REQUEST FOR SEALED PROPOSALS

RFP No.  5032001
Issue Date:  5/20/15
Title:  Branding and Integrated Marketing
Contact Name:  Michael Haskins
Contact Phone:  251.460.6211

Return Original To:
University of South Alabama
Purchasing Department
307 University Blvd.
Mobile, AL  36688-0002

Opening Date: 4/6/15  Opening Time: 11:00 a.m.

1. Pursuant to provisions of the State of Alabama Competitive Bid Law rules and regulations adopted thereunder, proposals will be received on the items noted herein by the University of South Alabama Purchasing Department until the date and time stamped above. **RFP number and opening date must be clearly marked on the outside of all responses.**
2. Interested respondents should review the attached Standard Terms and Conditions for additional information prior to responding to this Request for Sealed Proposals.
3. All responses are F.O.B. Destination.

Company Name: ___________________________  Phone: ___________________________
Address: ___________________________  Fax: ___________________________
City: ___________________________  State: ___________________________
Zip Code: ___________________________  Email: ___________________________

Responses may “NOT” be sent via fax or email to the University in response to this solicitation.
Response must be signed in ink or it will not be considered.

__________________________  ___________________________
Representative Name  Date

Signature
University of South Alabama

Branding and Integrated Marketing

Request for Proposals No. 5032001
Purpose

The University of South Alabama’s Office of Marketing and Communications seeks a comprehensive, experienced higher education marketing and communications agency for the purpose of partnering in the development, communication (internal and external) and implementation of a University-wide brand and a comprehensive integrated marketing strategy and plan. The goals of this initiative are:

- to create consensus among key stakeholders with regard to the University brand and to develop an appropriate brand and visual identity portfolio;
- to develop an integrated marketing and communications strategy that is built on the brand, as well as on the University’s strengths and strategic priorities;
- to introduce the University community to the concepts and benefits of integrated marketing and branding;
- to build a stronger regional and national identity for the University and enhance the University's reputation in the marketplace;
- to support widespread communication and understanding of the University's strategic plan and the executive team's strategic priority focus areas;
- to create awareness and communicate relevance to target audiences;
- to enhance direct marketing efforts (especially in the areas of recruitment, retention, alumni participation and donor support);
- to create a 1-3 year marketing strategy and plan;
- to create and disseminate a printed and web-based branding and visual identity guide.

The Office of Marketing and Communications expects to accomplish the above goals by working with the external partner on: creation and leadership of a campus-wide Marketing and Branding Advisory Committee; work with the committee on brand analysis, reasearch and discussion leading to a narrative brand story and brand promise, positioning statement, elevator speech, and key messaging guide; development of a complete brand and visual identity portfolio (including a comprehensive print and online manual); development of an integrated marketing strategy designed to efficiently and effectively communicate the brand and support the University's strategic priorities; development of outlines for individual marketing plans for specific areas of the University; enhancement of internal and external communications; and leadership of University-wide marketing and communications functions.
About the University

The University of South Alabama is a comprehensive, global university that provides students a quality education in business, the liberal arts, education, engineering, computing, the sciences and health care. USA offers nearly 100 undergraduate, graduate and doctoral degrees through its nine colleges and schools, and is ranked Research University/High by the Carnegie Foundation for the Advancement of Teaching. The University fields 17 Division I athletics teams.

The University annually enrolls more than 16,000 students and has awarded more than 80,000 degrees in its 52-year history. USA is also an economic driver for the central Gulf Coast, with an annual economic impact exceeding $3 billion. The University has over the past 10 years significantly expanded and enhanced its physical campus, while over the same period the University has grown its student population while enhancing the overall quality of the student body.

In health care, USA provides students outstanding medical education through the colleges of Medicine, Nursing and Allied Health Professions, and the community with advanced and innovative care and research through the USA Physicians Group, USA Medical Center, USA Children’s & Women’s Hospital and the USA Mitchell Cancer Institute. For more information, see http://www.southalabama.edu/aboutusa/index.html.

Strategic Plan

In Fall 2013, the University Board of Trustees approved a comprehensive strategic plan, which included the key strategic objective of reaching an enrollment of 20,000 students within ten years in a fiscally responsible manner while strengthening high academic standards. For a complete narrative, see http://www.southalabama.edu/departments/presidentsoffice/strategicplan.html.

The University has had three presidents in its history. Dr. Tony G. Waldrop was named the third president in the history of the University of South Alabama on February 6, 2014.

In his inaugural address, President Waldrop identified five priority areas of focus within the strategic plan that will be the initial focus of strategic plan implementation. These are:
- Student Access and Success
- Enhancement of Research and Graduate Programs
- Global Engagement
- Excellence in Health Care
- University-Community Engagement.

