REQUEST FOR BIDS
COMMERCIAL TURF AND SPORTS FIELD FERTILIZATION AND WEED CONTROL
SPECIFICATIONS

for

B0008275 AUM Fertilization and Weed Control
Commercial Turf and Sports Field

Due: 10:00 A.M. CST on Thursday, March 14, 2019
Auburn University at Montgomery at Montgomery
Montgomery, Alabama

February 28, 2019
Instructions to Contractors

**General Comments**
This document and all appendices are considered part of the required specifications.

AUM reserves the right to modify any part of the document at its discretion.

AUM reserves the right to reject any and all proposals.

The contractor shall perform commercial and sports field fertilization and weed control for Auburn University at Montgomery as outlined in the bid.

**Mandatory On‐Site Visit**
Mandatory On‐Site visit will be held
Thursday, March 7, 2019 at 9:00 AM
Facilities Complex Conference Room – Room 223
6461 AUM Drive, Montgomery, AL 36114

**Submission Requirements**
**One (1) original** and **two (2) copies** of the proposal will be due on
Thursday, March 14, 2019 at 10:00 am
Sealed Proposals should be delivered by the required date and time to:
Street address:
Auburn University at Montgomery at Montgomery
Attn: Lori Nielsen
7430 East Drive
Rm 921 Library Tower
Montgomery, Alabama 36117

Mailing address:
Auburn University at Montgomery at Montgomery
Attn: Lori Nielsen
Library Tower – Room 921
PO Box 244023
Montgomery, Alabama 36124-4023

Email and/or faxed proposals **will not** be accepted. Late proposals will be disqualified.
I. PURPOSE

The purpose of this bid is to establish a contract for the provision and delivery of comprehensive professional commercial and sports field fertilization and weed control for specified facilities under the jurisdiction of Auburn University at Montgomery (AUM). Auburn University at Montgomery desires to provide well-maintained accommodations for its students and guests by utilizing qualified professional contractors and sound principles of the trades to conduct Turf Care.

II. SCOPE OF THE WORK/OBJECTIVE

To award a contract, subsequent to acceptance of this bid, that shall consist of furnishing all labor, equipment, materials and management necessary for the efficient, professional and effective delivery of commercial and sports field fertilization and weed control.

III. SPECIFIC REQUIREMENTS

A. Quality Assurance / Reporting Requirements

1. Management Agent: Contracted provider shall appoint a Management Agent who shall routinely review and inspect operations performed under the contract and who shall consult with University designated representative (Contract Coordinator) at regular intervals coinciding with service delivery and/or monthly as demand for service dictates. Contractor’s Management Agent shall assure that all work is conducted as set forth in the bid and that said work meets the terms of contract to the satisfaction of Auburn University at Montgomery.

2. Operations Contact: Contracted provider shall appoint an individual within his company/operation as a primary contact for all matters pertaining to the operation/service delivery indicated under the terms of the contract. This individual shall be available to AUM’s Contract Coordinator during normal business hours and/or at any time the contracted provider’s employees are approved to be on campus for the purpose conducting work.

3. Meetings: AUM’s Contract Coordinator may arrange meetings with the contracted provider’s Management Agent, and other duly interested University representatives as necessary for the purpose of reviewing service delivery, billing inquiries, and/or any other related issues.

B. Qualification of Contractors

Since the intent of AUM is to issue a single award for the contract of professional commercial sports field, fertilization and weed control and related services as described in
these specifications, all entities/companies submitting proposals must be able to
demonstrate they possess the resources to furnish the quality, quantity and levels of service
demanded and must be able to demonstrate that their company is appropriately
experienced and has a successful record of service delivery in similar volume and quality
demanded.

1. A qualified contractor shall have adequate equipment and labor to accomplish the
   services indicated herein within the time constraints imposed. The contractor shall
   provide a list of equipment and regular/continuing employees with their bid
   submittals.

2. A qualified contractor shall have adequate management/supervisory staff to
   accomplish the services indicated herein, in compliance with the quality
   demanded.

3. A qualified contractor must have 5 years previous experience in Commercial Turf
   Maintenance and Sports Field Turf Maintenance.

