



June 26, 2024

PROCUREMENT

Dear Madam/Sir

REF: ITB 4023-2024 Refurbished Transmission Electron Microscope

Subject specifications for **ASU BID #4023-2024 Refurbished Transmission Electron Microscope** are forwarded for your consideration/bid proposal. Your "sealed bid/proposal" (i.e., in a sealed, envelope/container) marked **ASU BID #4023-2024 DO NOT OPEN** must reach the Procurement Department, P.O. Box 271, Montgomery, AL 36101-0271 (Mailing Address) or 1301 West Fifth Street (Physical Address) by **Monday, July 12, 2024 at 10:00 A.M. CST. Late/Faxed/Emailed/Unsealed bids will not be considered.**

If you have any questions, please contact Staneshia Thomas at (334) 229-4605.

Respectfully,

Staneshia Thomas
Acquisitions Manager

Attachments (Bid/ITB Specs-15 pages)

Please acknowledge receipt of specifications as soon as possible by Fax (334) 229-4954 or Email sthomas@alasu.edu.

Received by: _____

Date: _____

Company: _____

If not submitting a proposal, please provide reason. Thanks.

**ALABAMA
STATE
UNIVERSITY**

P.O. Box 271

MONTGOMERY,

ALABAMA

36101-0271

334.229.4605

334.229.4406

334.229.5156

334.229.4954 FAX

www.alasu.edu

ALABAMA STATE UNIVERSITY

INVITATION TO BID
4023-2024

For
Refurbished Transmission Electron Microscope

Issued Date
Wednesday, June 26, 2024

REQUESTED BY
College of Science, Technology, Engineering and Mathematics(C-STEM)

OPENING DATE
Friday, July 12, 2024 @10AM CST

Sealed bids in original, subject to (1) the terms and conditions of the Invitation to bid, (2) the accompanying schedule, which is incorporated herein by reference, and (3) such other contract provisions and specifications as are attached or incorporated by reference in the schedule, **will be received at the Procurement Office until Friday, July 12, 2024 @ 10AM CST**, and at that time will be publicly opened for furnishing the supplies or services in the accompanying schedule, for delivery, f.o.b. Montgomery, AL 36104. **(Late/Faxed/Emailed/Unsealed Bids will not be accepted).** **Alabama State University is tax-exempt.**

Contact Information for Questions

Any information provided by Alabama State University to any Vendor prior to the release of this Invitation to Bid, verbally or in writing, is considered preliminary and is not binding on Alabama State University. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the bid proposal to or with any employee of Alabama State University from the date of issuance of this Invitation to Bid until the contract award has been announced, unless allowed by **Alabama State University Procurement Department** in writing for the purpose of clarification or evaluation. No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor. Every request for such interpretation or correction should be in writing, addressed to Alabama State University, Staneshia Thomas, Acquisitions Manager, Procurement Department, 1301 W. 5th Street, Montgomery, AL 36104 or stthomas@alasu.edu.

Submittal of Questions

Staneshia Thomas, Acquisitions Manager/Procurement Department, will administer the solicitation process and will be the point of contact for purposes of this Invitation to Bid. All questions and inquiries should be emailed to stthomas@alasu.edu.

In case Alabama State University finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the Invitation to Bid which will be emailed, faxed or mailed to all prospective Vendors at the respective addresses furnished for such purpose.

Addenda: All addenda will become part of this Invitation to Bid and must be responded to by each Vendor. All addenda must be acknowledged in writing in the bid submitted by the Vendor. This Invitation to Bid, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Confidentiality of Documents: Alabama State University considers all information, documentation and other materials requested to be submitted in response to this invitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure.

