



September 15, 2021

PURCHASING OFFICE

Dear Madam/Sir

REF: ITB 3070-2021 Spectroscopy System

Subject specifications for **ASU BID #3070-2021 Spectroscopy System** are forwarded for your consideration/bid proposal. Your "sealed bid/proposal" (i.e., in a sealed, envelope/container) marked **ASU BID #3070-2021 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 **Wednesday, September 22 2021 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/RFP Specs-10 pages)

Please acknowledge receipt of specifications as soon as possible by Fax (334) 229-4954 or Email stthomas@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
334.229.5156
334.229.4954 FAX
www.alasu.edu

**INVITATION TO BID
FOR
Spectroscopy System
ASU BID # 3070-2021**

Issued Date: Wednesday, September 15, 2021

Issued by

DEPARTMENT OF PHYSICAL SCIENCES
Alabama State University
915 South Jackson Street
Montgomery, Alabama 36104

OPENING DATE
Wednesday, September 22, 2021
10:00 A.M. (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 above office until Wednesday, September 22, 2021 at 10:00 a.m. 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 Acquisitions Manager, Staneshia Thomas, 1301 W. 5th Street, Montgomery, AL 36104 or stthomas@alasu.edu.

Submittal of Questions

Staneshia Thomas, Acquisitions Manager 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 later.

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.

SPECIFICATIONS

The Spectroscopy System will be used for the Laser-based Analysis of Nuclear and Environmental Materials project. Spectroscopy System-**High bandwidth and high resolution for Laser Induced Breakdown Spectroscopy**. Spectroscopy System consisting of the following:

- Capture in a single measurement a spectral range of at least 200-800 nm with resolution of 0.40 nm or better. The spectrometer should include:
 1. Optical fiber needed to couple light into the spectrometer –(UV/VIS, SMA terminated) or equivalent
 2. UV enhanced CMOS camera/detector or equivalent
 3. Minimum frame rate of 10 Hz
 4. Capable of being externally triggered by a laser with a BNC cable-Cable for external trigger must be supplied with the system
 5. If a multi-channels (Multiple units of spectrometers) are used, synchronization cables should be supplied
 6. USB cable to connect spectrometer to computer
 7. Full software for spectrometer which can control the delay between the external trigger and the start if the acquisition. The software should also be able to control integration time of the camera/detector. (Software should be compatible with Window 10 operating system)

Vendors should provide warranty on all equipment covering cost of labor and parts for 1 year.

To Be Completed by Vendor	
ITEM/SERVICES	Total Cost
Spectroscopy System	\$ _____
Prices on all equipment should include shipping and training.	

Total Bid Prices must include all products, shipping 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 #** _____

Signature & Notarization Required

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** _____ **2021.**

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

Must include Notary Seal

1. **SCOPE:** This solicitation is for the purchase of a Spectroscopy System. Equipment should meet or exceed the specifications provided. Guarantee on all equipment covering cost, labor and parts for one year.

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. In addition, 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 that evidences your past utilization of minorities.

6. **OWNER:** Whenever the term "University" is used in these specifications it refers to Alabama State University.

7. NA **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.**Upon Completion of Public Works Projects, \$15,000 - \$50,000 The University shall:**
 - A. Give Notice of Completion by a one-time advertisement in a newspaper of general circulation published within the city or county in which the work has been done.
 - B. Post on the Procurement Department's Bulletin Board the Notice of Completion for one week.
 - C. Require the Contractor to provide notarized statement that all bills have been paid in full.
 - D. Final settlement shall not be made until after the notice has been advertised & posted for one week.

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. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **DELIVERY:** Upon issuance of purchase order – Years 2018, 2019 and 2020
18. **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. In addition, a legible copy of the license must be included with the bid.
19. **NA 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.

20. **NA 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.
21. 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.
22. 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.
23. **NA 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.

24. 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 based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible if 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 workweek. 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 does not comply 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 Bid #3070-2021-**Do Not Open**
PO Box 271
Montgomery, AL 36101-0271

Via Courier

Alabama State University
Procurement Department
ASU Bid #3070-2021-**Do Not Open**
1301 West 5th Street
Montgomery, AL 36104