The University currently has individual committees focusing on each of these five priorities.

**USA Mission Statement**

The University of South Alabama, with a global reach and special focus on the Gulf Coast, strives to make a difference in the lives of those it serves through promoting discovery, health, and learning.

**USA Vision Statement**

The University of South Alabama will be a leading comprehensive public university internationally recognized for educational, research, and health care excellence as well as for its positive intellectual, cultural, and economic impact on those it serves.

**Situation Analysis**

The Executive Director for Marketing and Communications position is new at the University (hired December 1, 2014), and the Office of Marketing and Communications replaced the former Office of Public Relations, which houses the functions of media and public relations, advertising and marketing. Because the Executive Director is a new position, there currently is no foundational marketing and communications strategy or guidelines. Thus the move to an integrated marketing and branding mode will be an excellent opportunity build consensus and create engagement among faculty, staff, students, alumni, donors, parents, and the community.

There is significant support on campus for an integrated marketing and branding effort, and there is strong desire for cooperation and collaboration among the various campus areas. The absence of an overall marketing plan, however, means that the different areas within the University are sending out different, sometimes conflicting, messages without always measuring the impact or
considering the strategic implications of marketing the university as a whole. Significant on-campus education and outreach will be necessary to ensure that the integrated marketing and branding processes and plans — once completed and introduced — are understood, have wide support and thus have the best chance to succeed.

With regard to visual identity, there is significant variation in design, usage and quality. There are conflicting logos and word marks in use on the campus. Thus the creation and introduction of a comprehensive set of brand guidelines along with templates and a communications toolkit that addresses all aspects of visual identity and communication, and provides useful tools to the community, will be one of the primary outcomes and is essential to the success of this process.

Scope of Work

It is the intent of the University of South Alabama to review proposals from firms with a minimum of 7 years integrated marketing and branding experience, higher education experience preferred, and a demonstrated track record of success in integrated marketing and branding initiatives with complex partner institutions, with the intent to partner on a process to complete the Purpose as explained above. Key deliverables for this process include:

- An analysis of existing documentation and research, and its application to the branding initiative, with a written report containing a summary of findings.
- Recommendations for additional quantitative research, if appropriate. Additional recommended quantitative research would be contracted and billed outside the scope of this contract, if appropriate, and would not necessarily be awarded to the partner agency.
- A sufficient number (no less than 50) of qualitative interviews with representatives of all stakeholder groups, including faculty, staff, students, administrators, trustees, alumni, parents, public officials and others to develop a written report and assessment of the University's brand promise, strengths and attributes. Responses to this RFP should include a specific plan for conducting this research. Cost for this research should be included within the overall bid for this project.
- A complete brand portfolio (brand promise, brand attributes, core themes and messages, sub-brands, key messages) including a written brand story, brand promise, brand attributes and key messages.
• A complete visual identity guide, including final recommendations for design elements, colors, typography, as well as production and delivery (in Adobe InDesign) of templates for brochures, signage, advertising, banners, PowerPoint, and a stationery system including letterhead and business cards, web graphics and merchandise.

• A written and designed Brand Manual containing comprehensive guidelines and examples for integrating the brand themes into all campus marketing communications. The brand manual should address all aspects of brand and visual identity usage, including sub-brands, messages, an editorial style guide, logos, word marks, graphic elements, stationery, design applications for collateral materials, signage, Web, PowerPoint, and promotional items.

• A written plan for an integrated marketing communications strategy for internal and external audiences, to include: prioritization of target audiences, understanding of goals, and suggestions for implementation through direct marketing, advertising, web, public relations and events.

Response to the RFP should include a detailed timeline for accomplishing these objectives within the general timeframe outlined below, and a profile of the staff members who will work with the University on this project. Firms located outside the Mobile area must specifically indicate how many trips by staff to campus are included in their proposal.

Specifically the process will include:

**Phase I (April-July 2015)**

**Step 1 — Situation Analysis and IM/Branding Advisory Committee Development**

• Conduct an overall project planning meeting with Executive Director of Marketing and Communications.

• Assess and analyze existing research results, positioning documents, publications and marketing communications, and generate an executive summary and recommendations for additional research, taking into account common themes, opportunities and issues.

• Review existing internal and external assessments and research to understand target audience perceptions (prospective and current students, parents, donors, legislators, corporations,
Generate a report on issues related to awareness, image, competitive positioning, and academic reputation.

