Auburn University
Request for Proposal

RFP NO. B0008305

CREDENTIAL SPECIFICATIONS

Football, Arena, & Baseball/Softball Credentials

Due: 10:30 a.m. CDT on Wednesday, May 1, 2019

TABLE OF CONTENTS

Section I — **Request for Proposal**

Section II — **Instructions to Proposers**

Section III — **Form of Proposal**

Section IV — **Bid Conditions**

Printing Item Group #1 – Year-long/Season-long Credentials

Printing Item Group #2 - Football

A. Stadium Credentials/Passes
B. Special Credential – Photographer Armband
C. Football Wristbands
D. Barricade Passes Parking

Printing Item Group #3 – Arena Sports

A. Game Credentials/Passes

Printing Item Group #4 – Baseball/Softball

A. Baseball/ Softball Game Credentials/Passes

Section V — **Evaluation Criteria**

Section VI — **AU General Terms and Conditions**

Attachment A — **State of Alabama Vendor Disclosure Statement**

Section I. Request for Proposal

Auburn Athletics Department is seeking a one-year bid with a reputable supplier for sport credentials. All suppliers must be able to meet all the requirements stated herein to be considered as a potential supplier.

Special Conditions:

1. The Auburn Athletic Department and Auburn University Procurement & Business Services reserves the right to award specified portions of printing to multiple vendors.

2. Vendors must provide quotes on all portions of printing:
   Printing Item Group #1 – Year-long/Season-long Credentials
   Printing Item Group #2 - Football
   Printing Item Group #3 - Arena Sports
   Printing Item Group #4 - Baseball/Softball, Misc.

3. Price quotes should include freight/handling charges for jobs that will be shipped back to Auburn University.

4. Successful printer must have the capability to furnish color key proofs, etc., to ensure accurate production of tickets.

5. The successful printer must have an assigned account representative available to assist the Auburn Athletic Department in coordinating all phases of actual production and delivery of the finished product.

6. All shipments must contain a printed listing or manifest of items.

7. All bidders must furnish, with their bid, evidence of capacity and experience for completing the job, including a detailed description of design process and list of all printing and production equipment. Examples of five (5) credentials of similar complexity and quantity must accompany the bid along with the name of a contact person that the Auburn Athletics Department can contact to inquire as to their satisfaction with the printer's product and service.

8. Since credentials have a monetary value, the successful printer must take every precaution to protect them from all hazards. Proper security measures and adequate supervision must be provided to assure that all items are printed and delivered without duplicate or missing numbers. A complete description of the plant security precautions must accompany the bid.

9. Inadequate facilities to comply with all of the above provisions and all specifications will be grounds for rejection of the bid.

10. **Printing**: This bid invitation is for the purpose of entering into a printing contract with a printing supplier that is experienced in all phases of producing credentials, etc. The supplier will provide materials,

perform printing, and deliver printed material as specified within the bid document requirements.

Typesetting and artwork: All originals, photographs, artwork, paste-ups, negatives and magnetic media (if any) used in the production of the printing called for by the bid shall remain and/or become the property of Auburn University and shall be delivered to the user department, together with the printed material. In addition, all artwork, paste-ups, negatives and magnetic media shall be in a reusable condition and any damage thereto shall be considered the responsibility of the printer.

Verification of Printing Specifications: Information regarding copy, artwork, samples, and/or specifications, etc., shall be directed to the user department unless another contact is designated within the bid. It is the printer's responsibility to contact the appropriate individual and verify all specifications prior to submitting a bid.

Bidding Procedures: Questions regarding bidding procedures, time, and place shall be directed to Auburn University Procurement & Business Services, Beth Owen, (334) 844-3559 or by email to beth.owen@auburn.edu.

Changes and Proofs: Unless otherwise specified, all typesetting and artwork changes are to be included in the printing bid price. Additional cost for copy changes shall be quoted in this bid. It is the printer's responsibility to obtain signed and dated proof, if required.

12. **Credential Shipping & Delivery Dates:** Printer must meet shipping/delivery dates as requested by Auburn Athletics representative placing the order.

(Both parties will reach a mutually agreed date based on unforeseen circumstances that may arise.)

