Shelton State Community College will receive sealed bids in its Purchasing Office until 7/2/2013 at 2:00 PM for the items described in the bid invitation. Bids will be publicly opened and read aloud in the Volkert Conference Room, Room #3605A.

SUBMIT BID PROPOSAL TO:

Bid Number 18-13-SS
Attention: Judy Johnson
Shelton State Community College
9500 Old Greensboro Road
Tuscaloosa, AL 35405

"No Bid" Responses Are Requested
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. All bids are to be in sealed envelopes with the above bid number and opening on the outside of the envelope. All forms should be completed and included in the sealed envelope. Mark your bid to the attention of Judy Johnson, Purchasing Officer.

2. Only written modifications to proposals will be accepted.

3. Bidders may submit proposals on any one or all items listed. However, the College reserves the right to select and purchase individual items.

4. All bid prices are to be quoted F.O.B. Shelton State Community College, Tuscaloosa, Alabama.

5. The College reserves the right to accept or reject any bid or part thereof and waive informalities that may be deemed in the best interest of the College.

6. References in the specifications to name brands, catalogue numbers, etc., are for identification purposes only and in no way are intended to eliminate or discourage the offering of substitute items which equal the specifications.

7. If quotations are offered on substitute items, the bidder must include catalogues/brochures with complete descriptions and manufacturers' specifications.

8. Guarantees/warranties are to be furnished by the vendor as provided by the manufacturer.

9. Bid prices are not to include tax. Tax exemption certificates furnished upon request.

10. All items are to be free from defects in material and workmanship. If items are defective or damaged or do not meet the specifications, they are to be replaced immediately by the vendor at no additional cost to the college.

11. Quantities listed on the specifications sheet are believed to be correct. However, the college reserves the right to alter or vary the quantities for a period of ninety (90) days from the bid opening.
12. No payments on partial shipments will be made until all items have been received in good condition.

13. No bid may be withdrawn after the scheduled closing time for receipts of bids for a period of thirty (30) days.

14. Any and all damages caused to the College by the successful bidder will be repaired promptly at no cost to the College.

15. This proposal is to be made without connection with any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.

16. The contractor must comply with all federal, state, county and city laws regarding license fees and agreements.

17. The contractor must comply with Alabama Act 2011-535 and agrees to submit an Affidavit of Alabama Immigration Law Compliance as well as an E-Verify Memorandum of Understanding.

18. Nonresident Bidder Information: Act Number 2001-637 of the 2001 Alabama Legislature, which became effective on May 21, 2001, and is codified as Code of Alabama, Section 39-3-5, provides as follows:

Section 1: In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preferences shall be given to resident contractors, and a non resident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder’s state awards contract to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state domicile of the nonresident.

Section 2: A summary of this law shall be made a part of the advertised specifications of all projects affected by this law.
SPECIFICATIONS

Please bid on the items listed on pages 4-5, or equivalent, for Shelton State Community College.

Charges for postage/handling/delivery should be included in the bid price.

Shelton State reserves the right to purchase any additional quantity of the above referenced item for a period of at least three hundred sixty-five days (one year) following the bid opening date.

If you have general bid questions, please contact Judy Johnson at 205.391.2238.

For questions regarding the bid specifications, please contact Ann Bracknell at 205.391-2958.

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 ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.
PLEASE SEE ATTACHED FOR BID SPECIFICATIONS
BID SPECIFICATIONS

18-13-SS

BID PROPOSAL FORM

Proposal of ______________________________________________
        (Company Name)

of ______________________________________________________
        (City and State)

Hereinafter, called "Bidder," a corporation, organized and existing under the laws of the
State of ________________, a partnership, or an individual doing business as:

___________________________________________________________

TO:     Shelton State Community College
        9500 Old Greensboro Rd.
        Tuscaloosa, AL  35405
        Attn: Judy Johnson

Bid Price       $____________________________

Federal Identification #  ________________________________
I hereby affirm I have not been in 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.