- Conduct a comprehensive internal brand and communications audit of the University, including qualitative individual and group interviews with key constituencies as outlined in the deliverables section, and create a presentation with results and recommendations for the advisory committee to consider in the context of discussing institutional identity and branding. RFP response should include plans for interview process and participants.

- Consult with Executive Director on best practices for leadership of an Advisory Committee; and assist in creation of presentations and assignments that will direct the group to work effectively and efficiently.

- Attend Advisory Committee meetings and assist the Executive Director in leading the Advisory Committee through exercises in internal assessment, SWOT analysis, and competitor and external assessments.

- Develop a presentation for university-wide rollout of IM/Branding Initiative that will engage the community at important points in the process, gain support and buy-in, and create understanding of the process and the value of consistent brand marketing.

- Conduct a review of the brand positions of select competitors, and provide a report with information about market position and recommendations for more effective competition.

Step II — Brand Clarification and Development

- Work within the context of, and with the members of, the Advisory Committee to define and prioritize target audiences and conduct an analysis of current vs. desired positioning.

- Work within the context of the Advisory Committee and use the results of Research, Assessment and Situation Analysis to develop and refine the University of South Alabama’s brand portfolio (brand promise, brand attributes, core themes and messages, sub-brands, key messages). This step should include delivery a written draft brand story, brand promise, brand attributes and key messages.

- Test the brand promise and message with the Advisory Committee and focus groups.

- Assist in leading a discussion regarding taglines, logos, descriptors and overall visual identity, with an eye towards final development of an integrated marketing plan that will effectively communicate the brand.
Phase II (July - September 2015)

Step III — Creative Development, Communications Plan and Assessment

- **Apply the brand to examples of a complete visual identity**, including design elements, colors, typography, as well as production of template publications, brochures, signage, advertising, banners, web pages and merchandise.

- **Create and write, with input from the Advisory Committee, the brand manual**, to contain comprehensive guidelines and examples for integrating the brand themes into all campus marketing communications. The brand manual should address all aspects of brand and visual identity usage, including sub-brands, messages, an editorial style guide, logos, word marks, graphic elements, stationery, design applications for collateral materials, signage, Web, PowerPoint, and promotional items. University staff will provide input and assistance, however the brand manual will be written and produced by the external agency.

- Assist in planning and implementation of an internal and external brand training process for employees and vendors.

- Assist in development of an overall, comprehensive plan for the initial brand rollout, as well as the development of a written continuing integrated marketing communications strategy for internal and external audiences, to include: prioritization of target audiences, understanding of goals, and suggestions for implementation through direct marketing, advertising, web, public relations and events. Plan a major on-campus rollout event.

- Provide guidance and assistance in implementing an assessment process, to include follow-up research that will compare results to initial benchmarks.
Budget

The university has allocated a budget for the project described in this RFP of no more than $150,000. The award made as a result of this solicitation will not exceed the amount stated, inclusive of all costs related to the project, including all travel and related expenses. A detailed breakdown of billing milestones should be included in the response. Responses exceeding the amount stated will not be considered.

Submission Process

Interested agencies should submit six (6) hard copies of their proposal by the deadline. All responses will be reviewed by a committee that may either award the contract or select finalists to participate in an interview, either in person or by teleconference.
STANDARD TERMS AND CONDITIONS

IMPORTANT NOTICE REGARDING ALABAMA SALES TAX

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 SUBMITTED THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2000-557, 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.**

By acceptance of a University of South Alabama purchase order or contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**Important Notice:** All payments and reimbursements are processed via direct deposit. Payees who have not already enrolled to participate in direct deposit must do so to receive payment. Enrollment may be accomplished by completing a USA Direct Deposit form, available at: [http://www.southalabama.edu/financialaffairs/purchasingdepartment/dadauth.pdf](http://www.southalabama.edu/financialaffairs/purchasingdepartment/dadauth.pdf)

1. PREPARATION OF BIDS

1.1 Failure to examine any drawings, specifications, and instructions will be at bidder’s risk.

1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.

1.3 Brand Name References: Unless specified “No Substitute,” any catalog brand name or manufacturer’s reference used in the bid invitation is for descriptive/comparison purposes only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer’s illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and or specifications identified in this bid invitation. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the invitation.

1.4 Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder’s name and address, bid number and item number.

1.5 Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid where applicable.

2. SUBMISSION OF BIDS

2.1 Bids, modifications or corrections thereof received after the closing time specified will not be considered. All bid responses must be received via sealed envelope. Faxed responses will not be accepted.

2.2 Quoted prices must reflect all applicable handling, shipping, freight, and delivery charges. No additional fees, charges, etc., may be added to vendor’s invoices without prior approval from the University.

