

THE UNIVERSITY OF ALABAMA

INVITATION FOR BID

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

INVITATION NO.:	T052500	RETURN ALL COPIES OF BIDS TO:
Issue Date:	8/15/2011	THE UNIVERSITY OF ALABAMA
Title:	RFP for Disaster Recovery Co-location Space and Services	PURCHASING DEPARTMENT
Buyer:	Vicki Santina	(Street Address) 1101 Jackson Ave Suite 3000 Tuscaloosa, Alabama 35401
Phone:	(205) 348-5019	OR
Email:	vsantina@fa.ua.edu	(Mailing Address) Box 870130 Tuscaloosa, Alabama 35487
		PHONE: (205)348-5230 FAX: (205) 348-8706

Bid Responses may NOT be faxed or emailed.

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 8/31/2011 @ 2:00 P.M. CST TIME

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

1. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted there under sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the University reserves the right to enter into negotiations within thirty (30) days of the bid opening.
2. The University's [General Terms and Conditions](#) and [Instructions to Bidders](#), viewable at www.purchasing.ua.edu/vendors apply to this Solicitation and shall become a part of any contract issued hereunder.
3. For purposes of this Solicitation, the Solicitation documents shall consist of the following components:
a) Invitation for Bid and any Addenda; b) [General Terms and Conditions](#); c) [Instructions to Bidders](#)
In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.
4. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles.

CERTIFICATION PURSUANT TO ACT NO. 2006-557

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

DISCLOSURE STATEMENT

1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.
2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.
3. By accepting payments agreed to in any purchase order resulting from this bid, Contractor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
2. The contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.
4. I have fully informed myself regarding the accuracy of the statement made above.

THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER:	NAME OF COMPANY:	PHONE:
FEDERAL EMPLOYER ID NO.:	ADDRESS:	FAX:
PAYMENT TERMS:	ADDRESS:	E-MAIL:
SHIPPING TERMS:	CITY, STATE & ZIP CODE:	DATE:
F.O.B. DESTINATION—PREPAID AND ALLOWED		
QUOTE VALID UNTIL:	SIGNATURE:	Typed/Printed Name of Signor

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

THE UNIVERSITY OF ALABAMA

Request for Proposal #T052500

Disaster Recovery Co-location Space and
Services

Proposal Due Date: August 31, 2011

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EXHIBIT A: EQUIPMENT TO BE CO-LOCATED

I. SCOPE OF WORK AND EXPECTATIONS

The University of Alabama, Tuscaloosa, Alabama is requesting proposals for co-location space and services as described in this RFP. The University of Alabama's Office of Information Technology (OIT), is planning to establish a secure, remote implementation of foundational network and systems services and fail-over capable mission-critical systems. This project is a key component of the IT Continuity of Operations and Disaster Recovery plans for the University. The University is requesting proposals from qualified providers that can meet the requirements detailed herein.

The current project schedule calls for the setup of equipment at the co-location facility to occur in late November, 2011. Some preliminary work may be required prior to that time such as preparation of cross-connects. These requirements are detailed in the Service Requirements section of this document.

II. GENERAL TERMS AND CONDITIONS

1. Definitions:

Contract – The entire written agreement between the parties including, but not limited to, the Invitation for Bid or Request for Proposal and its specifications, terms, and conditions, solicitation instructions, solicitation addenda, contractor's offer, the contract document, and contract amendments if any, including, without limitations, these General Terms and Conditions and the purchase order or agreement document excluding correspondence of any type unless specifically accepted by both parties in writing.

Contractor – A person, company, corporation, organization or other legal entity with whom the University has executed a Contract.

UA/University—The University of Alabama, Tuscaloosa, AL

DR—Disaster Recovery

OIT—Office of Information Technology

2. Applicability of General Terms and Conditions:

To the extent that Contractor terms and conditions conflict with these University of Alabama General Terms and Conditions, the latter shall control. Either party's failure to insist upon the performance of any provision of these General Terms and Conditions shall not be construed as a waiver of that party's present or future right to such performance and each party's obligation in respect thereto shall continue in full force and effect.

3. Contract Provisions by Reference:

It is mutually agreed by and between the University and the Respondent that the University's acceptance of the Respondent's offer by the issuance of a Purchase Order, or Contract shall create an agreement between the parties thereto containing the following:

- All specifications, terms and conditions in the solicitation document except as amended by the University in the contract.
- The provision of the awarded contract to include all terms, special conditions, specifications, and the Contractor's offer.
- The University of Alabama General Terms and Conditions.

Unless otherwise specified, in the event of any conflicts, the documents shall control in the following order:

- 1) the written contract or purchase order;
- 2) the RFP, bid or other solicitation document;
- 3) The University of Alabama General Terms and Conditions;
- 4) Contractor's offer.

