

#### **BID INVITATION**

Shelton State Community College will receive sealed bids in its Purchasing Office until **September 25, 2019 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 16-19-SS
Attention: DeLane Bailey
Shelton State Community College
9500 Old Greensboro Road
Tuscaloosa, AL 35405

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"No Bid" Responses Are Requested

15-17 Attachment



## **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.)



#### **BID INVITATION**

- 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 <a href="www.uscis.gov">www.uscis.gov</a>). 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 <a href="mailto:dbailey@sheltonstate.edu">dbailey@sheltonstate.edu</a>. 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



## **BID INVITATION**

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, September 25, 2019, through September 25, 2020.
- 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. Invoices must provide an itemized detailed cost breakdown for all individual items.
- 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.



#### **BID INVITATION**

- 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



#### **BID INVITATION**

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.



#### **BID INVITATION**

#### 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
(Company Name)
of
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 \$
BID PRICE \$
FEDERAL IDENTIFICATION #



## BID INVITATION 16-19-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	S
	City, State and	Zip Code
	Telephone Number	Fax Number
	Email Addı	ress
•	Name of Company R (Please Pr	•
	Signature of Company	Representative
	BID CERTIFICATE MUST	T BE NOTARIZED
	ibed before me this the , 20	
Notary	Public	PLACE NOTARY SEAL HERE
Date my co	ommission expires	



## **BID INVITATION**



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM	
ADDRESS	
	TELEPHONE NUMBER
CITY, STATE, ZIP	( )
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSI	ILE FOR GRANT AWARD
ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER
White for any law proper defend a delay	( )
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 busine Agency/Department in the current or last fiscal year?	ess units previously performed work or provided goods to any State
	e goods or services, the type(s) of goods or services previously pro
vided, and the amount received for the provision of such goods or	
STATE AGENCY/DEPARTMENT TYPE OF GOO	ODSISERVICES AMOUNT RECEIVED
Agency/Department in the current or last fiscal year?  Yes No	ss units previously applied and received any grants from any State
If yes, identify the State Agency/Department that awarded the gran	it, the date such grant was awarded, and the amount of the grant.
STATE AGENCY/DEPARTMENT DATE GRAN	T AWARDED AMOUNT OF GRANT
any of your employees have a family relationship and who may	ilic employees with whom you, members of your immediate family, or directly personally benefit financially from the proposed transaction. Is/public employees work. (Attach additional sheets if necessary.)
NAME OF PUBLIC OFFICIALIEMPLOYEE ADDI	RESS STATE DEPARTMENT/AGENCY
	Annual Control of the



## **BID INVITATION**

immediate family, or any of your employe	es have a family relationship and who fficials/public employees and State Dep	public employees with whom you, members of your may directly personally benefit financially from the artment/Agency for which the public officials/public
NAME OF FAMILY MEMBER ADD		PUBLIC OFFICIAL! STATE DEPARTMENT! JC EMPLOYEE AGENCY WHERE EMPLOYED
If you identified individuals in items one and/o	or two above, describe in detail below th	e direct financial benefit to be gained by the public
officials, public employees, and/or their family grant proposal. (Attach additional sheets if ne	members as the result of the contract,	proposal, request for proposal, invitation to bid, or
Describe in detail below any indirect financial public official or public employee as the result additional sheets if necessary.)	benefits to be gained by any public office of the contract, proposal, request for pr	lal, public employee, and/or family members of the oposal, invitation to bid, or grant proposal. (Attach
List below the name(s) and address(es) of all posal, invitation to bid, or grant proposal:	paid consultants and/or lobbylsts utilized	d to obtain the contract, proposal, request for pro-
NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS	
By signing below, I certify under oath and p to the best of my knowledge. I further unde to exceed \$10,000.00, is applied for knowin	rstand that a civil penalty of ten perce	on or attached to this form are true and correct ent (10%) of the amount of the transaction, not 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.



#### **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	a = 1
SIGNATURE OF RESPONSIBLE PARTY	
PRINT: NAME. TITLE	DATE



#### **BID INVITATION**

The	following	statement	is	applicable	to	all	Requests	for	Formal	Bid	and	<b>Contracts</b>	for
Prof	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	



## 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 (print
name) who, is duly authorized by the business entity/employer which appears below, being
sworn, says as follows:
As a condition for being a contractor or grantee on a project paid for by contract, grant, or
incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity,
I hereby attest that in my capacity as (your position)
for Grantee does not knowingly employ, hire for employment, or continue to employ an
unauthorized alien. Further, Contractor of Grantee affirms that it is providing notice to its
subcontractors of their Alabama Immigration Law Compliance obligations.
I further attest that said Contractor or Grantee is enrolled in the E-Verify program and have affixed below said Contractor or Grantee's E-Verify Employment Eligibility Verification User
Identification Number confirming such program enrollment. I have read this Affidavit and swear
and affirm that it is true and correct.
and annin 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
1, 1 2000

