Shelton State Community College will receive sealed bids in its Purchasing Office until **01/07/2015 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 **27-14-SS**  
Attention: Judy Johnson  
Shelton State Community College  
9500 Old Greensboro Road  
Tuscaloosa, AL 35405

<table>
<thead>
<tr>
<th>Page</th>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-7</td>
<td>General Conditions and Instructions to Bidders</td>
</tr>
<tr>
<td>8-15</td>
<td>Vending Contract</td>
</tr>
<tr>
<td>16</td>
<td>Bid Proposal Form</td>
</tr>
<tr>
<td>17</td>
<td>Bid Certificate</td>
</tr>
<tr>
<td>18-19</td>
<td>State of Alabama Disclosure Statement</td>
</tr>
<tr>
<td>20</td>
<td>Vendor Certification</td>
</tr>
<tr>
<td>21</td>
<td>Schedule A</td>
</tr>
<tr>
<td>22</td>
<td>Schedule B</td>
</tr>
</tbody>
</table>

"No Bid" Responses Are Requested
Sealed Proposals, IN DUPLICATE (an original and one copy), for providing vending machine placement and services on College-owned property, will be received by the Purchasing Office at the Martin Campus Volkert Conference Room 3605A, Tuscaloosa, Alabama until 2:00 p.m., Wednesday, January 7, 2015.

No proposals will be considered which are not accompanied by the attached Bid Proposal form and signed by the proper official of the Company.

All proposals are to be in sealed envelopes with the proposal name: VENDING and opening date, 2:00 p.m., Wednesday, January 7, 2015, clearly marked on the outside of the envelope. All forms must be completed and included in the sealed envelope.

Proposals received after the time specified, 2:00 p.m., Wednesday, January 7, 2015, will not be considered and will be returned unopened. Facsimile proposals will not be accepted.

No proposal will be considered which modifies, in any manner, any of the provisions, specifications, or minimum requirements of the Request for Proposal.

Proposers are expected to examine special provisions, specifications, schedules, contracts, and instructions included in this Request. Failure to do so will be at the proposer's risk.

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

The College hereby notifies all proposers that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disabling condition.

The proposer also agrees that whoever is awarded this contract, they will not discriminate against any person who performs work there under because of age, race, color, sex, creed, national origin, or disabling condition.

Successful bidders will be required to enter into and sign a formal agreement (a copy is attached) with the College that will be in effect for the duration of the contract period.
The parties hereto expressly agree and understand that the providers are not employees or agents of the College, the State of Alabama, (hereinafter referred to as the State) in any sense, but are solely independent providers.

The providers shall indemnify, defend and hold harmless the College, and its officers, agents, employees, successors and assigns, from, of, against, and with respect to any and all claims, causes of action, lawsuits, damages, losses, liability and responsibility, including any attorney’s fees reasonably incurred by the College, which arise out of, or are in any way related to, the condition or safety of any of the provider’s machines or other equipment on site, or otherwise related to or arise out of any acts or omissions of the provider in connection with the performance or non-performance of any of the various duties, responsibilities and activities covered by the Vending Contract.

The providers will be responsible to pay all required Federal, State, and local taxes or contributions imposed or required under Unemployment Insurance, Social Security, Income Tax laws, and Worker's Compensation law with respect to this agreement.

These agreements shall not be assigned by the providers. Third party participation is authorized only as a joint venture, which must be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications or waivers of the provisions of these agreements shall be valid only if they have been reduced to writing, duly signed by the parties hereto and attached to the original contract agreements.

The providers shall not enter into any subcontracts for any of the work contemplated under this contract without prior written authorization of the College.

This agreement may be terminated for cause without notice if the party fails to perform in accordance with the terms of this agreement. This agreement may be terminated by either party at any time upon (30) thirty days written notice of termination. These agreements shall remain in full force and effect until terminated as provided herein.

Administrative, contractual, and/or legal remedies as determined by the College will be implemented if it appears the provider has breached or defaulted on the contract.

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.

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 nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public

Page 3
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.

Vending machines may be placed on College owned public property with the consent of the College.

The College shall provide all necessary electrical outlets for the operation of vending machines.

The College will not pay for the construction of new vending machine locations or the remodeling of existing vending machine locations.

Request for Bid Proposals

Vending machines shall vend only those goods and/or services approved by the College. This includes beverage machines, multiple product machines, all hand-operated crank machines that dispense bulk foods or packaged items, and any other coin-operated, electrical or non-electrical machines.