4. Governing Law and Dispute Resolution:

Contracts with the University shall be governed and construed in accordance with the laws of the State of Alabama. Any claim, between the University and the Contractor that arises from or relates to any Contract between the parties shall be brought before the State of Alabama Board of Adjustment.

5. Indemnification:

The Contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their trustees, officers, agents, and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor's performance hereunder. This clause shall survive the termination of any contract.

6. Insurance:

The 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 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.

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	Statutory – Alabama (or state of residence)
Employers Liability	\$500,000 (each employee, each accident and policy limit)
Commercial General Liability: Each Occurrence Personal and Advertising Injury Products/Completed Operations General Aggregate	 \$1,000,000 \$1,000,000 \$1,000,000 \$2,000,000

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 Solicitation). A fax copy of the certificate may be sent for a verbal purchase order, but the original certificate of insurance must be received by the University prior to the purchase order being mailed to the Contractor or payment being made.

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.

7. Termination for Convenience:

The University reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The University, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. 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).

8. Termination for Non-performance:

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of Contract;

- Failing to perform within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor there under. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving thirty (30) days notice, by registered or certified mail, of its intent to cancel this contract.

9. Cancellation for Lack of Funding:

Contract may be cancelled without further obligation on the part of The University of Alabama in the event that sufficient, appropriated funding is unavailable to assure full performance of its terms. The Contractor shall be notified in writing of such non-appropriation at the earliest opportunity.

10. Attorney's Fees:

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the University prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

11. Compensable Damages for Breach:

The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with the University.

- Replacement costs.
- Cost of repeating the competitive bidding procedure.
- Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by the University for other damages occasioned by the Contractor's breach of a

contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

12. Assignment and Subcontracting:

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

13. Contractor's Responsibility in Performing Work:

The Contractor is solely responsible for the fulfillment of the contract with the University. Contractor and its agents, subcontractors, and representatives shall be independent contractors and not act as agents of the University. All persons furnished or retained by Contractor in connection with any contract shall be considered employees or agents of the Contractor.

14. Additions, Deletions or Contract Changes:

The University reserves the right to add, delete, or change related items or services to any contract. No modification or change of any contract provision shall be made, unless such modification is mutually agreed to in writing by the Contractor and the University, and incorporated as a written modification to the contract. Memoranda of Understanding and correspondence shall not be interpreted as a modification to or part of the contract, unless specifically agreed to by both parties.

15. Permits, Licenses and Taxes:

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed. The Contractor shall pay any sales, use, personal property, and other taxes arising out of this contract and the transactions contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

16. Royalties, Patents, Copyrights and Trademarks:

The Contractor shall pay all applicable royalties and license fees. If a particular process, product or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties.

Unless provided otherwise in the contract, the Contractor shall not use the University's name or any of its trademarks or copyrights. Contractor agrees that it will not, without prior written approval of the University's Office of Media Relations, publicize this contract or disclose, confirm or deny any details thereof to third parties, or use the University's name in connection with Contractor's sales promotion or publicity without prior written approval of the University's Office of Media Relations.

17. Copyright Ownership and Title to Designs and Copy:

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy, and any other tangible or intangible format not stated herein required for completion of the finished product for use in connection with any University job shall be the property of, and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, Contractor shall return all such items to the appropriate University department within one week of delivery.

18. Name, Symbols, Designs, etc.:

Contractor acknowledges and agrees that The University of Alabama owns all rights, title, and interests in and to its University Indicia and that each of the University Indicia is valid. Contractor agrees that "University Indicia" shall include, without limitation, the University's trademarks, service marks, designs, team names, nicknames, abbreviations, trade dress, uniforms, helmet designs, city/state names in the appropriate context, slogans, logo-graphics, mascots, seals, colors, and other symbols associated with or referring to the University that are adopted and used or approved for use by the University. Contractor shall not have any right to use any of the University Indicia or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the prior express written consent of the University. Any domain name, trademark or service mark registration obtained or applied for that contains the University Indicia or any similar mark upon request shall be assigned or transferred to the University without compensation.

19. Proprietary Information, Data Duplication, and Disclosure:

Contractor agrees that any information disclosed from the University to the Contractor in connection with any contract shall be used only in the performance of the contract. Contractor will keep information confidential, will not disclose it to any third party except as authorized by the University, and will only disclose it to those within its organization who need to use it in performance of the Contract. Upon completion or termination of this contract, Contractor shall return all such information to the University or make such other disposition thereof as may be directed or approved by the University. No item furnished under this contract, or tools, plans, designs or specifications for producing the same which have been specifically designed for by the University shall be duplicated or used by Contractor. Upon completion or termination of this contract, Contractor shall return all items, tools, plans, designs or specifications to the University or make such other disposition thereof as may be directed by or approved by the University. Nothing in this provision shall restrict Contractor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Contractor, or is lawfully obtained without restriction from other sources.

