

THE UNIVERSITY OF ALABAMA SURPLUS PROPERTY SALE

Website: <http://surplus.ua.edu>

The University of Alabama is offering for sale by SEALED BID, 1 (one) lot consisting of property deemed to be surplus. These items are described on the attached "Quotation Sheet" and may be viewed by visiting the Property & Inventory Management Office located at the Ancillary Services Building via the 12th Avenue entrance. Call the Property & Inventory Management Office at 348-7334 from 8:30 a.m. to 4:30 p.m. for information. You will need to make an appointment if the lot for sale is located at another location.

Open viewing will be available on the following days from 2:00 p.m. to 5:00 p.m. Prior to 2:00 p.m., an appointment will be required to enter the warehouse. The Property & Inventory Management Office is closed from 12:00 p.m. to 1:00 p.m. daily with no exceptions.

Friday, May 26, 2017	10am to 3pm
Monday, May 29, 2017	10am to 3pm
Tuesday, May 30, 2017	10am to 3pm
Wednesday, May 31, 2017	10am to 3pm
Thursday, June 1, 2017	10am to 3pm
Friday, June 2, 2017	10am to 3pm
Monday, June 5, 2017	10am to 3pm
Tuesday, June 6, 2017	10am to 3pm
Wednesday, June 7, 2017	10am to 3pm
Thursday, June 8, 2017	10am to 3pm

Sealed bids will be opened on Friday, June 9, 2016 at 10:00 a.m. CDT at the University of Alabama Property & Inventory Management Office, located at the Ancillary Services Building warehouse, 1115 14th Street, Tuscaloosa, Alabama 35401. An award will be made within three (3) business days after the bid opening has completed. Only the winning bidders will be notified.

The successful bidder shall be held responsible for payment and removal of this equipment from University of Alabama premises within one (1) week, between 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., from date of award notification. For example; if notified on a Friday, the winning bidder will have until the following Friday to pay for and remove items, if notified on a Monday, the winning bidder will have until the following Monday to pay for and remove items. All items in the lot(s) won must be removed from the warehouse by the winning bidder, no items may be left. If all items are not removed from University of Alabama and special arrangements, at the discretion of Property & Inventory Management, have not been made, the items will be disposed of at the discretion of Property & Inventory Management and no refund will be made.

Once the one (1) week deadline has passed the previously notified bidder will no longer be considered the winning bidder and will not be allowed access to lots remaining. This goes for lots that have been partially picked up as well. Failure to comply with these requirements may result in revocation of bid award and subsequent award to an alternate bidder. Failure to comply three (3) times will jeopardize the bidder's position on the University's list of responsible bidders, and the opportunity to bid on future sale offerings will be suspended for a period of one (1) year from last failure to pick up.

This sale shall be made on a SEALED BID basis. When submitting a bid, this bid document must be used for a bid to be considered. Please designate the item desired by placing your bid amount on the line provided next to the lot number and description on the attached "Quotation Sheet". All bids must be submitted in a Sealed Envelope. Mark the outside of the sealed bid envelope "PS2017-01" along with your First and Last name. If you are a University of Alabama employee an Intra-Campus Mail envelope will not be considered to be a sealed envelope. FACSIMILE (FAX) OR ELECTRONIC MAIL (E-MAIL) BIDS CANNOT AND WILL NOT BE ACCEPTED.

Alabama law requires that an individual must be 19 (Nineteen) years of age to sign and enter into a contract, therefore an individual must be 19 (Nineteen) years of age to submit a bid to The University of Alabama.

Please note no special bidding instructions will be honored. Each lot will be sold to the highest bidder that places a dollar amount on the bid sheet for that lot. If you desire to place a bid for multiple items, then place a dollar amount next to each of those lots. There will be no, "All or None" nor "Only Desire One" bids honored. If you do not want an item then do not place a bid for that lot. Each lot shall be sold complete, as a single item only. Therefore, bids must be submitted for the entire offering as described on the attached "Quotation Sheet" and not on a portion thereof. Under no circumstances will a feature which is an integral part of or an attachment to or peripheral component of the system herein described be separated from its host and sold on an individual item basis. Thus, bids for such features, parts, attachments or components alone will not be considered in the bid evaluation process.