4. A qualified contractor shall have financial stability sufficient to indicate a
   reasonable expectation of continuing operations throughout the length of the
   contract. AUM may request the contractor to provide their prior three years
   income statement and balance sheet, to verify financial stability.

C. Insurance and Licensure

1. The contracted provider shall be required to carry insurance, at the contractor’s
   own expense, at the minimum levels indicated following and may be required to
   furnish policies or certificates naming Auburn University at Montgomery as an
   additional insured:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>$100,000</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>a. General Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>b. Products-Complete Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>c. Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>d. Each Occurrence or Combined Single Limits</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Liability/Combined Single Limits of</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

2. The contracted provider shall be required to be duly licensed and shall provide
   copies of appropriate business/contractor’s license(s) prior to final award of
   contract.
3. The contracted provider shall be required to notify AUM immediately should any licensure, certifications and/or insurance coverage be terminated.

4. Any damage incurred to any property, regardless of ownership, resultant of work performed under the contract pursuant to these specifications shall be the sole responsibility of the contracted provider and shall be repaired, replaced or reimbursed to the satisfaction of the owner. The contracted provider shall be required to report, in writing within 24 hours, any damage to property on University premises. Failure to make report to designated representative(s) may be cause for termination of contract.

5. The contracted provider shall assume all responsibility/liability for damage to or loss of provider’s own property and equipment resultant of work performed under the contract.

D. Personnel

1. The contracted provider shall be subject to provisions of Title VII of the Civil Rights Act of 1964 and all applicable parts of Executive Order 11246, including updates. In any/all matters related to the execution of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, creed, color, sex, veteran’s status, national origin or disability.

2. The contracted provider shall take action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, age, national origin, veteran’s status or disability. Such action shall include, but not limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff for termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The contracted provider shall not discriminate against any employee or applicant because of physical or mental disability, as required by federal law – Rehabilitation Act, Public Law 93-112 of 9/26/73; Affirmative Action Clause, Section 741.3; and Americans with Disabilities Act, Public Law 101-336, 07/26/90

4. The contracted provider shall assume all responsibility for insuring that its employees are legally qualified to engage in work in the United States and that its employment practices are in full compliance with prevailing laws including regulations pertinent to the Immigration and Naturalization Service.

5. The contracted provider shall assume full responsibility for payment of all applicable local, state and federal taxes, unemployment insurance, pensions and/or social
security mandates and/or any other requirements dictated by law relative to its employees.

6. The contracted provider shall provide background checks on all employees utilized under terms of the contract. Evidence of said background checks must be presented prior to any employee initiating work under the contract. **AUM shall reserve the right to preclude any employee(s) of the contracted provider from work under the contract.**

7. The contracted provider shall insure that all its employees present and performing work on AUM’s premises adhere to any/all applicable policies/regulations which shall include, but not be limited to, the following: Drug-Free Workplace Policy, Weapons Policy, Smoking Policy, EEO/AA policies pertaining to harassment, intimidation, discrimination, et. al., policies pertaining to personal property and privacy.

8. The contracted provider and the provider’s employees shall maintain positive public relations with University students, faculty, staff, and visitors at all times throughout the life of the contract.

E. Access to Facilities

1. The contracted provider shall be granted access to facilities on an as-needed basis in accordance with pre-determined schedules cleared with University representative(s). All work conducted pursuant to an award of the contract must be conducted during normal operational hours (6:00 a.m. - 5:00p.m., Monday – Friday) unless otherwise approved in advance by University representative(s).

F. Summary of the Work

1. The following areas will require 3 Fertilizations and 3 Pre-emergence per year:
   - Main Campus and Brown Springs
   - Intramural Field
   - Concessions and Stands Area
   - Center for lifelong Learning
2. The following areas will require 3 Fertilizations and 2 Pre-emergence per year:
   - Baseball Practice Field
   - Alternate 1
3. The following areas will require 4 Fertilizations and 3 Pre-emergence per year:
   - Soccer and Softball
   - Baseball Playing Field
4. AUM utilizes Pesticide / Ant Control: The University will require Ant control in areas to be determined each spring. Contractor will be required to apply the pesticide at the labeled rate. University will purchase all pesticides for ant control.

