

BID INVITATION

12-18-SS

Shelton State Community College will receive sealed bids in its Purchasing Office until **August 8, 2018 at 2:30 p.m.** for the items described in the bid invitation. Bids will be publicly opened and read aloud in the Business Services Conference Room, Room #1719.

SUBMIT BID PROPOSAL TO:

Bid Number 12-18-SS
Attention: DeLane Bailey
Shelton State Community College
9500 Old Greensboro Road
Tuscaloosa, AL 35405

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"No Bid" Responses Are Requested



BID INVITATION

1. "All bids shall be sealed when received" (Alabama Code § 41-16-54). Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.

Address bid to: DeLane Bailey, Associate Dean of Business Services
Shelton State Community College
9500 Old Greensboro Road
Tuscaloosa, AL 35405

- 2. Bids must be received prior to bid opening date and time. Late bids will not be considered.
- 3. All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign bid in ink.
- 4. Prices submitted on the bid must remain effective for a period of thirty (30) days for complete bid evaluation.
- 5. Shelton State Community College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institution. Bids will be awarded in a manner which appears to be in the best interest of Shelton State Community College. Awards may be issued to multiple bidders.
- 6. This proposal is to be made without connection to 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.
- 7. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
- 8. Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.
- 9. The responsibility of determining the acceptability of any products offered rests solely with Shelton State Community College.
- 10. Successful bidder will be required to submit a copy of General Liability (umbrella) insurance. The copy must show amount limits for automobile, workmen's compensation, etc. (applicable for the delivery of materials, supplies, etc.)



- 11. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
- 12. Successful bidder must provide a copy of current state, county or city business license, general contractor's license or applicable license as required by law.
- 13. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery F.O.B. or additional costs associated with delivery, installation and set-up as requested in the bid.
- 14. All bidders are required to complete a Disclosure Statement. 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. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to Shelton State Community College.
- 15. Successful bidder will be required to complete the Alabama Immigration Law Compliance Documents. The Alabama Immigration Law Compliance Documents are included in the bid proposal. The successful bidder must comply with Alabama Act 2011-535 and agrees to submit a notarized Affidavit of Alabama Immigration Law Compliance as well as an E-Verify Memorandum of Understanding (E-Verify can be found at www.uscis.gov). By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.
- 16. All bids must be notarized.
- 17. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to DeLane Bailey, Associate Dean of Business Services, Shelton State Community College, 9500 Old Greensboro Road, Tuscaloosa, AL 35405, at least seven (7) days prior to bid opening. Questions can also be submitted via email at



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<u>dbailey@sheltonstate.edu</u>. Answers to such requests will be given to all recorded bidders.

- 18. When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified. 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.
- 19. Bid prices are to remain in effect from award date, August 8, 2018, through August 8, 2019.
- 20. The contract may be extended for a period of two additional years if no changes are made in the specifications and/or pricing by the vendor. Shelton State Community College and the vendor must agree in writing for the contract extension.
- 21. Shelton State Community College may cancel this agreement at any time with 30 days written notice.
- 22. Payment shall be contingent upon Shelton State Community College's inspection of and satisfaction with completed work or materials.
- 23. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to Shelton State Community College's satisfaction by the successful bidder at no additional charge. No payments on partial shipments will be made until all items have been received in good condition.
- 24. Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.
- 25. It is further agreed that if any provision of this Agreement shall contravene any statute of Constitutional provision, either now in effect of which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.



- 26. The bidder acknowledges, and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Shelton State Community College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which Shelton State Community College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court which are situated in and/or covering Tuscaloosa County, Alabama.
- 27. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
- 28. These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
- 29. As an entity of the State of Alabama, the parties recognize and agree that Shelton State Community College cannot and will not agree to indemnify any party to a contract resulting from this bid.
- 30. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
- 31. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
- 32. Shelton State Community College reserves the right to purchase according to availability of funds.
- 33. All applicable shipping and handling costs must be included in the pricing submitted with the bid.
- 34. Shelton State Community College will not accept prepay terms for the items and services in this bid.