These items shall be sold "AS IS, WHERE IS" in their present location. No warranties whatsoever are inferred or implied. The successful bidder shall assume full responsibility, fiscal and otherwise, for making all arrangements, as may be required, for the de-installation, disassembly, packaging, removal, loading and transportation of the merchandise. The Property & Inventory Management Office will assist with loading items won, however we are not required to do so and if we do not have the resources available we will not be able to assist. Property & Inventory Management will not be held liable for any damage or harm that may take place during the loading and removal of property. In addition, winning bidder indemnifies, defends, and saves harmless the University of Alabama and its representatives from any liability arising out of the winning bidder's acts or omissions including the failure to secure adequate insurance coverage.

Payment for these items must be made by personal check, company check, cashier's check, money order or credit card (Visa, MasterCard, Discover and American Express). Guaranteed instruments should be made payable to "The University of Alabama." Payment must be made at the University Property & Inventory Management Office. All payments must be received within one (1) week, between 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., from date of award notification. **EACH DAY, PAYMENT BY CREDIT CARD MUST BE RECEIVED BY 4:30 P.M. TO ALLOW FOR CLOSE OUT PROCEDURES TO BE COMPLETED.** If our office is experiencing technical issues with the credit card terminal we will not be able to accept payment in this form. These issues will not be a valid reason for the winning bidder to miss the one (1) week payment and removal deadline. All other payments must be received by 5:00 P.M.

Anyone who submits a personal or company check, which is returned for non-sufficient funds, will no longer be allowed to utilize personal or company checks as payment for sale items. Other charges may apply.

The following page must be signed for a bid to be considered. Indicate the company name (if applicable), signature, printed name, address and telephone number(s), as they should appear on the bill of sale. Sealed bids must be submitted before 10:00 a.m. CDT, June 9, 2017, at which time they will be publicly opened and read aloud. Bidders should feel free to attend the bid opening if they so desire. The winning bid amounts will be posted to our website, <http://surplus.ua.edu>, once the sale is finalized. Our department does not provide any other bid information other than the winning amount.

THE UNIVERSITY OF ALABAMA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

Submit bids to:

USPS & Campus Mail

Property & Inventory Management/Surplus
PS2017-01
The University of Alabama
Room 135 ASB
Box 870238
Tuscaloosa, AL 35487-0238

FedEx/UPS (All Express Carriers)

Property & Inventory Management/Surplus
PS2017-01
The University of Alabama
1115 14th Street
Tuscaloosa, Alabama 35401

IMPORTANT:

1. **Read the preceding Terms and Conditions very carefully, and submit bid using this document.**
2. **Sign the bid response as requested above.**
3. **Mark the outside of the sealed bid envelope "PS2017-01" along with your First and Last name.**
4. **Bid opening is Friday, June 9, 2016 at 10:00 a.m. CDT.**
5. **No Cash Accepted.**
6. **Once notified must pay for and remove items within one (1) week or lots will be forfeited.**

NOTE: The following will be used to prepare the Bill of Sale. Items marked with an asterisk (*) are required for bid to be considered. Please check beside email or telephone to indicate contact preference.