20. Contractor's Responsibility for Records, Audits and Reports:

Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during any contract and for a period of five (5) years thereafter, unless required to be retained for a longer period by state or federal statute. The University reserves the right to audit such records and employ any auditor the University deems appropriate to perform an audit of Contractor's records. Should such audit disclose incorrect billings or improprieties, the University reserves the right to charge the Contractor for the cost of the audit and pursue appropriate reimbursement.

21. Non-discrimination and Equal Opportunity:

Contractor is subject to and shall comply with all applicable Federal, state and local laws and regulations governing equal employment opportunity and affirmative action including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Executive Order 11246, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Adjustment Assistance Act, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990; and all regulations and administrative rules established pursuant to the foregoing laws. Expressly, Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, age, disability, or veteran status in admission or access to, or treatment of employment in, its programs and services.

22. Open Records:

Any contract with the University, and all related information and documentation may be subject to public disclosure under Alabama Code 36-12-40 and 36-12-41. Contractor is hereby notified that the University is governed by this statute and the interpretations thereof rendered by the courts and the Alabama Attorney General. Contractor, to the extent it deems appropriate, is responsible for becoming familiar with this law and assumes the responsibility of protecting any of Contractor's interests that may be affected thereby.

23. Debarred, Suspended and Ineligible Status:

Contractor 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). Contractor will immediately notify the University if the Contractor 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 Contractors.

24. Conflicts of Interest:

Contractor affirms that, to the best of Contractor's knowledge, there exist no conflicts of interest between the Contractor and the University or its employees as defined by all applicable Code of Alabama and University of Alabama ethics and compliance policies and procedures. In the event of change in Contractor's interests, Contractor shall inform the University regarding any conflicts of interest that are likely to arise as a result of such change. Contractor hereby represents that it has not participated in any illegal or unethical conduct in connection with the contract. If, at any time, the University determines the Contractor is in violation of the foregoing representation, the University may cancel the contract upon written notice to the Contractor and the University shall have no further obligation to the Contractor.

25. Disclosure Statement:

If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in the Invitation for Bid or Request for Proposal response. Failure to disclose this information in the response may result in the elimination of the proposal from evaluation.

If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a Contract, then within ten (10) days after the Contract is entered into, you agree to file a copy of that Contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.

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

26. General Warranties:

Contractor warrants that all goods shall conform to the specifications of the contract and shall be merchantable, free from defects (including defects in design and fit) and suitable for the intended purposes. Contractor further warrants that all services shall conform to the specifications of the contract and shall be performed in a professional and workmanlike manner. These warranties shall remain in effect for at least one year following University's acceptance of the goods or services. The foregoing warranties are in addition to, and shall not limit, any other warranties or buyer protections that exist by operation of law.

27. Price Warranty:

Contractor warrants that prices shown on this contract shall be complete, and no additional charges of any type shall be added without the University's express written consent. Such additional charges include, but are not limited to: shipping, packaging, labeling, customs, duties, taxes, storage, insurance, boxing and crating.

28. Final Inspection and Acceptance:

The University reserves the right to perform inspection at the facility of the Contractor or its suppliers at any reasonable times. All materials and services are subject to final inspection and acceptance by the University at destination, notwithstanding any prior payments or inspection at the source. Such final inspection shall take place within thirty (30) days from the date of delivery or installation or completion of services whichever is latest.

29. Collector of Sales and Use Taxes:

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. If you or your company have received an official University of Alabama Purchase Order or received a payment from The University of Alabama, the related purchase or payment is exempt from state sales and use taxes as stipulated in the code of Alabama 1975, Sections 40-23-31 and 40-23-83.

State #63-00080

30. Certification Pursuant to Act No. 2006-557:

Code of Alabama 1975 41-4-116 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 accepting a purchase order or Contract, the Contractor is hereby certifying full compliance with Act No. 2006-557; are not barred from bidding or entering into a contract pursuant to 41-4-116; and acknowledge that The University of Alabama may declare the purchase order/Contract void if certification is false.

The furnishing of materials, supplies, equipment, or services to The University of Alabama under a purchase order or Contract constitutes assurance by the Contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 10925, date March 6, 1961, and Executive Order 11246, issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964."

Contractor represents and warrants that all articles and services covered by the Contract meet or exceed the Safety Standards established and promulgated under the Federal Law and its regulations in effect or proposed as of this date of Contract.

