



9500 OLD GREENSBORO RD.  
TUSCALOOSA, AL 35405

**BID INVITATION**

Shelton State Community College will receive sealed bids in its Purchasing Office until July 22, 2020 at 2:00 p.m. for the items described in the bid invitation. Bids will be publicly opened and read aloud in the "D" Rooms located directly to the right as you come into the Atrium. Due to Covid-19, if you choose to attend the bid opening, you will need to allow extra time as you will pass through temperature screening prior to entering the building. While in the building you are required to wear a mask or face covering at all times.

**SUBMIT BID PROPOSAL TO:**

Bid Number 6-20-SS  
Attention: DeLane Bailey  
Shelton State Community College  
9500 Old Greensboro Road  
Tuscaloosa, AL 35405

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BID INVITATION  
"No Bid" Responses Are Requested

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.



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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 EVerify Memorandum of Understanding (E-Verify can be found at [www.uscis.gov](http://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 [dbailey@sheltonstate.edu](mailto:dbailey@sheltonstate.edu). Answers to such requests will be given to all recorded bidders.



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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, July 22, 2020, through July 22, 2021.
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



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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



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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.



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BID INVITATION  
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: DeLane Bailey

BID PRICE \$

FEDERAL IDENTIFICATION #

\_\_\_\_\_  
6-20-ss  
BID CERTIFICATE





# SHELTON STATE COMMUNITY COLLEGE

9500 OLD GREENSBORO RD.  
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### BID INVITATION

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

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Name of Company Representative  
(Please Print)

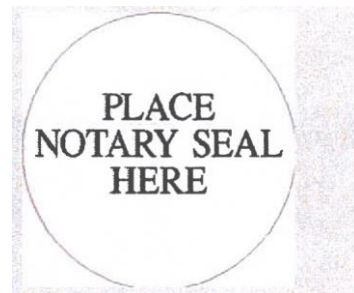
\_\_\_\_\_  
Signature of Company Representative

### BID CERTIFICATE MUST BE NOTARIZED

Sworn and subscribed before me this \_\_\_\_\_ the day of  
\_\_\_\_\_, 20 .

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date my commission expires





# SHELTON STATE COMMUNITY COLLEGE

9500 OLD GREENSBORO RD.  
TUSCALOOSA, AL 35405

BID INVITATION  
State of Alabama

## Disclosure Statement

(Required by Act 2001-955)



CO&OKET11-n FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR 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 units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year? a Yes  
If yes, identify below the State Agency/Department that received the goods or services, the type(s) of or pre-busy vtdd, and the amount received for he of goods or services.

STATE AGENCY/DEPARTMENT

TYPE OF GOODS, SERVICES

AMOUNT RECEIVED

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?

If yes, identify the State Agency/Department that awarded grant, date such grant was awarded, the amount of the grant.  
STATE AGENCY/DEPARTMENT GRANT AWARDED OF

List below the name(s) and address(es) of all public officials or public employees with you, or any of your family members, or any of your family members who may directly or indirectly benefit from the proposed identify the State Department/Agency by the officials (public employees, if necessary).

PUBLIC OFFICIALS/EMPLOYEES

ADDRESS

STATE



# SHELTON STATE COMMUNITY COLLEGE

9500 OLD GREENSBORO RD.  
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## BID INVITATION

List below the name(s) and address(es) of all members of public officials/public employees with whom you, members of your immediate or any of your employees has a 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.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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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 officials, public and/or their family as the result of the proposal, for proposal, invitation to bid, or grant (Attach additional sheets if necessary.)

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Describe in detail below all financial benefits to be gained by any official, public employee, and/or family members of the public or public employee as the result of the proposal, request 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 any consultant/lobbyist utilized to obtain the proposal. Invitation bid, or proposal. request for proposal.

NAME OF CONSULTANT/LOBBYIST	ADDRESS	PROFESSIONAL REQUEST FOR PROPOSAL
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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 (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

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## BID INVITATION

Signature  
Notarys S9utt.ze

Date  
Date

Date Notary Expires

Act 21301£55 cequfæs the statement to be ccmptered afø Wed Mth ae proposals,State of bids, contraas grant pmÞsals to the  
AfaPema In excess of samo.

### 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. BV 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.

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COMPANY NAME

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SIGNATURE OF RESPONSIBLE PARTY

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BID INVITATION

PRINT: NAME, TITLE

DATE

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The following statement is applicable to all Requests for Forma/ Bid and Contracts for Professional Services:

Certification Pursuant To Minority-Owned Business

Alabama law (Section 25-10-3, Code of Alabama 1975) provides a definition of minorityowned 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 minorityowned business enterprise, a veteran-owned business enterprise, or a disadvantagedowned business enterprise shall acknowledge this status by signing this certification.

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COMPANY NAME

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SIGNATURE OF RESPONSIBLE PARTY

---

PRINT: NAME, TITLE

---

DATE

# SHELTON STATE

## COM M U N I T Y C O L L E G E

9500 OLD GREENSBORO RD.

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BID INVITATION

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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.

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

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

# SHELTON STATE COMMUNITY COLLEGE

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BID INVITATION  
TO BE RETURNED TO SHELTON STATE COMMUNITY COLLEGE

|  
Attachment

## Scope of Work

Shelton State's primary objective for this bid is to obtain qualified and competent temporary personnel on a timely basis. The scope of service set forth in the bid represents an outline of the services, which Shelton State anticipates the successful agency or agencies will perform. The temporary service agencies submitting proposals must agree to the following:

1. Provide quality trained temporary employees to Shelton State departments within 24 hours upon request.
2. Conduct reference checks and background checks on all temporary employees, adhering to applicable federal, state and privacy protection laws, and ensure that applicants have passed both the reference and background check prior to start date of assignment.
3. Adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual in a protected class.
4. Conform to the provisions of the Immigration and Control Act of 1986 by verifying the employment eligibility of each temporary employee
5. Conform to the provisions of the Patient Protection and Affordable Care Act by providing them insurance options.
6. Abide by the provisions of the Federal guidelines to the Living Wage requirements.
7. Provide temporary employees willing to report to Shelton State Martin Campus located at 9500 Old Greensboro Rd Tuscaloosa Al 35405 and all outlying buildings including our Fredd Campus located at 3401 Martin Luther King Jr Blvd, Tuscaloosa, AL 35401.
8. Manage all paperwork and be responsible for all costs related to social security, state and federal withholding taxes, unemployment claims, and workers compensation claims for all temporary workers placed as a result of this contract
9. Financial Proposal: The vendor must submit pricing data as an hourly rate for each skill category proposed as needed and the vendor administrative costs. Pricing must remain fixed for the term of the contract and include all cost.



10. There is no guarantee of any minimum or maximum number of hours or specific assignments that will be made during the life of this agreement.

11. During the term of the agreement, Agency will agree to offer staffers insurance according to the federal guideline Requirements of the Affordable Care Act as stated above. Links below

<https://www.healthcare.gov/health-care-law-protections/rights-and-protections/>.

<https://www.healthcare.gov/>

The term of this agreement will be one year, with allowable one-year extensions for up to four additional years, at the discretion of Shelton State Community College.