- 35. Quantities listed on the specifications sheet are believed to be correct. However, Shelton State Community College reserves the right to alter or vary the quantities for a period of ninety (90) days from the bid opening.
- 36. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.
- 37. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.
- 38. This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.
- 39. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.



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NONRESIDENT BIDDER INFORMATION

41-16-57

- (b) The awarding authority in the purchase of or contract for personal property or contractual services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations. Notwithstanding the foregoing, no county official, county commission, school board, city council or city councilmen, or other public official, state board, or state agency charged with the letting of contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility may specify the use of materials or systems by a sole source, unless:
- (1) The governmental body can document to the satisfaction of the State of Alabama Building Commission that the sole source product or service is of an indispensable nature, all other viable alternatives have been explored, and it has been determined that only this product or service will fulfill the function for which the product is needed. Frivolous features will not be considered.
- (2) The sole source specification has been recommended by the architect or engineer of record and who also documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.
- (3) All information substantiating the use of a sole source specification is documented in writing and is filed into the project file.



BID INVITATION

BID PROPOSAL FORM

Proposal of
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: DeLane Bailey
BID PRICE \$
FEDERAL IDENTIFICATION #
I LULIAL IDLIGITICATION #



BID INVITATION 12-18-SS BID CERTIFICATE

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 Compa	ny Name	
	Addres		
	City, State and	Zip Code	
	Telephone Number	Fax Numb	per
	Email Add	ress	
	Name of Company R (Please Pr		
	Signature of Company	Representative	
	BID CERTIFICATE MUS	T BE NOTARIZED	
	ribed before me this the	day of	PLACE NOTARY SEAL
Notary	Public		HERE
Date my c	ommission expires		



BID INVITATION



State of Alabama Disclosure Statement

(Required by Act 2001-955)

(negative by ne	2001 777)
ENTITY COMPLETING FORM	
ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FO	OR GRANT AWARD
ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER
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 u Agency/Department in the current or last fiscal year?	nits previously performed work or provided goods to any State
Yes No If yes, identify below the State Agency/Department that received the go vided, and the amount received for the provision of such goods or servi	
STATE AGENCY/DEPARTMENT TYPE OF GOODS/SI	
	· ·
Have you or any of your partners, divisions, or any related business us Agency/Department in the current or last fiscal year? Yes No If yes, identify the State Agency/Department that awarded the grant, the	
STATE AGENCY/DEPARTMENT DATE GRANT AWA	ARDED AMOUNT OF GRANT
List below the name(s) and address(es) of all public officials/public er any of your employees have a family relationship and who may direct Identify the State Department/Agency for which the public officials/pu	tly personally benefit financially from the proposed transaction.
NAME OF PUBLIC OFFICIAL/EMPLOYEE ADDRESS	STATE DEPARTMENT/AGENCY



State of Alabama in excess of \$5,000.

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Notary's Signature	Date	Date Notary Expires
Signature	Date	
	stand that a civil penalty of ten p	nts on or attached to this form are true and correct percent (10%) of the amount of the transaction, not ding information.
NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS	
List below the name(s) and address(es) of all papers, invitation to bid, or grant proposal:	aid consultants and/or lobbyists ut	tilized to obtain the contract, proposal, request for pro-
additional sheets if necessary.)		
public official or public employee as the result o	enefits to be gained by any public of the contract, proposal, request f	official, public employee, and/or family members of the or proposal, invitation to bid, or grant proposal. (Attach
officials, public employees, and/or their family in grant proposal. (Attach additional sheets if next	nembers as the result of the conti essary.)	ract, proposal, request for proposal, invitation to bid, or
If you identified individuals in items one and/or	two above, describe in detail belo	ow the direct financial benefit to be gained by the public
NAME OF FAMILY MEMBER ADDRE	ESS NAI	ME OF PUBLIC OFFICIAL/ STATE DEPARTMENT/ PUBLIC EMPLOYEE AGENCY WHERE EMPLOYED
immediate family, or any of your employees proposed transaction. Identify the public offi- employees work. (Attach additional sheets if	cials/public employees and State	who may directly personally benefit financially from the Department/Agency for which the public officials/public