III. INSTRUCTIONS TO BIDDERS

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

1.0 Definitions

The University of Alabama - The Board of Trustees of The University of Alabama, instrumentality of the State of Alabama.

Solicitation – including but not limited to Invitation for Bid, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation – Sale, Request for Information, Request for Interest, or such other request as defined by The University of Alabama.

Bidder – a person, firm, or entity that submits a Response to a Solicitation. 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.

Response/Proposal - a complete, properly signed offer to a Solicitation, which if accepted, would bind the Bidder to perform the resultant contract.

Buyer - The individual assigned to the Solicitation and designated to purchase goods and services for The University of Alabama.

2.0 Preparation of Proposals

- 2.1 All Solicitations are subject to the provisions and requirements of any applicable laws within the Code of Alabama 1975, including but not limited to the Sections 41-16 and/or 39-2, and the rules, regulations and policies of The University of Alabama (“University”).
- 2.2 All proposals submitted become the property of The University of Alabama. Any information which is considered confidential or proprietary by the Proposer should be clearly identified and marked in the response materials “CONFIDENTIAL” on each applicable page.
- 2.3 Proposers are expected to examine the complete Solicitation and all attachments including drawings, specifications and instructions. Failure to do so is at Proposer’s risk.
- 2.4 Proposer shall furnish information required by the Solicitation in the form requested. The University reserves the right to reject Responses with incomplete information or which are presented on a different form.
- 2.5 All Responses must be legible. A legally authorized company representative shall sign all Responses in the appropriate location. Erasures or other changes must be initialed by the person signing the Proposal. Signature on Proposal certifies that the Proposer has read and fully understands all specifications and instructions and agrees to all terms and conditions stipulated in the Solicitation.
- 2.6 Should any potential Proposer doubt the true meaning of any part of the Solicitation, a written request for an interpretation may be submitted to the University. Any clarifications or questions concerning the requirements of this Request for Proposal should be submitted by email only to Ms. Vicki Santina, Contract Administrator, The University of Alabama Purchasing Department, vsantina@fa.ua.edu.

All questions received and responses will be compiled and provided by issuance of addenda to the Request for Proposal. Every interpretation made shall be in the form of an "addendum" to the Solicitation sent as promptly as is practicable to all prospective Proposers. Failure by the University to send or any potential Proposer to receive such interpretation(s) shall not relieve any Proposer from any obligations under the RFP or the Proposer'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.

Any addenda or instructions issued by the Purchasing department prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the RFP. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

- 2.7 Proposers or potential Proposers are required to coordinate all discussions concerning Solicitations through the appropriate Buyer identified in the Solicitation via email, or the Associate Director for Purchasing. Proposers or potential Proposers are not authorized to communicate with any other University administrator, faculty, staff, or Board of Trustees member concerning this Solicitation. Failure to comply with this requirement is grounds for the Proposer's disqualification.
- 2.8 Unless otherwise stipulated in a Proposal, the Proposal is in strict accordance with the University's specifications and terms and conditions of the Solicitation. Any deviations must be fully itemized in detail. Any deviations from the requirements of this Solicitation are at Proposer's risk and the University may determine the Response to be non-responsive.
- 2.9 The Purchasing Department at The University of Alabama is the issuing department for this RFP and all subsequent addenda relating to it. The reference number for the Solicitation is defined on the Purchasing Department RFP cover sheet. This number must be referenced on all Proposals, correspondence, and documentation relating to RFP inquiries.
- 2.10 All specifications and requirements listed in the RFP must be addressed by the bidder as directed in the subsection. Responses must not reference URL's in lieu of providing documentation in the Proposal in place of details.

3.0 Submission of Proposals

- 3.1 Responses, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure the arrival in The University of Alabama Purchasing Department before the due date and time set forth in the Solicitation. The time shown on the recording clock in the Purchasing Department is the official time. Unless otherwise indicated in the Solicitation no oral, facsimile, e-mail or telephone Proposals will be accepted. Unless otherwise indicated in the Solicitation no oral, facsimile, e-mail or telephone proposals will be accepted.
- 3.2 All Proposals must include a letter of transmittal as well as an executive summary of the Proposal.
- 3.3 Proposal may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the Solicitation. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn Proposals may be resubmitted, with or without modifications, up to the Solicitation due date and time. No Proposal may be withdrawn after the due date and time without the express authorization of The University of Alabama Purchasing Department.
- 3.4 Proposals received after the designated time and date in the Solicitation will not be considered. Responses may be publicly opened and read in accordance with the Solicitation.