SPECIFIC REQUIREMENTS

1. All artwork, etc. for tickets, credentials, etc. will be furnished by the Auburn Athletics Department or developed under the direction of the Auburn Athletics Department in conjunction with the printer's graphic design department. The said artwork will remain the sole property of the Auburn Athletic Department.

2. Delivery of all materials described herein will be made to the following address:

Scott Carter
Auburn Athletics Event Management
392 S. Donahue Drive
Auburn University, AL 36849

REQUIREMENTS OF RESULTING CONTRACT

Requirements:

In reference to credential printing, the printer must offer an In-House Printing program that allows the Auburn Athletic Event Management Office to print season long and/or game by game credentials on a laser printer. The Printer must include pricing for the programming of the printer, the printer program, and any other necessary equipment (laminator, laminating sheets)

The Printer must have a graphic design department or graphic designers employed to assist with art development.

The Printer must have an online/website services department that can create an online request site for credential requests for Auburn Athletics to provide to requestors.

The Printer must have online capabilities for ordering and credential design for Auburn to manage large orders to be sent back to Printer for production and shipping and for managing on-site printing at Auburn of credentials.

SECURITY FEATURE REQUIREMENTS

In reference to credential printing, please include information on your ability to include the following security options or equivalent in printing: Security Foil, Metallic Inks, Die Cutting, Metal FX, Coin Reactive Ink, Embossing, Fluorescent Inks, Pen Reactive Ink, Spot Varnishing, Machine Readable Ink, Spot UV Coating, UV Invisible Fluorescent, etc.

PAYMENT FOR SERVICES RENDERED

There will not be a Purchase Order issued for this bid. An award letter will be used in place of a Purchase Order. Invoices will submitted to Athletics Event Management upon completion of printing jobs, payment will be submitted by referencing the bid number.

Any changes in price above quotes in this bid will be communicated in advance with written explanation.

PURPOSE OF BID REQUEST

The intended purpose of this request for bid is to establish a one (1) year contract for credential printing, with the option to renew for four (4) additional one (1) year terms upon written mutual consent. For each additional year, pricing and terms and conditions must be mutually agreed upon by the printer, the Athletic Department, and Auburn University Procurement & Business

Services. If one or more parties does not agree to continue, the contract will become null and void. The request for extension will be issued in writing by the Athletic Department and Auburn University Procurement & Business Services and agreed upon by the printer. Auburn University Athletic Department and Auburn University Procurement & Business Services reserves the right to award specified portions of printing to multiple vendors.

Auburn University reserves the right to cancel this contract with thirty (30) days written notice if service or performance does not meet specified standards. The contract may also be cancelled by convenience by either party. The effective date of cancellation shall be thirty (30) days after written notice of intent by one of the parties. The vendor will, however, be required to honor all orders placed prior to the date of cancellation if required to do so by the University.

Section II. Instructions to Proposers

A. Proposal Response

- Proposals should be addressed and delivered to Procurement and Business Services, Auburn University, 212 Ingram Hall, Auburn University, Alabama, 36849-5101, on or before the time and date set for closing. Proposals should be in a sealed envelope marked:

  Company Name
  RFP Number
  Data and Time Proposal is Due

- Proposers may withdraw proposals at any time prior to the time and date set for opening.

- The University reserves the sole and exclusive right to reject or accept any or all proposals and to waive any informality in proposal. The best interest of the University and their subsequent facilities shall be considered as the number one determining factor in selecting or not selecting a Proposer.

- No department, school, or office at the University has the authority to solicit official proposals other than Procurement and Business Services. All solicitation is performed under the direct supervision of the Director of Procurement and Business Services and in complete accordance with the University policies and procedures.

- The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. The University will make reasonable efforts to protect proprietary information but all records are subject to State of Alabama open records laws.

- Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Procurement and Business Services will schedule the presentations.

- The University is committed to the development of Small Business and Small Disadvantaged business (SB & SDB) suppliers. If subcontracting is necessary, the contractor will make every effort to use SB & SDB in the performance of this contract. Reporting will be required throughout the duration of the contract indicating the extent of SB & SDB participation.

- The Suppliers shall indemnify, defend, and hold harmless the University, its officers, agents, and employees from any claims, damages, and actions of any kind or nature arising from or caused by the use of any materials, goods, equipment, or services furnished by the Supplier, provided that such liability does not attribute to the sole negligence of the University.

