will be scheduled by the University Purchasing Department prior to the award of the Contract. However, Bidders are cautioned that the Purchasing Department is not required to request such presentations; therefore, all bid Responses should be complete and meet all submittal requirements indicated in the Solicitation. The University of Alabama reserves the right to award the Contract based on Responses without discussion.

3.7 Except as otherwise specified in the Solicitation, all prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.

3.8 Unless otherwise stipulated in the Solicitation, all quantities are estimates and do not represent a minimum guarantee. The University reserves the right to purchase more or less than the estimated quantities. The University is obligated only for those quantities ordered.

3.9 Specify any quantity breaks for orders that will result in savings to the University.

- 3.10 Proposed delivery dates shall be stated in number of calendar days after receipt of order.
- 3.11 All offers shall be F.O.B. destination, freight prepaid and allowed unless otherwise specified within the Solicitation.
- 3.12 The University of Alabama reserves the right to require a performance bond from the successful Bidder at its discretion. Unless specifically to the contrary in the Solicitation, the cost of the bond shall be paid for entirely by the successful Bidder.
- 3.13 The apparent silence of this specification and any supplemental specifications as to any details, or the omission of a detailed description concerning any point shall be regarded as meaning that the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made on the basis of this statement.
- 3.14 The Bidder agrees to abide with all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required.
- 3.15 The Bidder must be factory authorized to sell and install (if required by the Solicitation) the equipment being quoted. All maintenance service must be provided by the Contractor with factory trained service personnel trained on the equipment bid. A letter from the manufacturer verifying the Bidder's status as a factory authorized dealer or reseller with factory trained installation/ service personnel must be provided within forty-eight (48) hours when requested by the University Purchasing Department.
- 3.16 For Solicitations specified as "furnish and install" the Contractor will have the complete responsibility for the items or system until it is in place and working. All transportation and cooperation arrangements will be responsibility of the Contractor. The delivery of equipment will be coordinated so that items will be delivered directly to the installation site. This will minimize the risk of damage and avoid double handling by University personnel.
- 3.17 Installation, service, training and repair will be performed by the Contractor's employees and may NOT be subcontracted with other individuals or companies unless agreed upon in writing by the University. The installation, service, training and repair personnel shall be under the direct supervision of a full time supervisor employed by the Contractor.
- 3.18 Installation, service, training and repair personnel must have an overall clean/neat appearance, uniform shirt including company name and name tag must be worn at all times. T-shirts are acceptable if company name and employee picture is displayed and name tag is affixed.
- 3.19 The Contractor shall NOT assume possession or control of any part of the installed equipment/products or any site where this work is provided.
- 3.20 It is the sole responsibility of the Contractor to ensure that all affiliates, subsidiaries or subcontractors and their agents and employees provide the product, installation and services as outlined in the specifications of this Solicitation and will conform to all requirements set forth.
- 3.21 The relationship of the Contractor to the University shall be that of the independent contractor. All equipment used by the Contractor in the performance of the requirements hereunder shall at all times be under the exclusive control of the Contractor, and all expenses incurred by the Contractor in the operations of the delivery and installation shall be paid by the Contractor without reimbursement. Nothing in the Contract will be construed as authority for the Contractor to make commitments, which will bind the University to or otherwise act on behalf of the University, except as the University may expressly authorize in writing.
- 3.22 Unless otherwise stated in the Solicitation, any provisions for trade-in of existing equipment is not included.
- 3.23 In order to conserve costs and energy, The University of Alabama follows the Energy Star guidelines established by the U.S. Environmental Protection Agency and the U.S. Department of Energy. A list of equipment categories can be found on the Energy Star website. Should the Solicitation include equipment found in the categories listed on the Energy Star website, and your company is awarded a Contract to furnish the equipment, the equipment delivered to the University must be Energy Star labeled.