- 3.5 Proposers shall show the Solicitation due date and time, the Solicitation number, and the name and address of the Proposer on the face of the Submission envelope.
- 3.6 The stated requirements appearing elsewhere in this RFP 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. 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. Proposers shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.
- 3.7 Proposals should be submitted as follows: one (1) hardcopy complete original response, one (1) exact written copy, and one (1) complete response on CD or DVD in Microsoft Word and Microsoft Excel formats.
- 3.8 All Proposals submitted must be organized in the same format as this RFP which each requirement addressed where appropriate.
- 3.9 All submitted media is to be clearly labeled with the RFP number and the bidder's name. The media is to be packaged separately and not contained within binders.

4.0 Specification Requirements

- 4.1 The University reserves the right to request any or all Proposers to give an oral or webinar presentation which would include a detailed analysis of how each of the requirements described in the Proposal will be addressed, for the purpose of clarification or to amplify the materials presented in any part of the Proposal. Any requested presentation must be scheduled and conducted in a timely manner as specified by the University. However, Proposers are cautioned that the Purchasing Department is not required to request clarification; therefore, all Proposals should be complete and meet all submittal requirements indicated in the RFP specifications. The University of Alabama reserves the right to award this contract based on Proposals without discussion. The presentations, as solely determined by the University, will be scheduled by the University Purchasing Department prior to the award of the contract.
- 4.2 Proposers shall clearly delineate any deviations or exceptions from the specifications.
- 4.3 Except as otherwise provided in the Solicitation, all prices must be firm for at least 90 days after due date of the RFP. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.
- 4.4 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.
- 4.5 Any bidder submitting a Proposal shall disclose in its Proposal if it plans a joint venture with another entity or will use subcontractors to provide any of the services described in the RFP. The Contractor shall be responsible for all acts and performance of and payment to all subcontractors or secondary vendors that the Contractor may engage for the performance of any contract with The University of Alabama resulting from this RFP.

It is the sole responsibility of the Contractor to insure 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.

- 4.6 The Contractor 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.
- 4.7 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. Nothing in this agreement 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.

5.0 Evaluation and Award

- 5.1 The University reserves the right to accept or reject any and all proposals or part of a proposal and waive informalities, technical defects and minor irregularities in the proposals received.
- 5.2 The University shall make such investigations as it deems necessary to determine the ability of the Contractor to fulfill the terms of a resulting contract.
- 5.3 Any award made based on responses to a Solicitation is contingent upon available funding.
- 5.4 Proposals will be evaluated and the award made to the lowest responsive, responsible Proposer who offers the best value to the University and meets the terms, conditions and specifications of the Solicitation.
- 5.5 A responsible Proposer is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive Proposer is one who submits a Proposal that complies with the terms and conditions of the RFP. Minor irregularities in the Proposal shall not defeat responsiveness. An oral presentation may be required. The University reserves the right to be the sole judge as to the overall acceptability of any Proposal or to judge the individual merits of specific provisions within competing offers.
- 5.6 A site visit of the system being proposed may be required for evaluation purposes. Such visits will be at the University's expense and convenience and shall be at a site of the University's choosing where the system is functioning in a similar manner and environment to that at The University of Alabama.
- 5.7 The University shall issue a contract or purchase order as its notification of award to the Contractor. Until such date a contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the University and the Contractor.
- 5.8 RFP results will *not* be available to vendors during the evaluation process; results are only available *after* an award is made. All requests for proposal results must be faxed to the Purchasing Department at (205) 348-8706. Proposal results will be provided in summary form *only* by e-mail or fax. (Please include email address or fax number in the request.) Vendors requiring detailed Proposal results should contact the Purchasing Department to make an appointment to review proposals. Please allow a minimum of two weeks to receive a response to a request for results. (Results will not be mailed to Vendors.)

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 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.

IV. VENDOR INFORMATION AND QUALIFICATIONS

In order to evaluate the ability of the respondent to perform the obligations of any contract resulting from this RFP, vendors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1.0 Corporate Information

- 1.1 Provide legal corporate name, phone, fax and address of headquarters.
- 1.2 List any names your firm has previously operated under since beginning operations.
- 1.3 Provide a brief history of the company including the number of years your firm has been in the business of providing collocation space and services as requested in this RFP. Include other products/services your firm markets as well.
- 1.4 List all operating locations.
- 1.5 Is your organization under the control of any other organization or entity (i.e. is your organization a subsidiary)? If so, list names and addresses and note when such change in control took place.
- 1.6 State the total number of your firm's full time employees.
- 1.7 Provide the name and contact information of the person the University should contact with questions concerning this RFP.

2.0 Industry

- 2.1 List all industry strategic and/or certified partnerships and the nature and duration of each relationship.
- 2.2 List industry awards or honors the Bidder or its products have earned.

3.0 References

Provide at least three (3) relevant references including individual contact names and numbers, nature of services provided, length of time reference has contracted with your firm. It is our intention to contact these references to validate the reference and ask for general qualitative feedback regarding the services provided.