- Read and comply with all instructions, specifications, General Terms and Conditions, and Bid Conditions.

Section III. Form of Proposal

A. Proposal Format

- Submit one (1) original and two (2) copies of the offeror's proposal in hard copy form. The original must be marked as "original" with the company officer's signature. Please also include an electronic copy of the proposal on USB drive. ***Failure to include the original response, the electronic copy, and all signed copies may be grounds for rejection of your initial response without further evaluation***.

- Original proposal and all copies must be on 8-½ x 11 text weight paper, using binding tabs that will facilitate the distribution and evaluation of the proposals.

- The original hard copy response must be in a standard size 3 ring binder or binders, tabbed and numbered as described on the following page.

    - Copies must be bound but may be bound using alternative binding.

    - If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the offeror must provide information following the numbered tab, telling the evaluator where the information can be found in the response.

- Copies may be submitted in bulk.

- The outer carton of the response must include the name of Company, RFP number, and due date and time.

- Questions and requests for information may not be rearranged, regrouped, or divided in any way.

- No faxed or emailed proposals will be considered.

B. Tabular / Paginated Format

- **Tab 1**: A one to two page executive summary of the offeror's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the RFP, and how the proposer plans to address the University's requirements.

- **Tab 2**: Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this RFP process.

- **Tab 3**: The financial statements of the company for the past three years. If the company is a division of a larger corporation, the statements must be submitted for the corporation as a whole **and** for that division of the corporation.

- **Tab 4**: A listing of the company projects/customers similar in size and scope to the services described in the RFP. This list must include the name, address, telephone, and email address of the client contract administrator. If applicable, please list examples of services rendered in the state of Alabama, particularly within institutions of higher learning.

- **Tab 5**: Description of any financial considerations and flexibility of the bidder.

- **Tab 6**: Exceptions to any terms and conditions.

- **Tab 7**: Description of environmental and sustainability policies of the bidder.

- **Tab 8**: Additional comments.

- **Tab 9**: Alabama Vendor Disclosure Statement.

Section IV. Bid Conditions

PRINTING ITEM GROUP #1 - YEAR-LONG/SEASON-LONG CREDENTIAL PRINTING SPECIFICATIONS

***Items detailed below are from past orders to provide background information to bidding printers to provide pricing. Quantity, size, materials used, data fields, etc. are subject to change.**

Quantity: 1500 Kim-Cut Laminates
Die-Cut: 3 3/8" X 5"
Several Pass Types as seen below
Variable Data: Photo, Name, Title

- Blue All Access Pass below has variable data based on sport (MBB, WBB, GYM, BSB, SB)
- Black Pass below is credential disclaimer and appears on back of all year/season long laminate credentials

Please also include pricing for materials to print these on-site (at Auburn) – blank variable data credentials, laminating sheets, printer, laminator, etc.

PRINTING ITEM GROUP #2 - FOOTBALL PRINTING SPECIFICATIONS

***Items detailed below are from past orders to provide background information to bidding printers to provide pricing. Quantity, size, materials used, data fields, etc. are subject to change.**

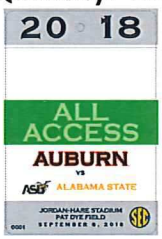
A. Game Credentials/Passes:

Stock: 130 lb cougar cover
Color: 4 color design, color and logo may vary per game. Text will vary per pass.
Size: 3x5
Samples: Available by request via PDF or hard copy
Requirement: hole punched, grommet, 3.5 elastic loop rounded corner
Special: 4 color design on front, 4 color disclaimer text on back. Color and logo may vary per game. Text will vary per pass; Number of games will depend on scheduling, will be no more than 9 and no less than 8 including A-Day (Spring Game)

- **Organize credentials by game**
- **Box by game for shipment**
- **Consecutive # by game**
- **A-Day will not print Post-game & Visiting Team**

Credential/Pass #1:

1. All Access
Quantity: 1600 to 1800; 200 passes printed for **each game**



Credential/Pass #2:

2. Game Operations
Quantity: 800 to 900; 100 passes printed for **each game**

Credential/Pass #3:

3. Premium Operations

Quantity: 800 to 900; 100 passes printed for **each game**

Credential/Pass #4:

4. Premium Gold

Quantity: 400 to 450; 50 passes printed for **each game**

Credential/Pass #5:

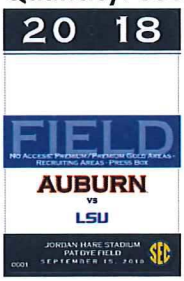
5. Visiting Team

Quantity: 1600 to 1800; 150 – 200 passes printed for **each game**

Credential/Pass #6:

6. Field

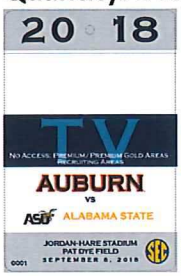
Quantity: 800 to 900; 100 passes printed for **each game**



Credential/Pass #7:

7. TV

Quantity: 2400 to 2700; 300 passes printed for **each game**



Credential/Pass #8:

8. Media

Quantity: 2400 to 2700; 300 passes printed for **each game**

Credential/Pass #9:

9. Pre-Game

Quantity: 1200 to 1350; 150 passes printed for **each game**

Credential/Pass #10:

10. Post-Game

Quantity: 400 to 450; 50 passes printed for **each game**

B. <u>Special Credential</u> – **Photographer Armband:**
Quantity: 2000 to 2250; 250 passes printed for **each game**
Stock: Convention Badge, adhesive for closure
Color: 1 color per game;
Size: 3" x 18"
Requirement: Pressure Sensitive **250** armbands **(per game)**; Game Specific; Wll be printed reading **"Photographer"**

C. <u>Football Wristbands</u>
Stock: 7mil Teslin
Color: 4 color with logo/text; text and color will vary per band; Some wristbands are game specific, with team logos, game date (MM/DD/YYYY); Some bands are not game specific
Size: 1" x 10" (8" x 10" sheets)
Samples: Available by request via PDF or hard copy
Requirement: As specified in color/quantities below; Will be for as many as 9, no fewer than 8 home games depending on how schedule falls including A-Day (Spring Game)

- **Consecutive # starts with 00001 per type, per color**
- **Game Specific versions start consecutive # with 00001 per game, per color**
- **Consecutive # is by band, not by sheet (different # for every band per sheet)**
- **Auburn Football band prints helmet logo instead of AU logo**

<u>Wristband #1 (game specific):</u>
1. Football (2 types per game)
Quantity: 6000 to 6750; 500 (1 color); 250 (1 color) bands printed for **each game**

<u>Wristband #2 (game specific):</u>
2. Olympic (2 types per game)
Quantity: 6000 to 6750; 500 (1 color) 250 (1 color) bands printed for **each game**

<u>Wristband #3 (game specific):</u>
3. Pre-game Recognition
Quantity: 2,400 to 2,700; 300 bands printed in different color for each game

Wristband #4 (game specific):

4. Halftime Recognition

Quantity: 1,600 to 1,800; 200 bands printed in different color for each game

Wristband #5 (game specific):

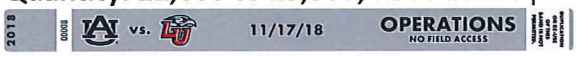
5. Approved Bag

Quantity: 12,000 to 13,500; 1500 bands printed in different color for each game

Wristband #6 (game specific):

6. Operations

Quantity: 12,000 to 13,500; 1500 bands printed in different color for each game



Wristband #7 (game specific):

7. Premium Operations

Quantity: 2,800 to 3,600; 400 bands per game in different color for each game

Wristband #8 (game specific):

8. Premium Gold

Quantity: 1,600 to 1,800; 200 bands printed in different color for each game

Wristband #9 (Generic/not a yearly order):

9. Operations

Quantity: 3000; 500 bands printed in 6 different colors

Wristband #10 (Generic/not a yearly order):

10. Premium Operations

Quantity: 600; 100 bands printed in 6 different colors

Wristband #11 (not a yearly order):

11. NFL Scout

Quantity: 500; 500 bands printed in 1 **color**

Wristband #12 (not a yearly order):

12. Media

Quantity: 800; 400 bands printed in 2 **colors**

Wristband #13 (not a yearly order):

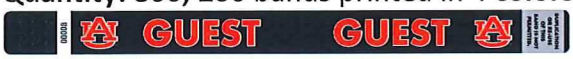
13. Staff

Quantity: 1,000; 250 bands printed in 4 **colors**

Wristband #14 (not a yearly order):