The Purchasing Office will receive all proposals and read the names of those vendors submitting a proposal at the closing time of the request for bid proposals. The College will review and score all bid proposals.

Contracts will be awarded based on the most responsive responsible offer using criteria specified in the bid proposals. The highest amount of commission payment is not the sole criteria for awarding a contract. The minimum contract amount will be $75,000.00 per year.

Successful bidder will be awarded a contract for a three (3) year period. Contract may be extended once, for a period of no more than two (2) additional years.

All vending machines shall remain the sole exclusive property of the vendor.

Successful bidder will be responsible for management of their machines and must perform functions including placement, loading, servicing, cleaning and maintenance, pricing, and customer relations.

All vending machines shall bear the name of the vending company and state that said equipment is the sole property of the company.
All vending machines placed will display an adhesive sticker that will include the company name and telephone number to contact in case of machine malfunction, a customer's loss of money, or for other suggestions or complaints.

The College will contact vendors who need to remove machines from vending sites prior to newly contracted vendors' machine installations.

Vending machine commissions shall be paid to the College at least quarterly. A quarter means three months of the contractual period. Vending reports indicating the period of time each payment covers, the location of each machine, gross sales, and the sales for each machine must accompany each payment.

The College shall be paid by either check or money order within (30) thirty days of the end of each quarter.

Any vendor in breach of his/her contract shall not be allowed to bid on subsequent requests for proposals or for vending machine placement and services.

Vendors will designate a person to be the contact with the College representative.

Vendors will make refunds for machine malfunctions and/or customer dissatisfaction with the product.

Each proposal summary must provide information regarding equipment availability, value, encumbrance information, and the date it will be available for installation.

Proposals should be prepared simply, providing concise descriptions that will satisfy the requirements of the proposal. Emphasis should be on completeness and clarity of content. Repetition of the terms and conditions of this proposal request, without additional explanation, will not be considered sufficiently responsive.

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

The parties to this Contract are Shelton State Community College (herein after referred to as “the College”), whose address is 9500 Old Greensboro Road, Tuscaloosa, Alabama and (Insert Vendor’s name), (herein after referred to as “the Contractor” whose address is: (Insert Vendor’s business address).

Purpose of Contract

A. The College is authorized to bid out vending machine sites, enter into contracts with the Contractors for installation and operation of vending machine sites on College owned property, and receive commissions from the vending machines.

B. The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall place and maintain vending machines on College owned property.

Term of Contract and Required Approvals

A. This Contract is effective when all parties have executed it and all required approvals have been granted [Effective Date]. The term of the Contract is from (Insert starting date) through (Insert ending date). All services shall be completed during this term. This Contract may be extended under the same terms and conditions of this Contract for a period not to exceed two (2) additional years. Any extension will be done by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the College.

B. Contracts for professional or other services must be approved by the Alabama Department of Postsecondary Education.

Responsibilities of the Contractor

The Contractor agrees to:

A. Place vending machines that dispense carbonated beverages, juices, other non-carbonated beverages, and packaged candy and snacks at the Martin and Fredd campuses.
a. Manage the vending machines by providing the machines, products, and related services to include: placement; loading/filling; servicing; cleaning and maintenance;
 b. pricing;
 c. customer relations; and
 d. accounting.

B. Have the vending machine(s) vend those goods and/or services the Contractor has named or listed in Proposal. Product substitutions may be made at any time, based upon customer requests. Vending machines shall vend only those goods and/or services approved by the College. This includes beverage machines, multiple product machines, all hand-operated crank machines that dispense bulk foods or packaged items, and any other coin-operated, electrical, or non-electrical machines.

C. Have all vending machines installed no later than five (5) days after the effective date of this Contract. The Contractor agrees to pay for all costs related to the installations. The College shall provide all necessary electrical outlets for the operation of vending machines. The College will not pay for the construction of new vending machine locations or the remodeling of existing vending machine locations.

D. Have all vending machines bear the name and telephone number of the Contractor so the Contractor can be contacted in case of machine malfunction, a customer’s loss of money, or for suggestions or complaints concerning the Contractor’s machine(s) and/or service. All vending machines shall bear a label stating that they are the sole property of the Contractor.

E. Have all vending machines equipped with card readers for credit/debit cards.

F. Prominently display any permit stickers or labels required by local ordinances on each vending machine.

G. At the Contractor’s own expense, obtain all necessary permits, give all notices, pay all license fees, and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable service or business conducted under this Contract. The burden of the determining applicability of licensing requirements, laws, ordinances, and regulations for the Contractor and the Contractor's employees rests with the Contractor.