V. REQUIREMENTS

The University has established minimum requirements to meet the University's needs. Bidders must answer each requirement listed and indicate whether the solution proposed "Complies Fully", "Complies Partially" or "Does Not Comply" in the table provided at the end of this section. The requirements must be answered in the order in which they are listed. Responses of "Complies Partially" or "Does Not Comply" must include additional discussion of these responses. All discussions must be answered in the order they are listed. References to websites, URLs, or documents not included in the Proposal are not acceptable responses.

Some of the items are required that is they are considered essential. These are identified herein and on the response worksheet as "Required." Responses that do not meet or provide acceptable exceptions to all of the required items may be considered non-responsive. Other items are identified as "Desired". These items may be omitted or alternatives may be proposed (exception) and will be considered in the proposal evaluations.

A. Co-location Space:

1. *REQUIRED*– Location – Proposed co-location space must be located in the building at 56 Marietta St., Atlanta, GA. University WAN circuits currently terminate in this facility.
2. *REQUIRED* – Availability Guarantee –Respondent must provide a 99.982% or better availability guarantee for the power, HVAC, and connectivity to the co-located equipment. Specify guarantee.
3. *REQUIRED* – Certification – Respondent must be SAS 70 Certified.
4. *DESIRED* – Occupancy - The facility should not be more than 80% occupied. A description of occupancy rates and trends should be provided. A first-right-of-refusal option for acquiring additional rack space in the event of a facility full condition should be provided.
5. *REQUIRED* – Racks - A set of three (3) contiguous 42U (or greater) powered rack enclosures must be provided. The contents of these enclosures and the basis of this bid are provided in Exhibit A, hereinafter referred to as the UA equipment. All of this equipment will be provided in rack-ready condition by the University (see Move-in Services).

B. Clean Office Workspace

1. *DESIRED* – Workspace – In the event that substantial on-site work is required on the part of the University in setting up, maintaining, or using the co-located UA equipment, basic desk space and associated amenities for up to 3 people in reasonable proximity to the equipment are desired. Please describe the nature, location, and availability of clean office workspace for that purpose. Any additional costs associated with that should be itemized in Section VI .

C. Power

1. *REQUIRED* – Power Redundancy - Facility power must provide N+1 or better redundancy including:
 - Substation
 - Feeds from substations
 - Generators
 - UPS systems
 - Room distribution systems from UPS units to rack enclosures
2. *REQUIRED* – Power fail-over testing – Complete testing of power failure modes must be performed at least quarterly and records of those tests must be available.
3. *REQUIRED* – Power options – Rack power options must include 110VAC single phase, 208 VAC single phase and 208VAC 3 phase. A description of rack power provisioning options and flexibility must be provided.

4. *DESIRED* – Power capacity – Facility should not be operating above 60% capacity on any of the electrical supply system components and opportunities should exist for increasing electrical capacity non-disruptively when required. Document power capacity in your response.

D. Physical Security

1. *REQUIRED* – Physical security – The facility must be physically secure and all access fully controlled. A general description of physical security and access control provisions must be provided.
2. *REQUIRED* – Locking cabinets – Must provide locking cabinets. Provisions for key management must be specified.
3. *REQUIRED* – Access protocols – Access protocols for authorized staff must be described.

E. HVAC

1. *REQUIRED* – Temperature control – Air temperature within the co-location space must be maintained at 75 degrees Fahrenheit or lower.
2. *REQUIRED* – Humidity control – Relative humidity must be maintained within 30-60%.
3. *REQUIRED* – AC Redundancy – Air conditioning systems must have full redundancy of N+1 or better (specify).

F. Fire and Moisture Safety Systems

1. *REQUIRED* – Fire detection/suppression – A description of the fire detection and fire suppression systems must be provided. The fire suppression agent must be specified.
2. *REQUIRED* – Fire safety testing – A description of the testing schedules and protocols for the fire detection and suppression systems must be provided.
3. *REQUIRED* – Water hazard control – A description of any potential water sources in or near the facility must be provided along with provisions for moisture detection and mitigation protocols.

G. Connectivity

1. *REQUIRED* – Peering options – A description of the available peering connectivity options must be provided.
2. *REQUIRED* – Cross-connect options – A description of the available cross-connect options must be provided.