14. Guest

Quantity: 800; 200 bands printed in 4 **colors**



Wristband #15 (not yearly order):

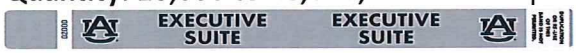
15. Tigers Unlimited

Quantity: 1500; 250 bands printed in **6 colors**

Wristband #16 (Generic/Yearly Order):

16. Executive Suite

Quantity: 16,000 to 18,000; 2000 bands per game; printed in **6 colors**



Wristband #17 (not yearly order):

17. Recognition

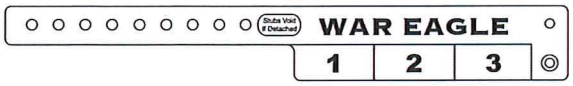
Quantity: 6000; 1000 bands printed in **6 colors**

Wristband #18:

18. War Eagle Tabbed Wristbands (Plastic with 3 tabs) 5/8" x 9 3/16"

Quantity: 21,000 to 24,000; 3000 bands per game printed in seven to eight colors depending on number of home games

Special: In previous years we ordered bulk quantities of 9,000 per color to obtain lower price and only printed every 3 years. Athletics will work with vendor in securing best-possible price option for either yearly or other printing options. Earliest order would be in 2020 season.



Wristband #19 (not yearly order):

19. Vendor:

Quantity: 4,000; 1000 bands printed in **4 colors**

D. Barricade Passes (Parking):

1. Game-by-Game Barricade Tag
   Quantity: 2,000 to 2,250; 250 per game in different color for each game
   Paper Type: 10 pt Kallima
   Special: Perforated hole in top center; Number sequence 001 to 250 per game; Printing 1 side only 4/0
   Size: 4" horizontal x 8" vertical

2. All-Season Barricade Hang Tag
   Quantity: 200 per season
   Paper Type: 10 pt Kallima
   Special: Perforated hole in top center; Number sequence 001 to 200; Printing 1 side only, 4/0
   Size: 4" horizontal x 8" vertical

3. Barricade All-Season Sticker
   Quantity: 100 per season
   Paper Type: Vinyl with UV Lamination
   Special: Outside application, adhesive on back; Number sequence 001 to 100
   Size: 12" horizontal x 4" vertical

4. South End Zone All-Season Sticker
   Quantity: 100 per season
   Paper Type: Vinyl with UV Lamination
   Special: Outside application, adhesive on back; Number sequence 001 to 100
   Size: 12" horizontal x 4" vertical

PRINTING ITEM GROUP #3 – ARENA SPORTS PRINTING SPECIFICATIONS

***Items detailed below are from past orders to provide background information to bidding printers to provide pricing. Quantity, size, materials used, data fields, etc. are subject to change.**

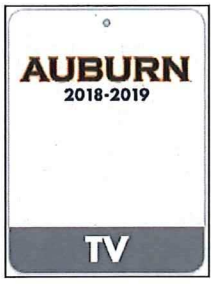
A. ARENA CREDENTIALS/PASSES

Stock: 10 PT C1S
Color: 4 color design, color and logo may vary per game. Text will vary per pass.
Size: 3"x4"
Requirement: Hole punched with string attached
Special: 4 color design on front, disclaimer text on back.
Text will vary per pass. Individually numbered. Rounded corners