COMPANY _____

*SIGNATURE _____

*PRINTED NAME _____

*ADDRESS _____

*CITY, STATE, ZIP _____

*TELEPHONE: WORK / CELL _____

HOME _____

E-MAIL ADDRESS _____

*****NUMBER OF UNITS ARE APPROXIMATE FOR EACH LOT*****

<u>LOT #</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>MINIMUM BID</u>	<u>AMOUNT BID</u>
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1	<p>One (1) lot consisting of the following: TV; two (2) band saws; belt sander; grinder; chiller; metal fan; drill press; three (3) metal racks; 10 wood bins; plastic PVC pipe and miscellaneous fittings; two (2) love seats; sofa; sewing machine; wet/dry vacuum ; 15 4-drawer file cabinets; three (3) refrigerators; six (6) washers; nine (9) dryers; five (5) desks; 2-drawer file cabinet; approximately 28 new paper towel dispensers; approximately 50 new toilet paper dispensers; approximately 40 used paper towel dispensers; four (4) lockers; two (2) metal 2-door cabinets; 15 bookshelves; three (3) metal tables; six (6) metal chairs; five (5) metal shelves; four (4) tables; two (2) wood shelves; approximately 25 wood doors; four (4) wood shutters; nine (9) new toilets; used sinks and toilets; miscellaneous nuts and bolts; approximately 20 sheets of Plexiglas; eight (8) wheel chairs; two (2) walkers; various wheel chair parts; various desks and chairs; 10 orange straight chairs; approximately 12 tire chains.</p> <p><u>The metal racks located inside the building are not included in the bid.</u></p> <p>Viewing times will be Monday – Friday 10am until 3pm</p> <p style="text-align: center;">Requirements of the Winning Bidder:</p> <p>The Release of Liability, Assumption of the Risk, and Indemnification form must be signed and the Certificate of Insurance submitted within one (1) week of the award of bid. Removal cannot begin until Certificate of Insurance is approved and a signed copy of the Release is submitted.</p> <p>All items that are not afixed to or a part of building must be removed by the winning bidder, including all trash or other refuse.</p> <p>The building should be broom swept and empty (except for the metal shelves).</p> <p>The University will provide a maximum of 4 roll off pans for the winning bidder to discard items.</p> <p>The winning bidder must remove the items on the upper floor during the 1st phase of his/her process.</p> <p>Not following the above bid requirements will disqualify the winning bidder from being able to bid on The University of Alabama Surplus items for a period of one (1) year.</p> <p style="text-align: center;">WINNING BIDDER IS RESPONSIBLE FOR REMOVAL OF ITEMS BY FRIDAY JULY 7, 2017 ALL SALVAGE OPERATIONS ARE AT THE RISK OF THE WINNING BIDDER AND BASIC INSURANCE REQURIEMENTS MUST BE MET</p>	PARTLOW	\$ 5.00	\$ 282.40
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The University of Alabama **Insurance Requirements**

Purpose

The University of Alabama (“University”) is exposed to a financial risk from negligent/wrongful acts when using contractors, service providers, consultants and vendors (hereinafter known as “vendors”) to provide goods or services. An exposure also exists when outside organizations and individuals use or conduct operations at facilities owned by or under the control of the University. To reduce this financial exposure, the University requires vendors doing business with the University, as well as outside organizations and individuals using University facilities, to maintain insurance as necessary to reasonably protect the financial interests of the University.

Policy

All vendors conducting business with the University or conducting operations at the facilities owned or operated by the University must provide evidence of comprehensive general liability, automobile liability, and workers’ compensation insurance. The insurance coverage must meet minimum standards as outlined below and the insurance company must have financial strength rating that confirms the ability to respond to a significant claim.

There may be certain situations where an exposure is deemed either insignificant or more significant and the University will review the situations, as needed, and make adjustments to the basic insurance requirements to fit a particular situation. Examples of this exception may include, but is not limited to large and complex construction projects, public transportation operations, products that are generally known to be hazardous and goods/services where the exposure to a financial loss is negligible. While the University has established this general policy, it reserves the right to consider each situation and to consider exceptions or to require additional coverage or the limits of liability as necessary.

There are other applicable insurance requirements for construction risks, use of University facilities, Greek social organizations, and non-owned, leased and charters aviation risk. These policies and/or requirements can be found on the Risk Management website.

General Insurance Requirements

Commercial General Liability (“CGL”)

Each Occurrence – Premises/Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products-Completed Operations Limit	\$1,000,000
General Aggregate	\$2,000,000

Fire Damage Liability \$100,000
The CGL must be provided on either ISO form #CG 00 01 (current edition) or an industry equivalent.

Commercial/Business Automobile (“BA”) Liability

Combined Single Limit \$1,000,000
The BA policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent and must include *hired and non-owned* liability. If the work performed on behalf of the University includes service or repairs of licensed vehicles, Garage Liability coverage must be included either as an endorsed coverage on the BA policy or as a separate insurance program.