5. All service calls, between specified applications, to assess any know turf damage and perform additional turf care treatment shall be performed at no additional cost to the owner.

6. All applications shall be performed or managed by a certified, licensed technician and the company shall hold the required level of licenses accepted by the state of Alabama’s regulatory agencies such as; Alabama Department of Agriculture and Industries and Alabama Department of Environmental Management.

7. Persons (applicators) performing all of required herbicide, pesticide and fertilizer, shall wear proper personal protective equipment and follow manufacturer labels.

8. Herbicide treatment shall be applied at labeled rates and provide control of but not limited to the following weeds: Poa- annua, Torpedograss, Dallisgrass, Chamberbitter, Goosegrass, Bedstraw, Henbit, Purslane, Black Medic, Dollar Weed, Doveweed, Knotweed, Ragweed, Buckthorn, Lambsquarter, Sheep Sorrel, Burdock, Lespedeza, Shepherd’s Purse, Chicory, Mallow, Speedwell, Chickweed, Morning-glory, Spurge, Clover, Peppergrass, Wild carrot, Dandelion, Pigweed, Wild garlic, Plantain, Wild Lettuce, Ground Ivy, Poison Ivy, Wild onion, Heal-All, Poison Oak, Yarrow, and other broadleaf weeds.

9. Fungus / Disease: Fungus and Disease problems shall be managed on a case by case basis, to maintain aesthetic expectations and prevent stress.

10. All Fertilizer shall have the appropriate nitrogen- phosphorus- potassium (N-P-K) percentage mixtures for the time of year (season) applied, i.e. fall application shall have a high potassium content to winterize the turf, and the spring application shall have a high nitrogen content to promote above ground growth. The University highly recommends Soil Test to be completed in any areas that are not performing at its best.

11. A Calendar with written report shall be submitted to the University for review. The written report shall document each product by name, manufacturer and quantities of product used in each application.

12. Invoicing: Invoice amount shall reflect turf care application performed and submitted to Auburn University at Montgomery

IV. CONTRACT CONDITIONS

A. Contract Period: The length of a contract pursuant to acceptance of a submitted proposal will be for one (1) year commencing on the 1st day of April 2019 and ending on the 31st day of April 2020. Auburn University at Montgomery shall reserve the right to renew the contract annually for a period not to exceed five (5) years in total and a separate renewal agreement may be signed if indicated by satisfactory performance during the contract period as documented by an annual evaluation to be conducted
during the first week of February of each contract period. All contracts renewals executed shall be for a period of one (1) year commencing on the 1\textsuperscript{st} day of April and ending on the 31\textsuperscript{st} day of April.

B. **Cancellation**: Auburn University at Montgomery reserves the right to cancel the contract or any part thereof without penalty, if the contractor fails to comply with the terms and conditions of these specifications or fails to accomplish the work with promptness and diligence.

C. Auburn University at Montgomery will not enter into any contract which contains any clause requiring indemnify or hold harmless any party. Auburn University at Montgomery will not enter into any contract which limits its remedies against any party.

D. The contracted provider shall save and hold harmless Auburn University at Montgomery, its agents, officers and employees from any claims, damages, and actions of any nature arising from the use of any materials or goods furnished by AUM or Housing.

E. **Assignment of Contract**: any contract pursuant to acceptance of a submitted proposal shall not be transferable or assignable by the contracted provider, in whole or in part, without the written consent of Auburn University at Montgomery.

F. **Default**: In the event of failure to deliver services in accordance with the terms and conditions of this contract, Auburn University at Montgomery may, after due written notice, procure services from some other source and hold the contracted provider liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies.

G. In the event of any doubt and/or differences of opinion as to the content/specifications noted herein, the decision of Auburn University at Montgomery shall be final and binding on both parties.

V. **ETHICS**

A. All prospective contractors must disclose with their bid the name of any officer, director, or agent of their business who is also an employee of the State of Alabama or any of its agencies. Further, all prospective contractors must disclose the name(s) of any Auburn University at Montgomery/AUM employee(s) who own, directly or indirectly, any interest in the contractor’s firm or any of its branches. Any proposals by Auburn University at Montgomery employees will be considered/accepted only in accordance with Alabama law.