3. ACCEPTANCE OF BIDS

3.1 The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, and to award the bid to best serve the interest of the University.

3.2 If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the University shall have 30 days to accept.

4. ERROR IN BID

4.1 In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.
5. AWARD

5.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.

5.2 When more than one item is specified in the invitation, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Sealed Bids, or as expressly stated in the Request for Sealed Bids.

5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Request for Sealed Bids results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.

6. DELIVERY

6.1 The Request for Sealed Bids will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.

6.2 Delivery shall be made during University work hours, 8:00 a.m. to 4:30 p.m., unless prior approval for other shipment has been obtained.

6.3 Packing memoranda shall be enclosed with each shipment.

7. ACCEPTANCE AND REJECTION

7.1 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the vendor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

8. TAXES AND TRADE DISCOUNTS

8.1 The University of South Alabama is a state educational institution exempt by law from payment of such taxes. Do not include state or local sales taxes in bid price.

8.2 Trade discounts should be deducted from the unit price and net price should be shown in the bid.

9. DEFAULT

9.1 Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.

9.2 Consistent failure to meet delivery without acceptable justification may cause removal from the bidders list or suspension of eligibility for award.

10. WAIVER

10.1 The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

11. CANCELLATION

11.1 Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

12. ALTERNATE BIDS

12.1 Unless specifically requested by the University, alternate bids will not be considered. An alternate is considered to be a bid
that does not comply with the minimum provisions of the specifications.

13. BID OPENINGS
13.1 Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made, either stated or implied, at the bid opening.

14. INVOICING
14.1 The contractor shall be paid upon completion of all of the following: (1) submission of an original itemized invoice indicating both the bid number and the purchase order number (where applicable), (2) delivery and acceptance of all commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the University of South Alabama department of Accounts Payable.

15. PRICING
15.1 Bidders must quote FOB University of South Alabama, Mobile, Alabama. In case of such errors in extension, unit price shall govern. Prices are firm and, thus, are not subject to escalation unless otherwise stated in the Request for Sealed Bids. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening date.

16. GUARANTY
16.1 All items bid shall be newly manufactured, in first class condition, of latest model and design, to include where applicable containers suitable for shipment and storage unless otherwise specified in the Request for Sealed Bids. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that, if sold by drawing, specifications, or sample, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that, if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws relating to construction, packaging, labeling, and registration have been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

16.2 Per Section 39 of the Alabama State Bid Law, bidders for public works (construction) projects valued in excess of $50,000 shall file either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the awarding authority for an amount not less than five percent of the awarding authority's estimated cost or of the contractor's bid, but in no event more than ten thousand dollars ($10,000) unless otherwise stated in this Request for Sealed Bids unless otherwise noted in this Request for Sealed Bids.

In addition, the successful bidder for public works projects valued in excess of $50,000, shall provide a performance bond, with penalty equal to 100 percent of the amount of the contract price, and a payment bond, payable to the awarding authority letting the contract, shall be executed in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond unless otherwise noted in this Request for Sealed Bids.

17. STORAGE
17.1 The University will be responsible for storage if the contractor delivers within the time required and the University cannot accept delivery.

18. VARIATION IN QUANTITY
18.1 The University of South Alabama assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the University purchase order.

19. STATE PROPERTY
19.1 Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the University and the State and shall be kept confidential, used only as expressly authorized and returned to the University at the contractor's expense. Commodities must be properly identified by description when returned.

20. PATENTS OR COPYRIGHTS
20.1 The contractor agrees to indemnify and hold the University harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.
21. ASSIGNMENTS

21.1 Any contract entered into pursuant to the Request for Sealed Bids is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

22. OTHER REMEDIES

22.1 In addition to the remedies outlined herein, the contractor and the University of South Alabama have the right to pursue any other remedy permitted by law or in equity.

23. ANTI-TRUST ASSIGNMENT

23.1 As part of the consideration for entering into any contract pursuant to the Request for Sealed Bids, the bidder named on the front of the Request for Sealed Bids acting herein by the authorized agent, hereby assigns, sells and transfers to the University of South Alabama all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the state of Alabama for price fixing, which causes of action have accrued.

24. CLARIFICATIONS

24.1 Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. The University of South Alabama will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this Request for Sealed Bids must be addressed to the University of South Alabama Purchasing Department, 307 University Blvd., Room AD-245, Mobile, AL 36688-0002 (Telephone 251-460-6151).