__________________________________________________
Firm or Company Name

__________________________________________________
Address

__________________________________________________
City, State and Zip Code

__________________________________________________
Telephone Number                     Fax Number

__________________________________________________
Name of Company Representative
(Please Print)

__________________________________________________
Signature of Company Representative

BID CERTIFICATE MUST BE NOTARIZED

Sworn and subscribed before me this the _________ day of _______________. 20____.

_________________________________________
Notary Public

_____________________________________
Date my commission expires

Page 7
State of Alabama
Disclosure Statement
(Required by Act 2001-935)

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

☐ Yes  ☐ No

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

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

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

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

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

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

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

Signature: ___________________________  Date: ________________

Notary's Signature: ___________________________  Date: ________________  Date Notary Expires: ________________

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.
Shelton State Community College (herein referred to as Shelton State) is seeking bids from qualified Contractors to provide quality services through the operation of the Shelton State Food Courts. Vending is not a part of this bid. The quality, quantity, and type of food products, the manner of service, and the economy of price to the consumer are the primary consideration. In addition, a reasonable financial return is required. Bids must include provisions for planning, managing and staffing; purchase and preparation of food; and cleaning and maintenance of facilities and equipment. Notwithstanding any other provision herein, the relationship of the Contractor to Shelton State shall be that of an independent contractor. Shelton State shall have no direct supervision of employees of the Contractor, and any communication of employee matters shall be through the designated representatives of the parties.

DESCRIPTION OF FOOD SERVICE PROGRAM
Shelton State is a comprehensive academic institution serving approximately 5,000 students and 618 total employees (327 full-time and 291 part-time). Shelton State’s goal is to award a contract to a qualified operator who will provide fast food services at both the Martin Campus located at 9500 Old Greensboro Road, Tuscaloosa, Alabama, and the C. A. Fredd Campus located at 3401 Martin Luther King Jr. Blvd., Tuscaloosa, Alabama. Current College hours of operation are 7:30 a.m. – 6:00 p.m., Monday through Thursday and 8:00 a.m. – noon, Friday. At a minimum, food service should be provided for breakfast and lunch Monday through Thursday. The menu should provide a daily selection of various breakfast and lunch items. Bid responses should include a complete listing of proposed menu items and prices for each item.

AGREEMENTS, TERMS AND CONDITIONS
PREMISES, EXCLUSIVE RIGHTS AND EXCEPTIONS:
The Contract will have exclusive rights to operate the Shelton State Food Courts only in those areas designated by Shelton State. Upon mutual agreement with Shelton State, the Contractor may be required exclusive rights to certain designated areas for limited periods of time. The designated food court areas for purposes of this agreement are deemed to mean that food court area located at the Martin Campus and the C. A. Fredd Campus.
RIGHT OF INSPECTION:
Shelton State retains the right to inspect, evaluate, and request changes in the operations and condition of the food courts at any time with respect to quality, quantity, and production of all food items, hours of food service, prices, safety, sanitation, and maintenance of the facilities and equipment to bring to the level satisfactory to Shelton State and government and sanitation agencies.

STATE AND FEDERAL ID NO:
On or before the execution of food service agreement, Contractor shall furnish to Shelton State the Contractor’s Alabama Tax Identification and Federal Employer ID numbers. Contractor acknowledges and agrees that Shelton State may furnish those Contractor’s numbers to federal, state, and local tax authorities.

APPLICABLE LAW:
This bid and subsequent agreement shall be governed and construed in accordance to the laws of the State of Alabama.

AGREEMENT TERM:
The term of the contract awarded will be for a period of two (2) years with option for renewal.

ASSIGNMENT:
The Contractor shall be deemed to be an independent Contractor and will not, during the term of the Contract, or any renewal or extension thereof, sell, assign, transfer, sublet, or sublease all or any part thereof without the prior written consent of Shelton State. Should the Contractor become insolvent, or if proceedings in bankruptcy shall be instituted by or against the Contractor, the remaining or unexpired portion of the contract, at the election of Shelton State, shall be terminated.

SUBCONTRACTING:
All subcontractors are subject to the prior approval of Shelton State. The Contractor shall be responsible for the satisfactory performance of the approved subcontractor and for the conduct of the employees of said subcontractor. Substandard performance by an approved subcontractor can constitute an event of default under this agreement.