4.0 Bid Openings, Evaluation and Award

- 4.1 Responses will become accessible to Purchasing within the ESM Source system after the event due date and time. Invitation for Bid Solicitation openings will be accessible by virtual method unless specified otherwise within the Solicitation. Access to the virtual bid openings will be by request only. Please contact the Purchasing buyer contact shown in the Solicitation to request access to the virtual bid opening no later than 9:00 a.m. CST of the Solicitation due date. Request for Proposal Solicitation openings will not be accessible.
- 4.2 For Invitation for Bid Solicitations, Responses will be evaluated and the award made to the lowest responsive, responsible Bidder who offers the best value to the University and meets the terms, conditions, and specifications of the Solicitation. For Request for Proposals Solicitations, Responses will be evaluated based on the criteria set forth in the Solicitation.
- 4.3 The University reserves the right to accept or reject any and all Responses or part of a Response and waive informalities, technical defects and minor irregularities in the Responses received.
- 4.4 Any award made based on Responses to a Solicitation is contingent upon available funding and shall not imply any approvals that may be required by State Law or University policies.
- 4.5 Unless stated otherwise in the Solicitation, the University reserves the right to award the Contract to the lowest aggregate Bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider Responses submitted on an "all or nothing" basis if the Response is clearly designated as such.
- 4.6 When required, the proper and timely submission of any performance and payment bonds is a material condition for award/performance of this order. The Contractor is not authorized to proceed with work and/or deliveries unless all required bonds have been obtained, are acceptable to and received by the University.
- 4.7 For Invitation for Bid Solicitations, the status of the event in ESM Source may be changed to "Awarded" prior to Contract award. Such status is for informational purposes and shall only signify the University's intent to award to the apparent lowest responsive and responsible Bidder as determined at that point in the evaluation. The University reserves the right to change its intent to award to a Bidder at any point prior to Contract award. This section applies to Invitation for Bid Solicitations only.
- 4.8 The issuance of a University Purchase Order or Contract signed by an authorized University signatory is required to formally award a Solicitation and constitute a Contract between the successful Bidder and the University. Bidder(s) reserve the right to protest. Protests of any Solicitation must be made prior to due date and time. Protests of any intended award must be made within ten (10) calendar days after the

University's intent to award to a Bidder is indicated as described above.

4.9 Bid results are only available after an award is made and will not be available to Bidders during the bid evaluation process. Bid results must be requested via Open Records Request per the instructions found at: <https://strategiccommunications.ua.edu/services/open-records>

5.0 Delivery and Installation

5.1 All items shall be properly aligned, adjusted, cleaned, fully assembled, installed and completely functioning in proper working order. No payments will be made until the entire installation and training is complete and every part of the system is functioning correctly.

5.2 The Contractor will be responsible for repair or replacing any damage incurred to the interior or exterior of University property when such damage is inflicted by the Contractor or their employees. Unless otherwise directed by The University of Alabama, installation will be performed during the University's normal workdays: Monday through Friday, 8:00 a.m. – 4:45 p.m. cst.

5.3 Risk of loss shall remain with the Contractor until all items have been installed and accepted by The University of Alabama.

5.4 No alternate products will be accepted once an order has been placed. Orders will be placed for specific products with the manufacturer brand, product number and item description indicated at time of order placement. At no time is a substitute product to be shipped to The University of Alabama.

5.5 Delivery does not constitute acceptance. All products delivered to the University as a result of an award of this Contract are subject to inspection and testing. Items that do not meet specifications will be rejected and returned to the Contractor at Contractor's expense. Failure to reject upon receipt, however, does not relieve the Contractor of this liability. If tests subsequent to delivery reveal a failure to meet specifications, the Contractor shall be deemed to have breached his Contract.

5.6 If the University is unable to allow the installation to begin at the time indicated by the Contractor, the Contractor agrees to store all items for a period of up to sixty (60) days after the specified installation date at no additional charge to the University unless otherwise specified in the Contract.

5.7 The Contractor will be required to pay the University for cleaning flooring where installation is conducted, if the Contractor soils or scuffs flooring during installation.

5.8 The Contractor shall be responsible for the proper disposal of any packing and debris resulting from his work and removing it from The University of Alabama campus.

6.0 Payment and Taxes

6.1 The Contractor shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the Contract or purchase order. The University's standard payment terms are net 30 days after acceptance.

6.2 The University reserves the right to accept or reject prompt payment discounts offered by the Contractor.

6.3 The University utilizes a Purchasing Card (P-Card) program as a method of payment. The University assumes that all Contractors will accept the University's P-Card as a method of payment. No additional charges may be added for acceptance of the P-Card. Refusal or inability to accept P-Card payments may be grounds for termination of Contract at the University's sole discretion.

6.4 The University of Alabama is a public institution as described in Alabama Department of Revenue Sales and Use Tax Rules, 810-6-3-.47.04, and is specifically exempted under the law from state sales and use taxes on all tangible personal property purchased for its sole use and benefit and under its control. The University is also entitled to exemption from the Federal Excise Tax. All Bidders shall take this into consideration when submitting their Response. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the Contractor for the performance of this Contract for the University are not exempt. All adjustments and allowances for the current sales and/or use tax shall be included in the price submitted in the Response.