Workers’ Compensation/Employer’s Liability

Workers Compensation (Coverage Part A) *Statutory*
Employer’s Liability (Coverage Part B)- Per Occurrence \$500,000

Other Insurance

Other types of coverage such as professional liability, errors & omissions, installation floaters, builders risk and surety bonds may be required on certain goods, services or other activities and/or projects.

Excess/Umbrella Insurance

The required CGL and BA limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow-form basis.

Depending on the potential for a more serious claim or frequency of claims, certain products, services or contracting exposures may be required to provide excess/umbrella coverage in addition to the primary insurance program outlined above. The classification/categories subject to the excess/umbrella insurance requirements will be determined by the University on a case-by-case basis and the requirements will be explained in the bid specifications.

Certificates of Insurance

In order to protect the University’s interests and other parties as necessary, the University must receive a Certificate of Insurance prior to the delivery of goods, commencement of any work and/or scheduled event. The certificate of insurance must include the following elements:

- Insured Entity (must match the name/address of the entity in the contract/purchase order)
- Insurance Carrier(s)
- Policy Effective/Expiration Dates
- Policy Number(s)
- Policy Limits
- Cancellation Notice Provision (Min. 10 days for non-payment - 30 days otherwise)
- Project Number or Purchase Order, if Applicable
- Additional Insured and Waiver of Subrogation Language as Follows:
The Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives are included as an additional insured as respect to the Commercial General

Liability and Excess/Umbrella Liability policies. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives.

Duration of Insurance Coverage

The University requires insurance programs be renewed or extended if the vendor conducts operations or provides goods/services for a period beyond the expiration date of the policy(s) referenced on the initial certificate of insurance. The University also requires insurance coverage be extended or renewed during a warranty or adjustment period. The vendor may elect to change insurance carriers without prior approval, but any replacement policy(s) must provide equal coverage and the insurance company must meet the minimum financial rating outlined below.

Insurance Carriers

The policies must be issued by an insurance company licensed to do business in the State of Alabama carrying an *A.M. Best's* rating of A- VII or *Standards & Poor's* rating of BBB+ or better, and the certificate must be signed by an authorized agent.

Insurance Requirement Waivers

In certain cases, the general requirements for certain insurance coverage may be waived, reduced or exceptions allowed. The most notable potential exceptions include, but are not limited to the following:

- 1) Vendors with the financial strength to self-insure part or all of insurance requirements outlined above as evidenced in audited financials reflecting a net worth adequate to absorb self-insured losses.
- 2) In certain situations with a minimal exposure, a sole proprietor operating out of his or her personal residence may be allowed to substitute the CGL and BA requirements with a business activities endorsement on a personal homeowners and auto liability policy.
- 3) If a vendor/contractor elects to participate in a self-insured workers' compensation program, the *A.M. Best's* or *Standard & Poor's* rating requirement may be waived as long as self-insured entity or group trust is in good standing with the appropriate governmental agency and holds a current exemption certificate or certificate of authority. If the authorization to self-insure is subject to a specific and/or aggregate limit, the self-insured entity or group shall provide evidence of excess insurance.
- 4) In situations where goods are purchased and no delivery or notable on-site support is provided, the requirements for automobile liability and workers' compensation may be waived. Some limited deliveries with private passenger cars and lights trucks may also qualify for this exemption and will be handled on a case by case basis.
- 5) If the transaction involves the purchase or goods with no service or installation through a sales agent, authorized dealer or manufacturer's representative, the required product liability coverage may be provided by the manufacturer. The manufacturer must provide a certificate of insurance with language accepting the product liability exposure without any limitations or restrictions as respect to the work or services performed by the dealer, sales agent or manufacturer's representative.