USE OF SHELTON STATE’S NAME:
In no instance shall Shelton State’s name or any of its registered trademarks be used by the contractor in connection with any advertising or promotions without first obtaining Shelton State’s specific written consent. Shelton State may require that Shelton State’s name and trademark shall be more prominently displayed than those of the Contractor on Shelton State Food Service promotional materials.
NON-DISCRIMINATION:
In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to insure equal employment opportunities.

AMENDMENTS:
The Agreement shall not be modified, amended, or changed except by an instrument in writing executed subsequent to the execution of the Agreement by both parties.

AGREEMENT TERMINATION:
Shelton State and the Contractor each shall have the right for its convenience and without cause or penalty, to terminate the Agreement at will, by giving the other party sixty (60) days written notice in advance of the termination date.

INSURANCE:
The Contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize Shelton State for any losses incurred in association with the Agreement. Any insurance policy or policies shall cover the entire food service operation at Shelton State including all areas that may in the future be placed under the control or use of the Contractor.

The Control shall maintain, during the life of the contract, the following minimum insurance requirements:

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<th>Kind of Insurance</th>
<th>Minimums of Liability</th>
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<tr>
<td>Worker’s Compensation</td>
<td>Alabama State Statue</td>
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<td>(Including Employer’s Liability)</td>
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<tr>
<td>Comprehensive General Liability</td>
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<tr>
<td>Combined Single Limit</td>
<td>$1,000,000 each occurrence</td>
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<tr>
<td>Products Liability</td>
<td>$1,000,000 each occurrence</td>
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Comprehensive General Liability includes, but is not limited to: Consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. These policies shall contain a covenant requiring thirty (30) days written notice to Shelton State before cancellation, reduction or other modifications of any kind to the required coverage.

The Contractor, at its cost, must provide acceptable evidence of compliance with the worker’s compensation insurance requirement of the State of Alabama. In the event that the Contractor fails to maintain and keep in force the insurance and Worker’s Compensation coverage as herein provided, Shelton State shall have the right to terminate the Agreement. Shelton State and Contractor shall each be listed as the named insured in said policy(s) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of the Agreement, the Contractor shall provide Shelton State with Certifications of Insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and signed by an authorized agent. In the event of cancellation, materials change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given Shelton State by the party initiating any revision.

**INDEMNIFICATION:**
The Contractor hereby covenants and agrees, at its sole cost and expense during the term of the Agreement, to indemnify and hold harmless Shelton State and Shelton State’s officers, agents, and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the designated food service areas and food service operations or any work done in or about the same, or transaction of the Contractor concerning the food service performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property. The Contractor also covenants and agrees, at its sole cost and expense, to hold harmless Shelton State and Shelton State’s officers, agents, and employees from and against all judgment, costs, counsel fees, expenses and liabilities incurred in connection with any such claim and any action or fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against Shelton State or against any of Shelton State’s officers, agents or employees, by reason of any such claim, the Contractor, upon notice from Shelton State, will resist and defend such action or proceeding by qualified counsel. However, the provisions of this section shall
not apply to any claims arising from the negligent or willful acts or omissions of Shelton State, or its officers, agents, or employees.

Shelton State shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by Contractor or any of the Contractor’s agents, servants, or employees, even if such equipment is furnished by Shelton State to Contractor. The acceptance or use of any such equipment by Contractor shall be construed to mean that Contractor accepts full responsibility for, and agrees to indemnify Shelton State against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to any employee, agent, or servant or the property of the Contractor, other Contractors, Shelton State, or other persons.

Any claims which Contractor may have against Shelton State shall be filed with the State Board of Adjustment.

**LAWS TO BE OBSERVED:**
The Contractor shall observe, perform, and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and maintenance of the food service facilities and Contractor’s activities undertaken pursuant to the Agreement. The Contractor shall also comply with all state and local building, fire, health, food service, zoning laws, codes, and/or regulations that affect or are applicable to Contractor’s activities and operations hereunder.