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the



BID INVITATION

THIS VENDOR CERTIFICATION FORM HAS TO BE COMPLETED AND RETURNED IN ORDER TO MEET SPECIFICATIONS OF BID

VENDOR CERTIFICATION BY ALABAMA DEPARTMENT OF REVENUE

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	



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The	following	statement	is	applicable	to	all	Requests	for	Formal	Bid	and	Contracts	for
Proj	essional Se	ervices:											

Certification Pursuant To Minority-Owned Business

Alabama law (Section 25-10-3, Code of Alabama 1975) provides a definition of minority-owned businesses. Bidder from a business within the state that is a woman-owned enterprise, an enterprise of small business, as defined in Section 25-10-3, a minority-owned business enterprise, a veteran-owned business enterprise, or a disadvantaged-owned business enterprise shall acknowledge this status by signing this certification.

COMPANY NAME	
SIGNATURE OF RESPONSIBLE PARTY	
PRINT: NAME, TITLE	 DATE



BID INVITATION AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (9a) and (b), this Affidavit of Alabama Immigration Law Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for the award of any contract by Shelton State Community College to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from Shelton State Community College. Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Law Compliance obligations.

State of Alabama:
County of:
Before me, a notary public, personally appeared
swear and affirm that it is true and correct.
E-Verify Employment Eligibility Verification User Identification Number
Signature of Affiant
Sworn to and subscribed before me this day of, 2
I certify that the affiant if known (or made known) to me to be the identical party he or she claims to be.
Signature and Seal of Notary Public

TO BE RETURNED TO SHELTON STATE COMMUNITY COLLEGE



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ATTACHMENT

This memo is in regards to requesting bids for One (1) SuperFlow SF-902S Engine Dynamometer system "or equivalent" to include:

PRODUCT SPECIFICATIONS

Absorber Type

Water brake power absorber with Teflon water seals, high speed bearings, stainless trunnion and backing plate – low inertia design for precise control

Maximum Speed 15,000 RPM Horsepower Capacity 20 - 1,500 + hp Torque Capacity 5 - 1,200 + lb.ft

Temperature Measurement 12 temperature sensors for exhaust, oil, water, etc.

Pressure Measurement 3 pressure sensors for oil, manifold/boost, fuel, etc.

Fuel Flow Measurement 2 fuel flow sensors rated for 8-80 gal/hr

Air Flow Measurement 1 air flow sensor (20-1,200 CFM)

Air / Fuel (lambda) Measurement 2 – 12 channel

High performance engine dynamometer system to include the following:

- -Power Absorber: Power absorption unit with Teflon water seals, high speed bearings, stainless steel stator/trunion combination and aluminum bronze rotor low inertia design for precise control
- -1,500 hp, 15,000 rpm, 1,200 lbs/ft torque capacity
- -Temperature compensated load cell 1,200 lbs/ft capacity
- -Docking cart dynamometer stand with tool tray
- -Heavy duty docking engine cart with removable handle
- -Boom assembly to mount sensor box, mount cooling tower and route cables
- -Digital, dynamometer servo control system for automatic load control
- -Torque calibration arm with three 50 lb. calibration weights
- -Thermostatically controlled heavy-duty engine cooling tower, non-pressurized
- -Cable operated throttle control integrated into operators desk 30 ft.
- -Control Console: User friendly operator interface with 1 digital, high speed servo controller, 6 switches to wire into test cell lights, pumps, fans, etc. 4 buttons to control starters, fuel, ignition and auxiliary input and an industrial touch screen user interface