7.0 Performance and Fulfillment

7.1 Contractor will be responsible for promoting products and/or services to the University campus. All promotional materials must be reviewed by the University Purchasing Department and approved prior to distribution (paper or electronic). All costs will be at the Contractor's expense.

7.2 The Contractor may be required to furnish a monthly, quarterly, or annual summary of purchases made under the provisions of the Contract. The format and frequency of the report will be determined by the University.

7.3 The Contractor must agree to replace, free of charge, all defective items delivered under Contract. All transportation charges covering return and replacement of items is to be borne by the successful Bidder.

7.4 The Contractor must provide service manuals with full documentation and schematics when applicable and appropriate.

7.5 The Contractor's employees are not allowed to bring to the University departments or job site their spouses, children, pets, or any person that is not employed by the company.

7.6 Parking - Contractor's staff members will be required to purchase appropriate University parking permits in order to access parking where such permits are required. Permits are available through Parking Services located in the Campus Drive Parking Deck, 451 Campus Drive East, Monday – Friday, 8:00 a.m. until 5:00 p.m.

12.1 Section 12.1 - Solicitation Definitions

1. Addendum - Written or graphic instructions issued by The University of Alabama prior to the receipt of Responses that modify or interpret the Solicitation documents by addition, deletions, clarification, or corrections.
2. Bidder (also referred to as "Supplier" or "Respondent") – A person, firm, or entity who submits a Response to a Solicitation. And, who has the capability in all respects to perform fully the Contract requirements and the integrity and reliability that will assure good faith performance. Any

Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

3. Contract (also referred to as "Notice of Award of Price Contract") – The entire written agreement between the parties and executed by a person authorized to execute contracts on behalf of a party, including, but not limited to, the Invitation for Bid or Request for Proposal and its specifications, terms, and conditions, Solicitation instructions, Solicitation addenda, Bidder's offer, the Contract document, and Contract amendments if any, including, without limitations, the University's General Terms and Conditions and the purchase order or agreement document excluding correspondence of any type unless specifically accepted by both parties in writing. In the event Contractor enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees or other end users not authorized to execute contracts on behalf of the University, such agreements shall be null, void, and without effect as a part of the Contract, and the terms of this Contract shall apply. Contract is non-exclusive and shall not prohibit the University from entering into similar contracts, unless explicitly stated in the Contract.
4. Contractor – A person, company, corporation, organization or other legal entity with whom the University has executed a Contract.
5. Days – All days referenced are based on calendar days, unless otherwise specified.
6. ESM Sourcing – The University's electronic Solicitation system for which bids are issued by the University and Responses are submitted.
7. Premises (also referred to as "Facilities") - Any premises owned, operated, licensed, leased, or under partial or complete control of University. Premises shall also include any other areas in which Contractor will perform the work, pursuant to this Contract.
8. Purchasing – The University of Alabama, Purchasing Department, 1500 Flint River Drive, Tuscaloosa, AL, 35404
9. Purchasing Officer (also referred to as "Buyer") - The individual assigned to the Solicitation and designated to contract for goods and/or services for The University of Alabama.
10. Response (also referred to as "Offer" or "Proposal") - A complete offer in response to a Solicitation, which if accepted, would bind the Bidder to perform in accordance with the resultant Contract.
11. "Shall", "Must" or "Will" - Indicate a mandatory requirement(s) that must be addressed. Failure to address these mandatory requirements may result in rejection of your Response as non-responsive. However, the University reserves the right to request additional information, but is not required to do so.
12. "Should" - Indicates something that is recommended, but not mandatory. If the Bidder fails to provide recommended information, the University may, at its sole option, ask the Bidder to provide information or evaluate the Response without the information.
13. Solicitation – Including but not limited to Invitation for Bid, Request for Proposal, or such other request as defined by The University of Alabama.
14. The University of Alabama (also referred to as "University") - The Board of Trustees of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama.

13 Section 13 - Questions and Answers

Question 1

If there is a requirement to provide professional liability coverage, will customer remove it since this is not applicable to Vendor's services?

Answer 1

The University reserves the right to request this coverage if needed.

Question 2

Can Bidder assign the contract without notice or consent in the event of merger, acquisition or sale of Bidder's business?

Answer 2

No, the Vendor will be required to provide notice in the event of Merger, Acquisition, or Sale of the Bidder's business.

Question 3

Will the Customer remove any "Most Favorable Customer" clause(s)?

Answer 3

Could please you provide additional clarification concerning this question?

Question 4

Will the University forgo the requirement for audited financials if Contractor chooses to self-insure a portion of their insurance policies?

Answer 4

The University reserves the right to request this information if needed.

Question 5

Are clarifications or exceptions to the terms and conditions of the Bid Documents permitted?