CALENDAR OF EVENTS

Issued Date: Wednesday, June 26, 2024

Advertisement Dates Wednesday, June 26, 2024 - Thursday, July 11, 2024

Requests for Questions Monday, July 1, 2024 No later than noon (CST)

If Needed, Addendum: Questions and Answers Wednesday, July 3, 2024

Proposals Are Due Friday, July 12, 2024 @ 10AM (CST)

ITEM #	SUPPLIES OR SERVICES	AMOUNT
1	Refurbished Transmission Electron Microscope	\$ _____
2	Warranty	\$ _____
TOTAL COST (Including installation and all associated costs)		\$ _____

Total Bid Prices must include all products, installation and any other associated cost. **Alabama State University is tax-exempt, exemption certificate will be provided upon award.** In compliance with the above, the undersigned offers and agrees, if this bid is accepted, to furnish, any or all of the items upon which prices are quoted at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

- 1) Prices Valid for acceptance within _____ calendar days.
- 2) Discounts will be allowed for prompt payment as follows: _ Percent / ____ Calendar Days.
- 3) Delivery will be made _____ calendar days after award of contract.
- 4.) Check appropriate boxes:
Vendor is a: () Regular Dealer In or () Manufacturer of Supplies Bid Upon
Vendor operates as: () Individual () Partnership () Corporation () Incorporated in State of

VENDOR'S INFORMATION

FEIN or SSN _____ **Company Name** _____

Address _____

Representative _____ **Email** _____

Telephone # _____ **Toll Free #** _____ **Fax #** _____

NON-COLLUSION AFFIDAVIT - I have read the entire bid documents and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

CERTIFICATION PURSUANT TO ACT NUM. 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 into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557. They are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

Authorized Signature _____ **Date** _____

Type or Print Signer's Name _____ **Title** _____

Sworn to and subscribed before me this _____ **day of** _____ **2024.**

Notary's Signature _____ **Date Notary Expires** _____

Must include Notary Seal

1. **SCOPE:** The C-STEM is requesting a bid for the purchase and installation of a refurbished Transmission Electron Microscope (TEM). The bid should include the TEM, EDS, installation and shipping cost.
2. **LICENSING:** _____ Applicable X Not Applicable
General contractors (persons, firms, or corporations) must show evidence of a state license before their bid is considered. **THE CURRENT LICENSE NUMBER MUST BE INCLUDED ON THE OUTSIDE OF THE SEALED ENVELOPE** in which the bid proposal is delivered; otherwise, the bid will be rejected/not considered. Also, a legible copy of the license shall be included with the bid.
3. **GENERAL CONTRACTOR:** _____ Applicable X Not Applicable
Section 34-8-1 (Chapter 8 of Title 34, Code of Alabama 1975, as amended), provides: “(a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama. (b) For the purpose of this chapter, a "general contractor" is defined to include one who, for a fixed price, commission, fee, or wage exceeding five thousand dollars (\$5,000), undertakes to construct, superintend the construction of, repair, or renovate, any swimming pool, and anyone who shall engage in the construction, superintending of the construction, repair, or renovation of any swimming pool in the State of Alabama, where the cost of the undertaking exceeds five thousand dollars (\$5,000), shall be deemed and held to have engaged in the business of general contracting in the State of Alabama and shall be subject to this chapter. (c) For the purpose of this chapter a "subcontractor" is defined to be one who constructs, superintends, or engages in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving, or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more under contract to general contractor as defined in subsection (a) or another subcontractor.” Section 230-X-1-.17 provides "a license is required for the installation of machinery or equipment that becomes affixed to a structure.”
4. **FOREIGN CORPORATIONS (Out-of-State Firms):** Alabama law provides that a foreign corporation (out of-state company/firm) may not transact business in the State of Alabama until it obtains a certificate of authority from the Secretary of State. (Section 10-2B-15.01, Code of Alabama 1975). To obtain forms for a certificate of authority, contact the Secretary of State, Corporations Division. The certificate of authority does not keep the vendor from submitting a bid.
5. **MINORITY PARTICIPATION:** Provide any information with respect to your plans for utilization of minorities on this project and documentation, which evidences your past utilization of minorities.
6. **OWNER:** Whenever the term “University’ is used in these specifications it refers to Alabama State University.
7. **COMPLETION: Notice of Completion: Upon completion of Public Works Projects over \$50,000, the contractor shall:**