B. By submitting their bid, all prospective contractors certify their proposals are made without collusion or fraud and they have not offered or received any inducements from any other vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred upon any public employee having official responsibility for this procurement, any payment, loan, services or anything more than of nominal value, present or promised. Each prospective contractor shall submit with his proposal, a statement that he has not been party to such an agreement.
VI. AWARD CRITERIA/PROPOSAL CONTENT

A. Completed Vendor Quote Page and Cover Page

B. APPENDIX A
   All proposals must contain the prospective contractor’s annual pricing for each of the listed categories in accordance to section F Summary of Work application rate. Including the labor rate per cubic acre for the application of pesticide/ant control.

VII. FINAL INSTRUCTIONS
Prospective bidders who have questions and/or need clarification relative to these specifications should address their contact to Michael Swicord, Grounds Manager, 334/301-1687 or via email to Daryl Morris at dmorris@aum.edu
Appendix A - COST SUMMARY

B0008275  AUM Fertilization and Weed Control

<table>
<thead>
<tr>
<th>Area</th>
<th>Annual Price for Fertilization and Pre-Emergence</th>
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<tbody>
<tr>
<td>Main Campus and Brown Springs</td>
<td></td>
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<tr>
<td>Intramural Field</td>
<td></td>
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<tr>
<td>Concessions and Stands Area</td>
<td></td>
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<tr>
<td>Center for Lifelong Learning</td>
<td></td>
</tr>
<tr>
<td>Baseball Practice Field</td>
<td></td>
</tr>
<tr>
<td>Alternate 1 location</td>
<td></td>
</tr>
<tr>
<td>Soccer and Softball Playing Fields</td>
<td></td>
</tr>
<tr>
<td>Baseball Playing Fields</td>
<td></td>
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<tr>
<td>Total</td>
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<table>
<thead>
<tr>
<th>Labor rate per cubic acre for application of Pesticide/Ant Control</th>
<th></th>
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</thead>
</table>
After 9:00 AM on 03/14/2019 bids must be hand delivered to Rm 921, Library Tower, Montgomery, Al 36117.

1. Pursuit to the provisions of the State of Alabama Competitive Bid Law rules and regulations adopted there under sealed bids will be received on the items noted herein by Procurement and Business Services of Auburn University, until the date and time stated above.

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

2. Interested bidders should review Auburn University’s Standard Terms and Conditions located at "http://www.auburn.edu/administration/business-finance/pdf/terms.pdf" and additional information prior to responding to the RFB/RFP.

3. All bids are to be "F.O.B. Destination - Freight Prepaid and Allowed."

4. A.U. policy requires disclosure of certain information consistent with Ala. Law 2001-955, Sec. 4(a) (1) (2) & (3). By submitting your bid, or proposal, you affirm, under oath, that no relationships exist as in the referenced law. If relationships do exist, and the award amount is above $5000, the awardee will be required to submit a more detailed form regarding these relations. No award will be made to anyone refusing to disclose the required information. This form is located at: http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions

5. Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557 they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

6. Bidder certifies that neither it, nor any of its employees who will provide or perform services under this contract have been debarred, suspended or declared ineligible as defined in the Federal Acquisition Regulation (FAR 48 C.F.R. Ch 1 Subpart 9.4). Bidder will immediately notify the University if the Bidder or any of its employees who will provide or perform services under this contract is placed on the Consolidated List of Debarred, Suspended, and Ineligible Bidders.

7. Section 9 of Act 2011-535, the new Alabama Immigration Law, requires that a certification of Compliance Form and corresponding copy of the vendor one page E-Verify Company Profile Document (or MOU) be on file for certain vendors to whom contracts are awarded by the Auburn University system (including AU, AUM, ACES and AAES units). Before a contract can be awarded or a purchase order issued for these goods/services, the vendor will be required to complete this certification process on-line via the AU Vendor Center (www.vendor.auburnuniversity.net). For more information about the E-Verify process, check one of the following websites: http://www.uscis.gov/e-verify and http://immigration.alabama.gov

Bids may not be faxed directly to the University in response to this Request for Quotation.

Bids must be signed in ink or it will not be considered.