Answer 5

We would need to review any requests for clarification or exceptions taken to the Terms and Conditions.

Question 6

If Customer cancels the order within 60 days of the requested delivery date, refuses a shipped order or cancels an order after shipment or production begins

for Built-to-Order products, will Customer agree to pay a 20% restocking fee?

Answer 6

Please list any exceptions or requirements you may have in your response to this solicitation.

Question 7

Will Customer remove any clauses concerning "copyright ownership"?

Answer 7

No, if applicable to this solicitation.

Question 8

Will the Customer agree to allow Bidder to adjust its prices if the delivery date is more than [4] months after the designated date in the order?

Answer 8

Please include any exceptions or requirements in your response to this solicitation.

Question 9

Can Bidder show freight, installation and other charges as line items on quotes?

Answer 9

No, the price should be all encompassing to include the product, freight, installation, and any other charges as one line item.

Question 10

Will this contract only apply for University of Alabama main campus or will it also apply to University or AL-Birmingham, University of Alabama-Huntsville, and the UAB health system?

Answer 10

The intent of this solicitation is to award a National Cooperative Contract which will be made available to any Universities, Colleges, Government Agencies or qualified entities - not just in Alabama, but nationwide.

Question 11

In Attachment A - GovMVM T RFP Compliance, why does the scope of national cooperative contract state this agreement would be with Gwinnett Co Public Schools for a school nutrition program and food items? It talks about food and paper/disposables.

Answer 11

Attachment A has been replaced in its entirety.

Please review and complete the updated Attachment A with your RFP response.

Question 12

Regarding Insurance Requirements 9 - Please confirm that the following sentence doesn't apply to equipment sold to the University or for equipment supplied by the Contractor but leased by a 3rd party leasing company: Contractor shall assume all risk of loss or damage for property loaned, leased, rented to, or in possession of the University.

Answer 12

The University's intent under this solicitation is to purchase and own the products. However, in the event that any equipment is loaned, leased, or rented, it will be at the vendor's discretion whether or not to insure such equipment, and the University will not assume risk of loss or damage in those cases.

Question 13

For the resulting contract, please confirm that any time prices are increased by the manufacturer, it is permissible for prices to increase for this contract? If there is a schedule on which price increases must be submitted, please let us know.

Answer 13

As long as the current pricing is maintained electronically and easily accessible to The University and any other eligible entities utilizing this Contract and we're not charged any freight or surcharges and delivery and installation is included, the new pricing can be effective as soon as it has been updated electronically.

If pricing isn't maintained electronically or easily accessible, then a 30-Day written notice should be sent to Mary Ford Williams at The University of Alabama.

Question 14

If tariffs are increased during the length of the contract, is it permissible for the price list to be updated?

Answer 14

You can do an increase to the Manufacturer's Published Price List to cover the rising costs, but a separate line item charges isn't allowable per Section 7.6 Criteria 3 – Financial Proposal A.

7.6 Criteria 3 – Financial Proposal A. The Financial Summary shall contain complete financial offer made to the University fully describing all aspects of the proposal. Describe in detail the financial proposal you are offering the University for the Products and Services to be provided per the Solicitation. All costs associated with the Solicitation for which the University is responsible must be included. Responses must be shown as a percentage discount for manufacturer's published retail price list (MSRP). This discount must include but is not limited to: furnish, deliver, and set in place the product, 8 8 all equipment, materials, labor, tools, supplies, transportation, disassembling/reassembling equipment that's under warranty and other expenses, fees, surcharges, and/or tariffs necessary to furnish, deliver, and set in place the equipment.

Question 15

Where should we indicate our coverage area if we do not cover all states for all services?

Answer 15

If your Company doesn't cover all states, please include a statement in your response that lists your coverage area and which states are included.

Question 16

Should the Net Unit Cost on Attachment C include delivery and installation?

Answer 16

Yes, please refer to Section 7.6 Criteria 3 – Financial Proposal A.

Question 17

Some of our products require inside delivery with installation in order for the warranty to be valid. Additionally, we do not charge installation on an hourly basis, instead it is a flat rate fee. Can we edit Attachment B to better reflect what we can offer or should we explain things in a cover letter?

Answer 17

Please make note on Attachment B referring us to the Cover Letter for your explanation.

Terms and Conditions**ESM Sourcing Terms**

None

General Terms and Conditions

For purposes of this Solicitation, the "terms and conditions" shall consist of the following components:

- a) The Solicitation and any Addenda
- b) [University General Terms and Conditions](#)

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. 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.

Event Specific Terms and Conditions

None