- 6) In very limited situations, if a vendor is allowed a workers' compensation exemption due to the limited number of employees, the coverage requirement may be waived if the type of work is not understood to be hazardous classification. This exception will not be considered on any construction projects. A waiver and/or release of liability may be required if a workers' compensation exemption is allowed.
- 7) Any entity or group associated or affiliated with the State of Alabama or United State government are typically exempt from all insurance requirements. This exemption may also be offered to other governmental operations and/or entities subject to review of the specific situation.

Subcontractors

If a contractor or vendor elects to engage the services of a subcontractor or any other outside parties, it is the obligation of the primary or general contractor/vendor to confirm every subcontractor or outside party meets the insurance requirements outlined above or the primary or general contractor/vendor shall assume all risks.

Impaired Insurance Limits

In the event the insurance program required by the University were to have any pending claims, either at the time the certificate of insurance was produced or to later come to the attention of the vendor, which may limit or exhaust any aggregate limits by more than 20%, the contractor/vendor University shall make a reasonable effort to notify the University within 30 days. The University may require additional insurance or a reinstatement of the limits of liability, as necessary to protect the financial interest of the University.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RELEASE OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNIFICATION

Purpose of this Form. This form is to be signed by the Participant in the Activity. In consideration of the opportunity to inspect items and related equipment and other benefits to be provided, the receipt and adequacy of which is acknowledged, Participant agrees as follows.

Definitions. The following terms have the stated meaning when used in this document:

- **Participant** – the potential buyer of surplus items.
- **Potential Liabilities** – any and all loss, injury, death, claims, actions, suits, proceedings, settlements, damages, costs, fees, and expenses, at law or equity, known and unknown, foreseen and unforeseen, including, but not limited to, attorney fees and costs of litigation, and liabilities arising out of, connected with, or resulting from Participant's involvement in the Activity, such as medical expenses, other costs, injury, sickness, or death.
- **Activity** – the Sale of Surplus Items, arranged by the UA Surplus Property. Including all activities incidental or connected therewith, including pre-sale inspections.
- **UA** – The Board of Trustees of the University of Alabama, including the University of Alabama, foundations affiliated therewith, and their respective trustees, officers, employees, agents, representatives and volunteers.

Liability Release. **THIS IS A RELEASE OF LIABILITY.** Participant knowingly and voluntarily waives, releases, exculpates, and discharges UA from and against any and all Potential Liabilities connected with the Activity. By signing this form, you voluntarily agree to discharge UA in advance from all such Potential Liabilities.

Indemnification. Participant agrees to hold harmless and indemnify UA from and against Potential Liabilities related to or arising from Participant's involvement in the Program.

Assumption of Risk. Participant understands and acknowledges that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation: activities related to the Activity; **travel risks** such as accidents, crashes, and risks from autos operated by UA as well as autos operated by other individuals or entities; **premises risks**, including those that may be owned by others and risks from water; **injury risks** from slip/falls, collisions, or accidents (such as cuts, bruises, torn muscles, sprains, broken bones, etc.); **health risks**, such as heart or respiratory events as well as other risks inherent in any activity, including things identified as "injury risks" herein; **equipment risks**, including failure, misuse, inherent risks, and risks from non-UA equipment; and **other risks and hazards** beyond the control of UA or others. Participant acknowledges that he/she has had an opportunity to investigate the Activity before executing this form and, knowing and understanding all risks associated with the Activity, Participant nevertheless **VOLUNTARILY AGREES TO ASSUME ALL RISKS** that accompany participation in the Program.

Conduct. Participant agrees, for the duration of the Activity, to abide by all applicable federal, state, and local laws as well as agreeing to follow posted signs as well as instructions and directions of any accompanying University official, trip leader/organizer, or other official associated with the Activity.

Acknowledgement. Participant acknowledges that he/she has read and understands this document and, relying wholly upon his/her own judgment about the risks associated with the Activity, which include injury or death, voluntarily agrees to execute this document and participate in the Activity. Participant acknowledges that no oral representations, statements, or inducements have been made to Participant separate and apart from the terms of this document. Participant voluntarily signs this agreement of his/her own free will fully intending to legally bind Participant, his/her heirs, successors, and assigns to its terms.

Participant's Signature _____

Date _____

Printed Name _____