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- -Dynamometer operator table with throttle handle and computer tray graphite gray
- -Boom mounted sensor box with integrated weather station standard configuration as follows: 16 channel thermocouple panel, includes 12 closed tip thermocouples, 1/8 in.
 - 12 thermocouple lock fittings, 1/8 NPT to 1/8 in. thermocouples 12 ten foot thermocouple extension cables
 - 10 channel pressure panel, includes three sensors rated for -15 to 150 PSI 2 pre-configured analog inputs (0-10V DC)
 - -Two fuel flow measurement turbines (0-80 gal/hr)
 - -9 in. air flow measurement turbine (20-1,200 CFM, 9-560 lps)
 - -WinDyn Data Acquisition Software: purpose built dynamometer data acquisition software and graphical user interface 139 user configurable channels
 - -Factory configured computer system with two 22 LCD flat screen monitors and color printer
 - -Two days of training on-site or at SuperFlow labor only (travel and accomodations not included)

Maintenance (This configuration does not have 1 hour BPS) The specifications for this Framerack System are listed below:

BID SPECIFICATIONS

INTRODUCTION

Shelton State Community College – C.A. Fredd Campus needs a 902S for classroom/lab instruction in the Respiratory Therapy program.



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GENERAL

ITEM NO.

MANUFACTURER: Super Flow

MODEL: SF-902S "or equivalent"

QUANTITY: ONE (1) EACH

SPECS:

Front engine mount kit - includes polyurethane vibration mounts and adaptors to mount the front of most US domestic V8 engines to the 902s engine docking cart

2000 hp, dual channel fuel system - includes pump, accumulator and two regulators

Input shaft: 1 3/8" diameter, 10 spline, 5.65" overall length

Standard drive plate: 1 3/8"; input shaft diameter, 0-650 lb.-ft, 13 1/4"; plate diameter, 10 spline center hub

Two channel Air/Fuel kit, includes one 4-channel AEM lambda controller, two sensors and cables - two additional sensors can be added later

Ford Bell housing register 4.849" OD Small Block Mopar Bell housing register 4.354" OD Blank Bell housing register. Machine to size. 5.187' OD Big Block Mopar Bell housing register 4.804" OD

Ford Pilot Bearing Adaptor - Adapts input shaft to Ford pilot bearing IDMopar Pilot Bearing Adaptor - Adapts standard input shaft to Mopar pilot bearing ID

Unit to be outfitted with the following: dynamometer stand, docking cart, operator station & console, sensor box, engine cooling column, computer, WinDyn software, monitors and printer

 Automated tests for simple operation and extreme repeatability



- Test a wide range of engine sizes 20 to 1,500 plus hp with SuperFlow's unique capacity valve system
- Low inertia absorber design for fastest response to changing demands - aluminum bronze construction for extreme durability
- Docking cart system for rapid engine changes
- Control console to manage test, engine and test cell equipment all from the operator station
- Boom system to mount sensor box, manage sensor cables and hold the cooling column neatly in the test cell
- 139 data acquisition channels
 user configurable to meet any application
- Modular sensor box with expansion panel system to easily add sensors over the life of the dyno



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IT IS THE OWNER'S INTENT THAT THIS PROJECT BE TURN-KEY AS OUTLINED IN THE SCOPE OF WORK (ATTACHED).

NOTE: BIDDERS WILL BE RESPONSIBLE FOR ITEMS UNLISTED IN THE FORMAL WRITTEN SPECIFICATIONS TO PERFORM THE WORK REQUIRED AS OUTLINE IN THE SCOPE (I.E. MATERIALS, SUPPLIES, PARTS, ET AL). A SITE VISIT IS NOT REQUIRED, BUT IS RECOMMENDED TO BETTER FAMILIARIZE BIDDING PARTIES WITH THE FACILITY AND SCOPE OF WORK.

Shipment

Vendor responsible for equipment shipment and installation

The purchaser reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.

Price should also include freight, delivery, installation and operator training.



BID INVITATION

<u>12-18-SS</u> August 8, 2018

SUMMARY SHEET

VENDOR	BID PRICE