H. Replace machines, as necessary, with similar machines upon prior notification to the College. The Contractor shall place a replacement adhesive informational sticker.
I. **Insurance.** The Contractor shall provide a certificate of insurance for at least five hundred thousand dollars ($500,000.00) liability when the Contract is signed. The certificate of insurance confirming the Contractor’s compliance with this obligation is attached hereto.

J. **Services.**

   a. The Contractor shall keep machines clean inside and outside.

   b. The Contractor shall make arrangements for refund of money to customers due to equipment malfunction including, but not limited to, non-delivery of merchandise, spoiled product, or incorrect change.

   c. The Contractor shall designate a person to be the contact with the College representative. The Contractor shall provide written notice to the College when the name of the account representative, address, and/or telephone number changes.

   d. The Contractor shall repair or replace vending machines and other ancillary equipment, which are damaged, destroyed, or rendered inoperable by any cause.

   e. The Contractor shall assure that all food complies with any requirements of State and assure that storage and transportation of food, containers, and supplies shall be maintained in a sanitary manner and at applicable safe temperatures as required by Departments of Health.

K. **Selling Prices.**

   a. The Contractor shall be responsible for establishing prices to be charged for the merchandise.

   b. The Contractor agrees that all prices so established and charged will be comparable to the prevailing prices for similar merchandise sold in the community.

L. **Payment.**

   a. Vending machine commissions shall be paid to the College at least quarterly. A quarter means three months of the contractual period. Vending reports indicating the period of time each payment covers, the
b. The College shall be paid by either check or money order within (30) thirty days of the end of each quarter. If this Contract is terminated by either party, commissions shall be paid within (30) days of the date of termination.

c. The minimum payable commission under this Contract is $75,000.00 per year. Upon each year's anniversary of this Contract, if the minimum commission has not yet been paid for the prior year, the difference between $75,000.00 and the sum already paid in commissions for the prior year shall be paid within (30) thirty days.

L. **Entirety of Contract.** This Contract, consisting of six (6) pages plus Schedule A, represent the entire and integrated contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

M. **Ethics.** The Contractor shall keep informed of and comply with the Alabama Ethics and Disclosure Act, and any ethical standards governing the Contractor's profession.

N. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the College, and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to identification of the Contract being extended; the term of the extension; and a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the extension, remain as they were in the original Contract.

O. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
P. **Indemnification.**

The contractor shall indemnify, defend and hold harmless the College, and its officers, agents, employees, successors and assigns, from, of, against, and with respect to any and all claims, causes of action, lawsuits, damages, losses, liability and responsibility, including any attorney's fees reasonably incurred by the College, which arise out of, or are in any way related to, the condition or safety of any of the contractor's machines or other equipment on site, or otherwise related to or arise out of any acts or omissions of the contractor in connection with the performance or non-performance of any of the various duties, responsibilities and activities covered by the Vending Contract.

Q. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the College for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the College.

R. **Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the College will terminate this Contract without liability to the College.

S. **Notices.** All notices arising out of or from the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

T. **Notice and Approval of Proposed Sale or Transfer of the Contractor.** The Contractor shall provide the College with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of the Contract. If the College determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the College may, at its option, terminate or renegotiate the Contract.
U. **Prior Approval.** This Contract shall not be binding upon either party; no services shall be performed under the terms of this Contract, until this Contract has been reduced to writing, and approved by the Alabama Department of Postsecondary Education.

V. **Proof of Insurance.**

   a. **Commercial General Liability Insurance.** The Contractor shall provide coverage, during the entire term of the contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence and one million dollars ($1,000,000.00) general aggregate.

   b. The Certification of Insurance confirming the contractor’s compliance with this obligation is attached hereto.

W. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

X. **Sovereign Immunity.** The College has sovereign immunity as a State of Alabama entity.

Y. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers’ compensation, unemployment insurance and sales taxes.

Z. **Termination of Contract.** This Contract may be terminated for cause without notice if the Contractor fails to perform in accordance with the terms of this Contract. This Contract may be terminated by either party at any time upon (30) thirty days written notice of termination. Upon termination, commissions will be due within (30) thirty days. Upon termination of the Contract, the Contractor shall remove all machines and ancillary equipment from the premises within forty-eight (48) hours. If the equipment is not removed within five (5) days after the termination of the Contract, the college may remove said machines and equipment at the expense of the Contractor.