- A. Give notice of completion by an advertisement in The Montgomery Advertiser Newspaper for a period of four (4) successive weeks and provide proof of publication to the University by affidavit of the publisher and a printed copy of the notice.
 - B. Final settlement will not be made until the expiration of 30 days after the completion of the notice.
8. **WITHDRAWAL:** Bids may be withdrawn on written or telegraphic request received from bidder(s) prior to the opening. Negligence on the part of the bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.
9. **BID OPENING and BID RESULTS:** Interested parties are invited to attend the bid opening. At the time fixed for the opening of the Bid, the contents will be made public for the information of bidders and others properly interested, which may be present in person or by representative.
10. **EQUAL OR APPROVED EQUAL:** Where a definite material and/or item are specified, it is not the intention to discriminate against an equal product made by another manufacturer. It is rather intended to set a definite standard. Bidders who intend to furnish another product as an equal to that specified, must submit with their bid current catalogs or brochures, including pictorials and sufficient specifications to support said claim of equality. Bids submitted with insufficient evidence to determine the claim of equal/better quality will be considered non-responsive. Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to vendor at no cost to the University.
11. **AWARD OF CONTRACT:** A. The contract will be awarded as soon as possible to the lowest Responsible Bidder provided his/her bid is reasonable and in the best interest of the University to accept. B. The University reserves the right to (1) Waive any informality in bids received when such waiver is in the interest of the University, (2) To accept any item in the bid unless otherwise specified by the University or the Bidder, (3) Award the contract by low bid on each item, low bid on all items, all or none, or products groups. C. The University reserves the right to reject any and all bids when such rejection is in the interest of the University, and to reject the bid of a bidder who is not in a position to perform the contract. The decision of the University on all such questions shall be final. In the event of any adverse decision by the University, no claim of any sort shall be made or allowed against the University.
12. **CONTRACT TERMINATION – DEBARMENT:** A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

CERTIFICATION OF ELIGIBILITY

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

13. **ACCEPTANCE AND PAYMENT:** Upon delivery and with reasonable time to inspect the items/service, and upon acceptance thereof, payment will be made within a reasonable time thereafter.
14. **EXAMINATION OF BID DOCUMENTS:** Each bidder shall examine bid documents carefully and shall make written request to the ASU Purchasing Office for interpretation/clarification/correction of any ambiguity, inconsistency or error therein which he/she may discover. Any interpretation/correction will be issued as an Addendum by the Purchasing Office. Only a written interpretation/correction by Addendum shall be binding. No bidder shall rely upon any interpretation/correction given by any other method.
15. **NON-COLLUSION AFFIDAVIT:** Section 41-16-25 provides: "Any Agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void.
16. **DISCLOSURE STATEMENT:** The successful bidder will be required to file with ASU Procurement Department a **STATE OF ALABAMA VENDOR DISCLOSURE STATEMENT** of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of a purchase order.
17. **DEFAULT OF CONTRACTOR:** Where the University determines the contractor to be in default, the University reserves the right to purchase any or all products or Services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from defaulting contractor will be considered.
18. **DELIVERY:** Upon agreement and acceptance of contract.
19. **GENERAL CONTRACTORS LICENSE:** General contractors must show evidence of State of Alabama license before their bid is considered. License number must be included on the outside of the sealed envelope in which the proposal is delivered. Also, a legible copy of the license must be included with the bid.
20. **BID BOND:** Bid shall be accompanied by a certified check, cashier's check, or bid bond issued by a surety company located and authorized to do business in the State of Alabama, in an amount equal to at least 5% of the sum of the total amount bid, but in no event more than \$10,000.
21. **PERFORMANCE & PAYMENT BONDS:** Upon execution of the contract, the Successful bidder will be required to furnish Performance & Payment Bonds issued by a surety company duly authorized and qualified to make such bonds in the State of Alabama. The bond shall be no less than 100% of the total contractual amount and must be valid until all service has been completed. The bonds must be presented to Alabama State University Procurement Department before service is begun on this project.
22. Before commencing work, the Contractor shall secure any/all necessary permits, and shall comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations pertaining to this type project.