Signature: __________________________ Date: ____________________

All bids submitted shall be in compliance with the conditions set forth herein. The bid procedures followed by this office will be in accordance with these conditions. All interested bidders are urged to read and understand these conditions prior to submitting a bid.
This bid will be opened at 10:00 am on 03/14/2019 at Rm 921, Library Tower, Montgomery, Al 36117.

After 9:00 AM on 03/14/2019 bids must be hand delivered to Rm 921, Library Tower, Montgomery, Al 36117.

Please bid the following as specified.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>UM</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>See Attached Specifications</td>
<td>lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments: Responses must be returned before 10:00 a.m. on 3/14/2019, in a sealed envelope with #B0008275 clearly marked on the outside.

Specification questions should be directed to aum.rfp@aum.edu

Mandatory site review will be held Thursday, March 7, 2019 at 9:00 a.m.

Bid Term: One (1) year; with the option to renew for an additional four (1) year terms; not to exceed a contract total more than five (5) years.

Performance Bond: Alabama law requires a performance bond on all bids for services costing $7,500.00 or more. Therefore, if the total amount of this bid is $7,500.00 or more, the successful bidder must provide a performance bond equal to 10% of bid within 10 days of being awarded the bid. The bond can be from a reputable insurance or bonding company, a cashiers check, or a money order. No cash, personal checks, or business checks will be accepted. The bond/check must be received in the Procurement Department before a purchase order can be processed for this bid. The bond from the successful bidder will be kept on file until satisfactory completion of the bid contract. Checks will be deposited and upon satisfactory completion of the bid contract, a refund check will be issued.

Auburn University
WE PROPOSE TO FURNISH THESE ITEMS AT PRICES LISTED OPPOSITE EACH, AND GUARANTEE THAT IF THE ORDER IS PLACED WITH US WE WILL FURNISH THESE GOODS IN ACCORDANCE WITH YOUR SPECIFICATIONS SHOWN ABOVE UNLESS OTHERWISE INDICATED. IN SUBMITTING THIS BID WE STATE THAT AGREEMENT OR COLLUSION DOES NOT EXIST AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RERAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING.
MAIN CAMPUS

All turf areas inside red lines on this map and the map labeled Brown Springs are to be included when priced. Exact parameters will be discussed during walkthrough.
Brown Springs
To be added to the Main Campus
Center For Lifelong Learning

This area is located 4.3 miles from AUM's main campus

Entire area inside Red lines

30' from building
Alternate 1
Softball and Practice Soccer
Softball

Overseed with a Perennial Rygrass blend (Eagle) at 15lbs per 1000 sqft.
(bullpens will also be overseeded)

Please include warning track with Pre-emergent and weed control
Baseball Playing field
Overseed with a Perennial Ryegrass blend (Eagle) at 15lbs per 1000 sqft.
(bullpens will also be Overseeded)

Please include warning track with Pre-Emergent and weed control

Concession Stands area
This area will consist of all turf outside of the playing field that is outlined in orange.
Auburn University General Terms and Conditions

1.0 - General Terms and Conditions

1.1 - Auburn University authorizes the Vendor to solicit the University for business transactions on the express condition that the Vendor agrees to accept and be bound by the terms and conditions set forth herein. Where Vendor has provided a bid, quote, proposal, or similar offering instrument to Auburn University, these terms and conditions are hereby incorporated into said offering and apply in like force to any subsequent contract order resulting from this bid quote/bid. Some conditions listed herein may not apply due to the nature of the product or service, or the manner in which it is procured, as determined solely by the University. Any provisions contained in any document issued by Vendor which are contrary to these terms and conditions are expressly rejected. Vendor’s commencement of the provision of goods or services shall constitute Vendor’s acceptance of these terms. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by an authorized representative of Auburn University’s Procurement and Payment Services. University's failure to object to terms contained in any subsequent communication from Vendor will not be a waiver or modification of the terms set forth herein.