AA. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract
shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this contract, or to bring an action for the breach of this Contract.

BB. **Assignability.** This agreement may not be assigned without the prior written consent of the parties.

CC. **Modification.** Any alterations, variations, modifications, or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto, and attached to the original contract agreements.

BB. **Time is of the Essence.** Time is of the essence in all provisions of the Contract.

CC. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

DD. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
Signatures.

The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

College

Andrea Mayfield, Ph.D. ......................................................... Date
President

CONTRACTOR:

(Insert Vendor’s name) .................................................. Date

(Insert name and title of person signing for Vendor) .................................. Date

Tax ID Number ______________________________________________
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              SEE SCHEDULES A & B

FEDERAL IDENTIFICATION # ________________________________

__________________________________________________________
Signature – Authorized Official of Bidder                      Date

Page 16
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
State of Alabama
Disclosure Statement
(Required by Act 2001-935)

This form is provided with:
☐ Contract  ☐ Proposal  ☐ Request for Proposal  ☐ Invitation to Bid  ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or past fiscal year?
☐ Yes  ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

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<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</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 past fiscal year?
☐ Yes  ☐ No

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

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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>
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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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<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.)

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.)

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

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT/LOBBYST</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.
THIS VENDOR CERTIFICATION FORM HAS TO BE COMPLETED AND RETURNED IN ORDER TO MEET SPECIFICATIONS OF BID

GENERAL INFORMATION:
Shelton State Community College considers all vendors to be valuable assets in fulfilling its education, health, research, and service missions. As such, vendors should conduct their business openly, fairly, and honestly. All vendors are expected to fulfill their contractual commitments to the College in terms of cost, delivery, and quality of products and services. The College procurement contracts are a matter of public record, and they are based upon formal competitive bids or good faith negotiations between the College and the vendor. Failure to fulfill contractual commitments can jeopardize a company’s status as an acceptable College vendor.

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

Certification Pursuant To Act No. 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.

____________________  ______________________  ______  __________
Company Name

____________________  ______________________  ______  __________
Signature of Responsible Party

PRINT:  Name, Title  Date

Page 20
SCHEDULE A

Shelton State Community College (SSCC) has two campuses located in Tuscaloosa, Alabama. They are the Martin Campus and the C. A. Fredd Campus. Each campus has classroom programs and administrative offices. This proposal should cover vending services on both campuses by providing acceptable vending services to support the current and growing enrollment.

The Proposals will be evaluated and a contract awarded based on the following criteria:

1. The amount of commissions on sales to the College based on percentage of monthly sales. (Please quote percentage on SCHEDULE B).
2. Other support such as:
   a. Support for all athletic teams (baseball, softball, men’s and women’s basketball, and cheerleaders),
   b. Value of new scoreboards for all athletic programs,
   c. Value of banners, drinks and supplies for school activities and programs. This should include all Kick-Off events held each semester, as well as, other community outreach efforts by the College including the Office of the President,
   d. Other support, equipment, enhancements, or promotions.

This request for proposal shall be evaluated by a committee with a recommendation to the President. Proposers should be specific in the calculation of value. Specify limits in the level of support, if any, specifically, limits on the number of items available at each request before the College incurs cost. Specify price for items requested not covered under this agreement.

VENDOR RESPONSIBILITIES

1. The successful vendor must provide modern equipment that is state of the art, new in appearance and in excellent working condition.
2. All machines must be kept full.
3. Services on malfunctioning machines will be performed within a timely period, preferably within 24 hours, upon being notified about a machine problem.
SCHEDULE B

COMMISSION PERCENTAGES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>COMMISSION %</th>
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<tbody>
<tr>
<td>Snacks</td>
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<tr>
<td>20 oz. Bottle</td>
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<tr>
<td>15.2 oz. Bottle</td>
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<tr>
<td>9.5 oz. Bottle</td>
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<tr>
<td>10 oz. Bottle</td>
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<tr>
<td>Miscellaneous Sales Items</td>
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<tr>
<td>.5 L Bottle</td>
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OTHER SUPPORT

Please list below support and benefits that you will provide the College (equipment, promotions, enhancements, scoreboards, athletic sponsorship that includes advertisement, supplies for College events, etc.)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DOLLAR VALUE</th>
<th>WHEN/WHERE/HOW OFFERED</th>
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(CONTINUE ON BACK AS NEEDED)
27-14-SS

January 7, 2015

SUMMARY SHEET

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<th>VENDOR</th>
<th>BID PRICE</th>
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