H. Services

1. *REQUIRED* – Power Monitoring – PDU level power monitoring is required.
2. *REQUIRED* – Bandwidth monitoring – Monthly monitoring of bandwidth utilization down to 5 minute intervals must be provided. Describe bandwidth monitoring services and output.
3. *REQUIRED* – Hands & Eyes Assistance – On-site personnel must be available to provide support for performance of hardware diagnostics, physical reboot or power cycling, requested changes to connections, or other basic tasks. Describe the limits to and availability of these services. Any incremental costs for these services must be included in the itemization of costs.
4. *REQUIRED* – Move-in – Under separate agreement, UA will be contracting with a qualified agent to de-rack, pack, ship, unpack, and rack the equipment to be co-located. The co-location provider must:
 - Be present during the receiving, unpacking, and racking processes.
 - Perform photographic and written documentation of equipment during receiving.
 - Provide oversight and validation of racking according to specifications provided by UA.
 - Document any failures or faults that occur during power on validation.
 - Sign receiving and setup documentation.

- Perform in-rack, between rack, and external connectivity interconnection according to agreed-upon specifications and standards.
 - Assist UA personnel in validation of operational readiness.
5. *DESIRED* – NOC Monitoring – Provider should provide options for connectivity to NOC monitoring services.
 6. *DESIRED* – Multi-tier DIA bandwidth – Provider should describe bandwidth tier options supported.
 7. *DESIRED* – Cloud services – Provider should provide utility-based cloud service options. Describe options available and general budgetary cost information.
 8. *DESIRED* – Managed services – Provider should provide options for provision of servers, appliances, firewalls, storage, etc. on a monthly fee basis as needed. Describe managed service options and examples of costs.
 9. *DESIRED* – Backup services – Provider should offer backup and/or data archival service options. Describe service options and provide example pricing information.

I. Costs and Terms

1. *REQUIRED* – Contract terms – Provider must clearly describe general contract terms that will be offered under the bid proposal including but not necessarily limited to:
 - A two (2) year contract with the up to three (3) one year renewals, for a term not to exceed five (5) years.
 - Rate guarantees and increase options
2. *DESIRED* – Price changes – Provider should specify how rates have changed historically and what rate increases might be expected in the future.

J. Pricing

1. *REQUIRED* – Cost basis specification – Provider must clearly describe the basis of cost computations for co-located equipment. In particular, if there are power consumption based costs, provider must stipulate how consumption is measured and how charges are computed.
2. *REQUIRED* – Services pricing – For services offered in support of the requirement listed herein, provider must clearly specify all one-time and recurring costs of the services.
3. *REQUIRED* – Basic co-location and packaged service costs – Provider must specify a schedule of one-time and recurring costs for co-location of the racks and equipment specified in EXHIBIT A. Provider must specify all services included in that price. Any services not listed are assumed to be at additional cost.

ITEM #	REQUIREMENT TYPE/SUBJECT	COMPLIANCE	DETAILS/ RESPONSE
A.	Co-Location Space		
1	REQUIRED – Location		
2	REQUIRED – Availability Guarantee		
3	REQUIRED – Certification		
4	DESIRED – Occupancy		
5	REQUIRED – Racks		
B.	Clean Office Workspace		
1	DESIRED – Workspace		
C.	Power		
1	REQUIRED – Power Redundancy		
2	REQUIRED – Power fail-over testing		
3	REQUIRED – Power options		

4	DESIRED – Power capacity		
D.	Physical Security		
1	REQUIRED – Physical security		
2	REQUIRED – Locking cabinets		
3	REQUIRED – Access protocols		
E.	HVAC		
1	REQUIRED – Temperature control		
2	REQUIRED – Humidity control		
3	REQUIRED – AC Redundancy		
F.	Fire and Moisture Safety Systems		
1	REQUIRED – Fire detection/suppression		
2	REQUIRED – Fire safety testing		
3	REQUIRED – Water hazard control		
G.	Connectivity		
1	REQUIRED – Peering options		
2	REQUIRED – Cross-connect options		
H.	Services		
1	REQUIRED – Power Monitoring		
2	REQUIRED – Bandwidth monitoring		
3	REQUIRED – Hands & Eyes Assistance		
4	REQUIRED – Move-in		
5	DESIRED – NOC Monitoring		
6	DESIRED – Multi-tier DIA bandwidth		
7	DESIRED – Cloud services		
8	DESIRED – Managed services		
9	DESIRED – Backup services		
I.	Costs and Terms		
1	REQUIRED – Contract terms		
J.	Pricing		
1	REQUIRED – Cost basis specification		
2	REQUIRED – Services pricing		

VII. PROPOSAL PRICING

ITEM #	ITEM DESCRIPTION	ONE TIME	MONTHLY	ANNUAL
1	Space (license fee) for three (3) full locking cabinets			
2	Fiber Cross Connect Charges			
3	Activation Charges per Cross Connect			
4	One Time Costs for Co-location of the racks and equipment specified in Exhibit A			
5	One Time Set Up Charges			
6	Power--Actual Cost			
7	Remote Hands Service Package—2 hours per month			
8	Hourly rate during business hours			
9	Additional Costs: Describe and itemize			

VIII. EXHIBIT A: UA equipment to be co-located.

Note: Power load data is estimated based on documentation available. It does not necessarily represent actual average loads. See cost section for power-based cost expectations.