25. PROPRIETARY INFORMATION

25.1 All bid information, proposals, applications, briefs, sales brochures, etc. will become the property of the University of South Alabama when submitted in response to this Request for Sealed Bids. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

26. PRODUCT INFORMATION

26.1 Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

27. TERMS AND CONDITIONS

27.1 To be considered, bidders must include as part of their bid all of the provisions of this Request for Sealed Bids. An official authorized to bind the bidder must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Alabama, the laws of the State of Alabama will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this Request for Sealed Bids and the bidder's response.
5. AWARD

5.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.

5.2 When more than one item is specified in the Invitation, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Sealed Bids, or as expressly stated in the Request for Sealed Bids.

5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Request for Sealed Bids results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.

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6.3 Packing memoranda shall be enclosed with each shipment.

7. ACCEPTANCE AND REJECTION

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8. TAXES AND TRADE DISCOUNTS

8.1 The University of South Alabama is a state educational institution exempt by law from payment of such taxes. Do not include state or local sales taxes in bid price.

8.2 Trade discounts should be deducted from the unit price and net price should be shown in the bid.

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14. INVOICING
14.1 The contractor shall be paid upon completion of all of the following: (1) submission of an original itemized invoice indicating both the bid number and the purchase order number (where applicable), (2) delivery and acceptance of all commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the University of South Alabama department of Accounts Payable.

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16.1 All items bid shall be newly manufactured, in first class condition, of latest model and design, to include where applicable containers suitable for shipment and storage unless otherwise specified in the Request for Sealed Bids. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that, if sold by drawing, specifications, or sample, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that, if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws relating to construction, packaging, labeling, and registration have been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

16.2 Per Section 39 of the Alabama State Bid Law, bidders for public works (construction) projects valued in excess of $50,000 shall file either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the awarding authority for an amount not less than five percent of the awarding authority's estimated cost or of the contractor's bid, but in no event more than ten thousand dollars ($10,000) unless otherwise stated on this Request for Sealed Bids unless otherwise noted in this Request for Sealed Bids.

In addition, the successful bidder for public works projects valued in excess of $50,000, shall provide a performance bond, with penalty equal to 100 percent of the amount of the contract price, and a payment bond, payable to the awarding authority letting the contract, shall be executed in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond unless otherwise noted in this Request for Sealed Bids.

17. STORAGE
17.1 The University will be responsible for storage if the contractor delivers within the time required and the University cannot accept delivery.

18. VARIATION IN QUANTITY
18.1 The University of South Alabama assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the University purchase order.

19. STATE PROPERTY
19.1 Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the University and the State and shall be kept confidential, used only as expressly authorized and returned to the University at the contractor's expense. Commodities must be properly identified by description when returned.

20. PATENTS OR COPYRIGHTS
20.1 The contractor agrees to indemnify and hold the University harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.
21. ASSIGNMENTS

21.1 Any contract entered into pursuant to the Request for Sealed Bids is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

22. OTHER REMEDIES

22.1 In addition to the remedies outlined herein, the contractor and the University of South Alabama have the right to pursue any other remedy permitted by law or in equity.

23. ANTI-TRUST ASSIGNMENT

23.1 As part of the consideration for entering into any contract pursuant to the Request for Sealed Bids, the bidder named on the front of the Request for Sealed Bids acting herein by the authorized agent, hereby assigns, sells and transfers to the University of South Alabama all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the state of Alabama for price fixing, which causes of action have accrued.

24. CLARIFICATIONS

24.1 Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. The University of South Alabama will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this Request for Sealed Bids must be addressed to the University of South Alabama Purchasing Department, 307 University Blvd., Room AD-245, Mobile, AL 36688-0002 (Telephone 251-460-6151).

25. PROPRIETARY INFORMATION

25.1 All bid information, proposals, applications, briefs, sales brochures, etc. will become the property of the University of South Alabama when submitted in response to this Request for Sealed Bids. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

26. PRODUCT INFORMATION

26.1 Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

27. TERMS AND CONDITIONS

27.1 To be considered, bidders must include as part of their bid all of the provisions of this Request for Sealed Bids. An official authorized to bind the bidder must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Alabama, the laws of the State of Alabama will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this Request for Sealed Bids and the bidder’s response.
STATE OF ALABAMA
Disclosure Statement
Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

☐ Contract  ☐ Proposal  ☐ Request for Proposal  ☐ Invitation to Bid  ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes  ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes  ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

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<th>STATE AGENCY/DEPARTMENT</th>
<th>DATE GRANT AWARDED</th>
<th>AMOUNT OF GRANT</th>
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1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
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<th>STATE DEPARTMENT/AGENCY</th>
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Page 1 of 2
2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

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<thead>
<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/ AGENCY WHERE EMPLOYED</th>
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

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

Signature

Date

Notary's Signature

Date

Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.