1.2 - Whenever and wherever items of materials or equipment have been identified by describing a proprietary product, the identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that will be satisfactory to the University. Bids offering equal or alternate materials and equipment will be considered for award provided such items are clearly identified in the bids, and are determined by Auburn University to be of equal value in all material respects to the proprietary items specified. Unless the firm submitting the bid has clearly indicated in its bid that it is offering an “equal,” or “alternate” items the bid shall be considered as offering the items as specified in the invitation for bids/quotations. If the firm submitting the bid plans to furnish an equal or alternate items, the brand name and identifying numbers and/or letters are to be inserted in the spaces provided or shall be otherwise clearly identified in the bid. The evaluation of the bids and the determination as to quality of the product offered shall be the responsibility of Auburn University. The bid award shall be based on the information furnished by the bidder or identified in the bid, as well as information reasonably available to the Procurement Services.

1.3 - The University will consider acceptable substitutes that meet, or exceed the quality of materials and workmanship of the items specified in the bid/ quotation. Substitutions shall be of the same general design, size and style. All proposed substitutes submitted must be accompanied by illustrations showing the design and style. Each illustration is to have on it, or attached to it, the item number of the specified piece to which it is an alternate. Sizes shall also be included. All substitutes shall be listed in the spaces provided. Should additional space be required, the bidder shall use separate sheet of paper to list alternates. Any additional list should be prepared in like form to the bid document. Auburn University will consider all; however, it is not bound to any which, in the University’s opinion, is not in the University’s best interest.

1.4 - Any deviation from these general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the bidder’s letterhead and over the signature of the person authorized to sign the bid form. Such
appendages shall be considered part of the bidder’s bid form. In the absence of any statement of deviation or exception, the bid shall be accepted as being in strict compliance with all terms and conditions.

1.5 - There are no Federal or State laws that prohibit vendors from submitting bids/quotes lower than a price or bid given to the U. S. Government.

1.6 - The Vendor may be required to furnish a monthly or quarterly summary of purchases made under the provision of the contract. The format and frequency of the report will be determined by the University.

1.7 - Auburn University reserves the right to require a performance bond from the Vendor at the discretion of the University’s Procurement Professional. Unless specifically stated otherwise in the bid documents, the cost of the bond shall be paid for entirely by the Vendor. When required, the proper and timely submission of any performance and payment bonds is a material condition for award/performance of this order. Vendor 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.

1.8 - Failure of the Vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Vendor liable for the difference between the “open market” and the quoted price where emergency purchases become necessary.

1.9 - Any and all items received under a resulting contract will be subject to inspection and testing to determine the quality and to ascertain that they meet specifications.

1.10 - Samples, when required, must be furnished free of expense after the opening of the bid and if not destroyed, will upon request, be returned at the Vendor’s expense. Request for the return of samples must be made within ten days following the opening of bids/quotations, unless otherwise stated. Each individual sample must be labeled with the Vendor’s name and item number.

1.11 - Deliveries shall be F.O.B. Auburn University (destination). Delivery by the Vendor to the common carrier will not constitute delivery to the University.

1.12 - Vendor 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 done by the Vendor.

1.13 - Payment for any item delivered may be withheld until all items and conditions have been complied with in full.

1.14 - It is agreed and understood that bidders may attend the bid opening and may inspect the bid tabulation. However, no information will be given out as to opinion concerning the ultimate outcome while consideration of the award is in progress. Information regarding disposition will be available after an award is made and upon request.

1.15 - The Vendor shall maintain, or have available for his own use, an inventory sufficient to make delivery within the time specified in this bid/quotations. Provided that no default shall occur to deliver in less than the number of days stated in this bid/quotations from the date of receipt of notice to ship/deliver.

1.16 - Auburn University is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the University. In making an award, intangible factors such as the service capability, integrity, facilities, equipment, reputation and past performance of
the firm submitting the bid may be weighed. When other factors are clearly stated in the bid document, they will also be used in determining an award. In the case of a tie for low cost, the Procurement Official may use the following: If one of the bidders has an existing contract and performance on an existing contract is satisfactory, this bidder gets the award. Conversely, if performance on an existing contract is documented as not satisfactory, award goes to the other tie bidder. If one tie bidder is local, preference may be given to that bidder.

1.17 - All additional charges such as shipping, installation, insurance or other cost must be fully itemized with the bid/quote. Charges not specified at the time of the bid/quote will not be honored.