23. Contractor shall assume all liability for and shall indemnify and save harmless, the University from all damages and liability for injury to any person, and injury to or destruction of property, including the loss thereof, by reason of any accident or occurrence arising from operations under the contract, whether such operations be by the Contractor, Subcontractor, or anyone directly or indirectly employed by either, occurring on or about the work site during the term of the contract or any extension thereof.

24. **INSURANCE:** Upon execution of the contract, the successful bidder shall take out and maintain during the life of the contract, General Liability Insurance with \$1,000,000 General Aggregate and Workman's Compensation Insurance with \$100,000 on each accident to cover his/her liability under the above harmless provisions, and shall take out and maintain Such other insurance as may be required. Evidence of such insurance shall be provided to the University before commencement of work.

25. **TERMS AND CONDITIONS FOR FEDERAL GRANT FUNDED PURCHASES**

These terms and conditions are to comply with and to be interpreted in accordance with the Office of management and Budget (OMB)'s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2CFR Part 200.

The Supplier/Contractor shall comply with the following additional provisions, if applicable:

Clean Air Act & Federal Water Pollution Control Act (42 USC §§ 7401-7671q; 33 USC §§ 1251-1387): If contract exceeds \$150,000, Contractor is required to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC §§ 1251-1387). Alabama State University is required to report any violations of these acts to the federal government.

Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708): If the contract exceeds \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. sections 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Debarment/Exclusion (Close the Contractor Fraud Loophole Act, 41 USC § 251; FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment: Contract affirms that neither Contractor nor any of its principals or subcontractor, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency.

If at any time, Contractor is not in compliance with the Special Conditions section of this contract; Alabama State University will consider this contract void ad initio and will deliver written notice to the Contractor. Any funds Alabama State University has paid the Contractor for work performed before the Contractor received notice that the contract is void ab initio will be immediately repaid or Alabama State University may commence an action for recovery against the said Contractor.

Right to Inventions made Under a Contract or Agreement (37 CFR Part 401): If the award received from the United States of America meets the definition of "funding agreement" under 37 CFR § 401.2(a) and this contract is a substitution of parties, assignment, or performance of experimental, development or research work, Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Lobbying (Byrd Anti-Lobbying Amendment, 31 USC 1352): If the cost of this contract exceeds \$100,000, Contractor will comply with all certification and disclosure requirements under the Byrd Anti-Lobbying Amendment, 31 USC 1352.

Procurement of Recovered Materials (Solid Waste Disposal Act; Resource Conservation and Recovery Act): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Davis Bacon Act: Contractor affirms that it shall comply with all provisions of the Davis Bacon (prevailing wage) Act if applicable. Contract agrees to comply with the provisions of the Davis Bacon Act whether the contract as awarded is solely or partially funded with federal funds AND whether the contract is amended subsequent to award to include federal funding.

RETURN SEALED BID PLUS TWO COPIES TO:

Via Regular Mail

Alabama State University
Procurement Department
ASU ITB #4023-2024-Do Not Open
PO Box 271
Montgomery, AL 36101-0271

Via Courier

Alabama State University
Procurement Department
ASU ITB #4023-2024-Do Not Open
1301 West 5th Street
Montgomery, AL 36104

SPECIFICATIONS

The TEM should be at least 200KV, and should include a new or used bottom mount camera, with an option to add an Energy-dispersive X-ray spectrometer (EDS), if the EDS is not already included. The TEM should be fully functional at the original factory specifications and should be fully equipped with all necessary computers.