Credential/Pass #1: Arena Pass
Quantity: 600

Credential/Pass #2: Media Pass
Quantity: 2000

Credential/Pass #3: TV Pass
Quantity: 2,500



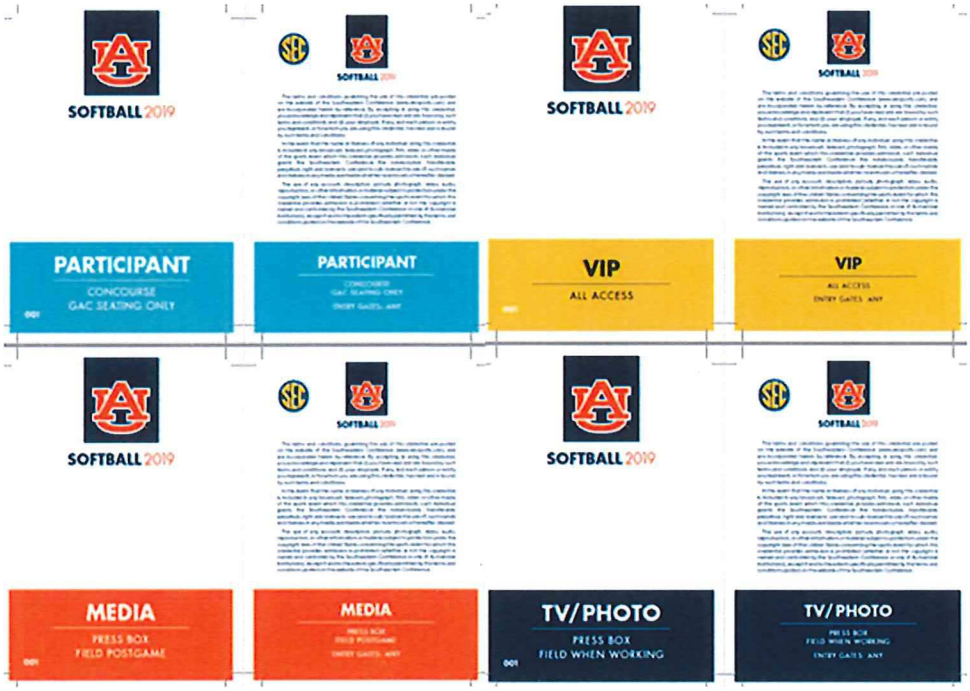
PLEASE INCLUDE SAMPLES FROM THIS PRINTING GROUP IN YOUR PROPOSAL.

PRINTING ITEM GROUP #4 - BASEBALL/SOFTBALL PRINTING SPECIFICATIONS

***Items detailed below are from past orders to provide background information to bidding printers to provide pricing. Quantity, size, materials used, data fields, etc. are subject to change.**

A. BASEBALL/SOFTBALL CREDENTIALS/PASSES

- Size: 3.5 inches horizontal x 5 inches vertical
- Paper: 130 Lb cougar cover
- Special: Top center hole with 5 inch elastic band; Bound in groups of 50 by rubber band, divided by sport and credential type
- Quantities: 2,250 total
    i. Baseball:
        1. TV/Photo: 500
        2. Media: 500
        3. VIP: 25
    ii. Softball:
        1. TV/Photo: 500
        2. Media: 500
        3. VIP: 25
        4. Participant: 200



PLEASE INCLUDE SAMPLES FROM THIS PRINTING GROUP IN YOUR PROPOSAL.

Section V. Evaluation Criteria

The objective of this process is to identify the Best Value suppliers that can serve the University well and provide attractive pricing. The University shall determine the award after evaluating each response on the following points. For the basis of award, each of the points will be considered in the listed order:

1) Pricing – 50%
2) Company Services (Graphic Design, Online/Website Services) – 25%
3) Product Quality – 15%
4) Customer Service – 10%
    a. Past Performances/References
    b. Demonstrated ability to meet project timelines

Section VI. AU General Terms and Conditions

1.0 – General Terms and Conditions
1.1 – These terms and conditions are hereby incorporated into this quote/bid and apply in like force to any subsequent contract order resulting from this bid quote/bid. Some conditions listed herein may not apply due to the nature of the product or service, or the manner in which it is procured.

1.2 – Whenever and wherever items of materials or equipment have been identified by describing a proprietary product, the identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that will be satisfactory to the University. Bids offering equal or alternate materials and equipment will be considered for award provided such items are clearly identified in the bids, and are determined by Auburn University to be of equal value in all material respects to the proprietary items specified.

Unless the firm submitting the bid has clearly indicated in its bid that it is offering an "equal," or "alternate" items the bid shall be considered as offering the items as specified in the invitation for bids/ quotations.

If the firm submitting the bid plans to furnish an equal or alternate items , the brand name and identifying numbers and/or letters are to be inserted in the spaces provided or shall be otherwise clearly identified in the bid. The evaluation of the bids and the determination as to quality of the product offered shall be the responsibility of Auburn University. The bid award shall be based on the information furnished by the bidder or identified in the bid, as well as information reasonably available to the Procurement Services.

1.3 – The University will consider acceptable substitutes that meet, or exceed the quality of materials and workmanship of the items specified in the bid/quotation. Substitutions shall be of the same general design, size and style.