1.18 - It is mutually agreed by and between Auburn University and the Vendor that the University’s acceptance of the Vendor’s offer by the issuance of a Purchase Order shall create a contract between the two parties. Any exceptions taken by the Vendor, which are not included in the Purchase Order, will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this bid/quote and information submitted by a bidder, the terms and conditions of this bid/quote and resulting Purchase Order will govern.

1.19 - The Vendor must provide service manuals with full documentation and schematics when applicable and appropriate.

1.20 - The apparent silence of this specification and any supplemental specifications as to any details, or the omission from it 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.

1.21 - Should it become necessary in order to evaluate a Vendor’s qualifications, the University may require the bidder to furnish information as indicated below:

1. Financial resources
2. Personnel resources
3. Executive or key person resumes
4. Evidence of ability to meet delivery schedule
5. Ability to meet specification quality requirements
6. Availability of production capacity.

1.22 - In the event that the Vendor fails to make delivery of acceptable goods on or before the agreed delivery date and the University expends unreasonable time, effort, telephone calls and correspondence, the University will bill the supplier at a reasonable cost for such and deduct it from the applicable invoice.

1.23 - Any Purchase Order/contract resulting from this bid/quotiation can be cancelled without penalty if any of the following conditions exist:

a. Breach of contract
b. The vendor fails to furnish a satisfactory performance bond within the time specified when such a bond is required.
c. Failure of the vendor to make delivery within the time specified.
d. In the event material, supplies or equipment furnished does not meet specifications.
e. Where the contract was obtained by fraud, collusion, conspiracy or any other unlawful means.

The Purchase Order/contract may also be cancelled by convenience by any party. The effective date of cancellation shall be thirty days of written notice of intent by one of the parties.
The Vendor will, however, be required to honor all orders that were prepared and dated prior to the date of cancellation, if required to do so by the University.

1.24 - The University reserves the right to award as many term contracts for the supply of any class or type of commodity as may be to the best interest of the University.

1.25 - This section will apply when items in the bid/quotation are requested to be on a “furnish and install” basis. The Vendor will have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirement will be submitted to the University after the receipt of a purchase order. All transportation and cooperation arrangements will be responsibility of the Vendor. 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.

1.26 - Any alleged oral agreement made by the Vendor with any university department or employee will be disregarded.

1.27 - Prompt payment discounts (“cash discounts”) will not be considered in determining the lowest bidder.

1.28 - Vendor shall carry and maintain the following basic minimum insurance limits:

(1) Worker’s Compensation
   a. Workers’ Compensation - Statutory
   b. Employer’s Liability - $1,000,000.00

(2) Comprehensive General Liability
   a. Each Occurrence - $1,000,000.00
   b. Products-Complete Operations Aggregate $2,000,000.00
   c. Personal & Advertising - $1,000,000.00

(3) Automobile Liability (Required if vendor is contemplating any use of an automobile, such as construction projects, premises lease agreements, and service contracts.)
   a. Bodily injury - $1,000,000.00 Each Person $1,000,000.00 Each Occurrence
   b. Property damage or combined single $1,000,000.00 each occurrence limit of $1,000,000

Vendor shall furnish policies or certificates of insurance, with Auburn University, its Board of Trustees and Trustees individually, Faculty, Staff, and agents named as additional insured.

Due to the nature of some projects, Auburn University reserves the right to require additional limits of liability coverage. These are minimum limits only, any contracts or agreements that require additional limits, coverage or conditions shall take precedence over these requirements.

Exemptions from these requirements may be granted upon request or as outlined in the university’s basic minimum insurance requirements.

Please reference Auburn University’s basic insurance limits requirement’s here:

https://cws.auburn.edu/rms/pm/minimuminsurance

1.29 - Vendor agrees to comply with the conditions of all applicable Federal Non-Discrimination and Equal Opportunity laws, the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety Act of 1973 (WISHA), as amended, and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with such applicable standards and regulations. All applicable contracts will comply with the Davis-Bacon Act.

1.30 - ADVERTISING. No advertising or publicity matter having or containing any
reference to Auburn University or any of its faculty/staff shall be made by Vendor or any one in Vendor’s behalf unless Vendor has written consent of the University’s Office of Trademark Management and Licensing. No public release of information, news release, announcement, denial or confirmation of this order or the subject matter hereof, shall be made without the University’s prior written approval.