The successful bidder will be required to furnish a material, labor and performance bond in the amount of the bid price, issued by a company licensed in the State of Alabama and acceptable to the University, guaranteeing faithful performance of the contract.

DURATION OF CONTRACT: The University reserves the right to issue a contract for a period less than one year. This is a one-time purchase with warranties included.

The General Contractor shall assume all liability for and shall indemnify and save harmless the University from all damages and liability for injury to any person or persons, any injury to or the destruction of property, including the loss thereof, by reason of any accident or occurrence arising from operation under the contract, whether such operations be by himself/herself or by any subcontractor, or anyone directly or indirectly employed by either of them, occurring on or about the premises, during the term of the contract or any extension thereof.

The General Contractor shall take out and maintain, during the life of the contract and any extension thereof, **General Liability Insurance** with \$1,000,000, **General Aggregate and Workman's Compensation Insurance** with \$100,000 on each accident to cover his/her liability under the above harmless provisions, and shall take out and maintain such other insurance that may be required. A copy of such liability insurance shall be submitted to the University before commence of work.

The University also reserves the right to have all of the listed equipment inspected by a neutral consulting firm.

PURPOSE: Provide potential bidders general and specific information in submitting a bid to supply the University's needs as listed

- Maintain a local telephone number, and must be able to be reached by telephone and email during prescribed business hours. Service Provider will respond to all non-emergency telephone and email transmissions in a reasonably prudent time (**within 24 hours on the next working day**) and provide an after normal work hours phone number to be used to request emergency or urgently needed services.
- Clean-up the job site at the end of each day and at work completion.
- Provide proof of personnel qualifications, to include but not limited to: copies of licenses, school certificates and letters of reference
- Provide evidence of having adequate and sufficient equipment to perform quality services.
- Move and re-set all furnishings such as desks, chairs, filing cabinets, etc. which interferes with doing the work when required.
- Obtain permits per direction from the Vice President of Facilities Management and Operations.
- General Contractor must demonstrate the ability to provide the Work specified by furnishing information regarding its expertise and integrity.
- General Contractor and personnel must demonstrate an understanding of the Work required and be able to dedicate sufficient time to be able to complete the Work required.
- General Contractor must demonstrate that Jobs of similar scope and/or magnitude have been successfully maintained.
- Proposals will be evaluated on basis of the above and relative merits of the proposal, in addition to price.

I. CONTRACTOR QUALIFICATIONS

In order to qualify as a responsible bidder it must be documented that your firm is capable of satisfactorily complying with the terms, conditions and specifications of this ITB. Qualified bidder must have at least 3 years of experience in this area of services. The following information must be provided in order for the University to make an informed decision regarding your firm's capabilities. Your signature certifies under oath the truth and correctness of all statements and all answers provided in this ITB document.

Submitted by
Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

() Corporation () Partnership () Individual () Joint Venture () Other _____

Tax Identification Number _____

1. How many years has your organization been in business as a service contractor? _____

2. How many years has your organization been in business under its present business name? _____

3. If a corporation, answer the following:
Date of Incorporation: _____
State of Incorporation: _____
President: _____
Vice President(s): _____
Secretary: _____
Treasurer: _____

4. Date of Organization: _____

Type of partnership: _____ (such as general or limited)

5. Name and address of all partners: (Note: Attach separate sheets as required)

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

6. If other than a corporation or partnership, describe organization and name principals:

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where and why:

8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a service contract(s)? _____ If so, state circumstances:

9. List major service contracts your organization has had under contract within the past twelve (12) months. Attach additional pages if necessary. The contractor must provide evidence that **other schools or facilities are comparable with the contract being bid by ASU.**

Building	Owner	Square Footage (or appropriate description)	Contract Amount	Contract Date	Length of Contract

10. List major service contracts your organization has had in the last five years. Attach additional pages if necessary.

Building	Owner	Square Footage (or appropriate description)	Contract Amount	Contract Date	Length of Contract