Item	Power Load (Watts)	Rack Units	Weight (Lbs.)
DR Site Vmware hosts (PowerEdge R815)	3300	6	159
DR Site Vcenter server (PowerEdge R415)	500	1	36
M5000 (Oracle DBs)	2400	10	275
T3-1 (Unix app servers)	1200	4	120
Storage array for DR Site	5576	27	958
Exchange 2007 Server (Already in inventory)	1100	4	92
Core Web Services (PowerEdge R715)	1100	2	53
MySQL Slave Node (PowerEdge R815 - already ow	1100	2	53
DR Site Vmware host (PowerEdge R815) (Learn9)	1100	2	53
DB server for Learn9 (PowerEdge R810)	2200	4	106
ActionCard Server (PowerEdge R815)	1100	2	53
ActionCard Server 2 (PowerEdge R715)	1100	2	53
Compellent SAS Enclosure (1 for Learn9 and 1 for	800	4	100
Compellent Linux NAS Server (Learn9)	400	1	50
Totals	22976	71	2161



DISCLOSURE STATEMENT

1. Contract/Purchase Order No. _____
2. Name of Contract/Grantee: _____
Address: _____

Telephone: _____
Fax: _____
3. Nature of Contract/Grant: _____

4. Does the contractor/grantee have any relationships with any employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract? If so, please state the names, relationships, and nature of the benefit.

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

This Disclosure Form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

Signature of Authorized Agent of Contractor/Grantee

Date: _____

RETURN FORM TO: The University of Alabama
Purchasing Dept.
Box 870130
Tuscaloosa, AL 35487-0130
Ph: (205) 348-5230
Fax: (205) 348-8706
www.purchasing.ua.edu

THE UNIVERSITY OF ALABAMA

Purchasing Department

 Box 870130, Tuscaloosa, AL 35487
 Ph: (205) 348-5230 Fax: (205) 348-8706

Accounts Payable

 Box 870137, Tuscaloosa, AL 35487
 Ph: (205) 348-7377 Fax: (205) 348-5063

REQUEST FOR VENDOR INFORMATION
NOTE: PAYMENT WILL BE HELD UNTIL FORM IS RETURNED.
Effective April 1, 2010 UA policy requires that all payments be made via direct deposit.

Federal law requires us to obtain a valid taxpayer identification number (TIN) for each person or entity to whom the University makes a reportable payment. Complete this form and return it to the address above or fax it to (205) 348-5063.

Name as registered with the IRS: _____
 Name as it appears on your Social Security card of SS-4 application.

DBA (doing business as): _____
 Business name if different from individual or parent company name.

Taxpayer Identification Number: Enter your 9-digit number that corresponds to the name entered above. For individuals, this is your social security number. For other entities, it is the employer identification number assigned by the IRS.

Type of Entity for IRS Tax Filing Purposes:

 Individual ☐ Sole Proprietor ☐ Corporation ☐ LLC ☐ Partnership ☐ Government Agency ☐

Tax Exempt Entity (list type): _____ Other (please specify): _____

 Are you or any of the officers/members/owners of your organization currently or previously employed by UA? ☐ Y ☐ N

If yes, list positions held: _____

 Are you or any of the officers/members/owners of your organization related to a UA Employee? ☐ Y ☐ N

If yes, list name of UA employee: _____

 For individuals, are you a U.S. citizen? ☐ Y ☐ N If no, list country of citizenship: _____

Order From/Solicitation Address:

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Remit to Address:

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Website: _____

Vendor Classification (select all that apply)
☐ Female-owned ☐ Male-owned ☐ Small ☐ Large ☐ Non-Disadvantaged (non-minority)

Total number employed by company: _____

Socially and Economically Disadvantaged Businesses. To be considered disadvantaged, the company must be 51% or more owned, controlled, and operated by one of more of the following groups. Check all that apply:

☐ Black American ☐ American Indian ☐ Asian Indian American ☐ Hispanic American ☐ Asian Pacific American ☐ Disabled

Other socially & economically disadvantaged group, please specify: _____

Dun & Bradstreet Number: _____ Rating Date: _____ Rating: _____ Gross Sales Last Year: _____

Type of Products/Services provided: _____ Year Company Established: _____

Certification. Under penalties of perjury, I certify that: (1) the number shown above is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been identified by the IRS that I am subject to backup withholding.

Signature: _____ Date: _____

Printed Name: _____ Title: _____