1.31 – LAW/ VENUE. All disputes regarding the construction, interpretation and the parties’ obligations under this Agreement will be governed by the laws of the State of Alabama, notwithstanding any of that state’s laws to the contrary, regardless of the location of the Engagement. The University does not waive and specifically reserves all immunities to which it is entitled by the laws of the State of Alabama and the United States, including Article I, Section 14 of the Constitution of Alabama, and the Eleventh Amendment to the United States Constitution. Exclusive jurisdiction and venue of any claims not barred by immunity, nor required to be filed before the Alabama State Board of Adjustment shall be in the Circuit Court of Lee County, Alabama.

1.32 - PAYMENT TERMS. Unless otherwise specified in the purchase Order/contract terms of payment are “Net 30 days.”

1.33 - INSOLVENCY. If Vendor ceases to conduct normal business operations (including inability to meet its obligations), of if any proceedings under bankruptcy or insolvency laws is brought by or against vendor, or a receiver for vendor is appointed or applied for, or vendor makes an assignment for the benefit or creditors, the University may terminate this order, without liability, except for deliveries previously made and for supplies completed and subsequently in accordance with the terms or the order. In the event of the Vendor’s insolvency, the University shall have the right to procure the balance of this order from others without liability.

1.34 - CANCELLATION FOR LACK OF FUNDING. This purchase order/contract may be cancelled without further obligation on the part of Auburn University in the event that sufficient, appropriated funding is unavailable to assure full performance of its terms. The Vendor shall be notified in writing of such non-appropriation at the earliest opportunity.

1.35 - Vendor certifies that neither it, nor any of its employees who will provide or perform services under this contract, have been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR 48 C.F.R Ch 1 Subpart 9.4). Vendor will immediately notify the University if the Vendor or any of its employees who will provide or perform services under this contract is placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors.

1.36 - Where applicable, Vendor and any subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

1.37 - Where applicable, Vendor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime

1.38 - INDEMNIFICATION: Vendor shall indemnify, hold harmless and defend Auburn University, its affiliated foundations, and each of their respective trustees, directors, officers, employees, and agents, from and against any and all loss, damage or liability resulting from
demands, claims, suits, or actions of any character presented or brought for any injuries, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless, or intentional act or omission of Vendor, any of its contractors, invitees, guests, employees, or agents, or which otherwise arises out of, relates to, or is attributable to, the performance of its operations or services. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent, or contributory negligence of any person or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney’s fees, costs of investigation, costs of defense, settlements, and judgments associated with such demands, claims, suits or actions. Vendor shall indemnify and hold harmless Auburn University, its agents and employees from and against all claims, damages, losses, and expenses for claims under workers compensation, disability benefits, and other similar employees benefits, including claims arising because of a failure to provide such benefits; for claims for damages because of bodily injury, occupational sickness or disease, or death of Vendor's employees or the employees of any Subcontractor; claims for damages because of bodily injury, sickness, disease or death of any person other than Vendor's employees; claims for damages insured by personal injury liability coverage sustained by any person as a result of an occurrence directly or indirectly related to the employment of such person by Vendor or by any other person for any reason; claims for damages because of injury to or destruction of tangible property including loss of the Work itself and loss of use resulting there from; and claims for damages because of bodily injury or death of any person or property damages arising out of the ownership, maintenance or use of any motor vehicle. Vendor agrees that the insurance requirements specified in the contract do not reduce the liability the Vendor has assumed in this indemnity clause.

1.39 – RELEASE OF INFORMATION: Vendor shall not make any public announcements concerning the transactions contemplated by this Agreement, except as may be required by law or judicial order, nor issue any press release or make any public announcement, statement or other public disclosure which includes the name of the other party or its affiliates or otherwise uses the name of the other party or its products in any public statement, publicly-released document, or marketing or promotional materials, except with the prior written consent of the other party.

1.40 – REPRESENTATION OF AUTHORITY: The individual registering the Vendor to transact business with Auburn University, as well as the individual submitting any offering instrument, expressly represents and warrants that he/she has authority to execute and thereby bind the Vendor to these general terms and conditions and agrees to indemnify and hold harmless the University from any claim that such authority did not exist.