**RULES AND REGULATIONS:**
The Contractor covenants and agrees to comply with Shelton State’s policies and guidelines set out below. Shelton State reserves the right to make and enforce such other reasonable policies and guidelines which Shelton State deems necessary or advisable in order to promote the safety, care, preservation, and cleanliness of the designated food service areas for the protection and maintenance of Shelton State property in general. The Contractor shall pay the cost of remedying or repairing damage to designated food service areas or other Shelton State property due to non-compliance with the following policies and guidelines:

Toilets, wash basins, and other equipment shall not be used for any other purpose than the purposes for which they were constructed. No sweepings, rubbish, or other substances shall be thrown therein.
No alterations shall be made on the premises nor shall additional partitions or fixtures be installed in said premises without written consent of Shelton State. No nails or screws shall be driven, screwed, or otherwise placed into the walls, floors or other parts of any room or area without the consent of Shelton State, nor shall Contractor permit the premises to be defaced or damaged.

No signs, advertisements, or notices of any kind shall be painted, inscribed on or affixed to any part of the premises or any part of the building without the prior approval of Shelton State.

The Contractor shall not permit gambling or unlawful practices of any kind on or in facilities with the scope of the Agreement.

The Contractor shall not remove or permit the removal from Shelton State’s campus any equipment, items or other property owned by Shelton State or use Shelton State owned property and equipment assigned to the Contractor other than in the performance of the food services permitted by the Agreement. Upon expiration of Agreement or sooner in the case of termination of the Agreement, Contractor agrees to comply with Shelton State’s request for inspection of facilities and inventory of equipment.

PERMITS AND LICENSES:
The Contractor, at its cost, shall procure and keep current all permits and licenses, pay promptly all charges and fees, and give all notices necessary and incidental to the due and lawful operation of the Shelton State Food Courts.

LIENS:
The Contractor shall not commit or suffer any act or neglect whereby Shelton State premises shall become subject to any attachment, lien, charge or encumbrance whatsoever, except if hereinafter provided, and shall indemnify and hold harmless Shelton State from and against all attachments, liens, charges, and encumbrances and all expenses relating there from.

SURRENDER OF PREMISES:
Inventory and Supplies: The Contractor shall remove all inventory and supplies owned by the Contractor at the expiration of the Agreement or sooner in the case of termination of the Agreement.

Personal Property: The Contractor shall remove its personal property at the expiration of the Agreement or sooner in the case of termination of the Agreement. On removal of the personal property, the premises shall be returned to Shelton State in its original
state, wear and tear excepted. The Contractor’s failure to remove its personal property within thirty (30) days after the termination or expiration of the Agreement shall be deemed an abandonment of its personal property; in such event the Contractor agrees Shelton State may retain or dispose of such personal property without any obligation or liability, financial or otherwise, to the Contractor. Shelton State will make all necessary repairs to the premises that may be required as a result of removal of Contractor's trade fixtures, equipment, machinery, and other personal property, and upon demand contractor shall reimburse Shelton State the costs of making such repairs.

TAXES:
The Contractor shall pay any and all applicable taxes attributable to its activities and operation pursuant to this Agreement. The Contractor shall be responsible for collecting and remitting any sales, use, or excise taxes applicable to its operations and activities hereunder.

SMOKING POLICY:
Shelton State has implemented a no-smoking policy on its campus. All facilities are considered non-smoking, including employee work areas.

ALCOHOLIC BEVERAGES:
Alcoholic beverages will not be sold in the Shelton State Food Courts.

PARKING:
Contractor shall be required to purchase parking permits for its employees and will be allowed to purchase a number of parking permits sufficient to serve its employees.

FINANCIAL PROPOSAL:
The successful bidder will agree to pay the college rent in the amount of $500.00 per month. The Awarding Authority (Shelton State) will form a Selection Committee to evaluate the prospective proposals. The Selection Committee will select up to three vendors from those expressing interest for comprehensive interview, review, and discussions. The selected vendors will be allowed the opportunity for an in-depth interview with the Selection committee. Vendors must be on a sound financial basis.

GENERAL INFORMATION AND INSTRUCTIONS:
The College will provide the equipment and small wares that are currently in place in the Martin and C. A. Fredd Campus Food Courts.

Bids must include a list of three (3) business related references.
SUMMARY SHEET

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