All proposed substitutes submitted must be accompanied by illustrations showing the design and style. Each illustration is to have on it, or attached to it, the item number of the specified piece to which it is an alternate. Sizes shall also be included.

All substitutes shall be listed in the spaces provided. Should additional space be required, the bidder shall use separate sheet of paper to list alternates. Any additional list should be prepared in like form to the bid document.

Auburn University will consider all proposed; however, it is not bound to any which, in the University's opinion, is not in the University's best interest.
1.4 – Any deviation from these general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the bidder's letterhead and over the signature of the person authorized to sign the bid form. Such appendages shall be considered part of the bidder's bid form. In the absence of any statement of deviation or exception, the bid shall be accepted as being in strict compliance with all terms and conditions.

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

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

1.7 – Auburn University reserves the right to require a performance bond from the successful bidder at the discretion of the University's Procurement Professional. Unless specifically to the contrary in the bid documents, the cost of the bond shall be paid for entirely by the successful bidder.

When required, the proper and timely submission of any performance and payment bonds is a material condition for award/performance of this order. Vendor is not authorized to proceed with work and/ or deliveries unless all required bonds have been obtained, are acceptable to and received by the University.

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

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

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

1.11 – Deliveries shall be F.O.B. Auburn University (destination). Delivery by the successful bidder to the common carrier will not constitute delivery to the University.
1.12 - Successful bidder must agree to replace, free of charge, all defective items delivered under contract. All transportation charges covering return and replacement of

items is to be done by the successful bidder.

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

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

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

1.16 – Auburn University is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the University. In making an award, intangible factors such as the service capability, integrity, facilities, equipment, reputation and past performance of the firm submitting the bid may be weighed. When other factors are clearly stated in the bid document, they will also be used in determining an award.

In the case of a tie for low cost, the Procurement Official may use the following: If one of the bidders has an existing contract and performance on an existing contract is satisfactory, this bidder gets the award.

Conversely, if performance on an existing contract is documented as not satisfactory, award goes to the other tie bidder. If one tie bidder is local, preference may be given to that bidder.

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

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

1.19 – The successful bidder must provide service manuals with full documentation and schematics when applicable and appropriate.

1.20 – The apparent silence of this specification and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point shall be regarded as meaning that the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made on the basis of this statement.

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

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

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

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

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

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

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

1.25 – This section will apply when items in the bid/quotation are requested to be on a "furnish and install" basis. The successful bidder will have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and

requirement will be submitted to the University after the receipt of a purchase order. All transportation and cooperation arrangements will be responsibility of the successful bidder. The delivery of equipment will be coordinated so that items will be delivered directly to the installation site. This will minimize the risk of damage and avoid double handling by University personnel.

1.26 – Any alleged oral agreement made by a bidder or contractor, with any university department or employee will be disregarded.

1.27 – Prompt payment discounts ("cash discounts") will not be considered in determining the lowest bidder.

1.28 – Successful bidder may be required to furnish policies or certificates of insurance, with Auburn University, its Board of Trustees, Faculty, Staff, and agents named as additional insured, as follows:

1. a. Workman's Compensation – Statutory
   b. Employer's Liability - $1,000,000.00

2. Comprehensive General Liability

   a. General Aggregate - $1,000,000.00
   b. Products-Complete - $1,000,000.00 Operations Aggregate
   c. Personal & Advertising - $1,000,000.00 injury
   d. Each occurrence or single limits of - $1,000,000.00

3. Automobile Liability

   a. Bodily injury - $1,000,000.00 Each Person $1,000,000.00 Each Occurrence
   b. Property damage or combined single $1,000,000.00 each occurrence limit of $1,000,000

Due to the nature of some projects, Auburn University reserves the right to require additional limits of liability coverage.

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

1.30 – ADVERTISING. No advertising or publicity matter having or containing any reference to Auburn University or any of its faculty/staff shall be made by successful bidder or any one in successful bidder's behalf unless successful bidder has written consent of the University.

No public release of information, news release, announcement, denial or confirmation of this order or the subject matter hereof, shall be made without the University's prior written approval.

1.31 - LAW. The laws of the State of Alabama shall govern any order, and the venue of any action brought hereunder may be laid in or transferred to the County of Lee, State of Alabama.

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

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

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

1.35 - 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.