TO BE RETURNED TO SHELTON STATE COMMUNITY COLLEGE

## **Bid Specifications**

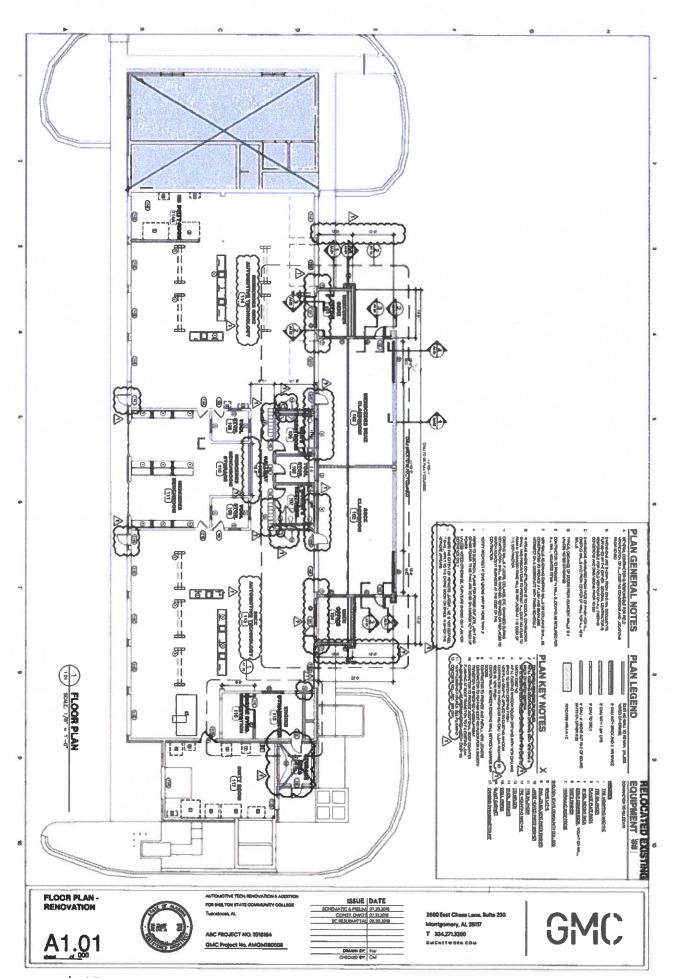
TEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	LINE TOTAL
1	Polished Concrete	SF		\$	\$
	<ul> <li>Grind and Polish</li> <li>Fill Joints with polyurea</li> <li>Densify with Ameripolish 3D HS</li> <li>Double Stain Guard with Ameripolish 3D SP &amp; SR2</li> <li>Polish to #800 grit medium gloss finish</li> <li>Natural, no dye color</li> </ul>				
	Epoxy Flooring: Restrooms				
6	Sherwin Williams GP Double Broadcast Epoxy with 6" cove base	SF		\$	\$

#### POLISHED CONCRETE APPLICATION

- 1. Applicator shall examine the areas and conditions under which work of this section will be provided and the Contractor shall correct conditions detrimental to the timely and proper completion of the work and the Applicator shall not proceed until unsatisfactory conditions are resolved.
- 2. Fill construction joints and cracks with filler products as specified in accordance with manufacturer's instructions colored to match (or contrast) with concrete color as specified by owner. All control joint and decorative saw cut filling must be performed prior to grinding application.
- 3. Grind the concrete floor to within 2 -3 inches of wall with 40 grit metal, 80 grit metal and 150 grit metal or QuickCut transitional diamonds removing construction debris, floor slab imperfections and until there is a uniform scratch pattern and desired concrete aggregate exposure is achieved. Each subsequent grind shall be at 90 degrees from each previous grind and remove all the scratches from the previous grind. Vacuum the floor thoroughly using a squeegee vacuum attachment. Utilize the least aggressive diamond tooling necessary to remove all debris and to achieve uniform scratch pattern. Final surface finish to be salt and pepper.
- 4. Grind the edges with 50 and 100 grit metal grinding pads, prior to grinding the floor with each step on the larger diamond grinder, removing all of the scratches from the previous grit. Vacuum the floor thoroughly after each grind, using a squeegee vacuum attachment.
- 5. Polish the floor with resin bonded diamond grits of 100, 200, 400, first polishing the edges with pads of the same grit and then the field of the floor, removing all scratches from the previous grit. After each polish, clean the floor thoroughly using a vacuum with a squeegee attachment. After the 400 grit polishing step thoroughly clean the floor with a mop or auto-scrubber.
- 6. If specified, apply dye color per manufacturer's recommendations. Apply two coats of dye to achieve desired coloration.
- 7. Apply densifying impregnator undiluted as per manufacturer's specifications and guidelines. Cover the entire work area liberally and allow to sit for 10 minutes. Apply again to areas where the densifying impregnator has soaked in and allow to sit for an additional 30 minutes. Squeegee excess material off the floor.

- 8. Polish the floor with resin bonded diamond grit of 800, first polishing the edges with pads of the same grit and then the field of the floor, removing all scratches from the previous grit. After polishing, clean the floor thoroughly using clean water and an auto-scrubber or a mop and a wet vacuum.
- 9. Apply Penetrating Stain Guard with a microfiber applicator and burnish with a fine, 800 grit, or very fine, 1500 grit, diamond impregnated polishing pad.
- 10. Upon completion, the work shall be ready for final inspection and acceptance by the owner.

\*\*\* FOR QUESTIONS ON BID SPECIFICATIONS PLEASE CONTACT JASON GRIFFIN AT 205-391-2978 OR KEITH CROWLEY AT 205-391-2952.



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