



13-22-SS

Shelton State Community College will receive sealed bids in its Purchasing Office until **Mar 16, 2022, at 2:00 p.m.** for the items described in the bid invitation. Bids will be publicly opened and read aloud on the Martin Campus in room 1720.

Shelton State Community College continues to monitor the COVID-19/Coronavirus outbreak, and the health and safety of students, faculty, staff, and community members remain the College's top priority.

Submit bid proposal to the following:

Bid Number **13-22-SS**
Attention DeLane Bailey
Shelton State Community College
9500 Old Greensboro Road
Tuscaloosa, AL 35405

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"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. The bid should be addressed to the following:

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 the 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(s) on the form(s). An authorized company representative must sign the 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. The successful bidder will be required to submit a copy of general liability (umbrella) insurance. The copy must show amount limits for automobile, workers' compensation, etc. (applicable for the delivery of materials, supplies, etc.)
11. The 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. The 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. The 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 to dbailey@sheltonstate.edu. 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 are in no way 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, **Mar 16, 2022 through Mar 16, 2023**.
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 or 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.

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 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 # _____

**13-22-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 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





State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING 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?

- 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.

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?

- 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.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

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:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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.

**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

The following statement is applicable to all Requests for Formal 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 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

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 _____, 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

ATTACHMENT

Request for Bid

Bid item: Quantity of 1 new All in 1 Medi Spa B2B Facial Cleanse, or equivalent.

- I. **Bid price:** Price must include all expenses needed to provide and deliver one assembled and fully operational all in 1 Medi Spa Facial Cleanse Machine. The machine must meet or exceed the following specifications. Bid price will include, but not limited to:
 - A. Purchase, delivery, and assembly of the machine. Access to training/professional development for operation and maintenance of the machine for 1 to 2 Shelton State Community College employees.
 - B. Full warranty costs associated with machine, hardware, software, and any and all ancillary equipment. The machine must have no less than a 12-month minimum complete warranty against any and all defects.
 - C. An operational instruction/manual (hard copy or electronic) must be provided for the machine.
 - D. Any and all hardware, software, fluids, tooling, components, etc., required for safe and effective machine operation.
 - E. Any and all costs not listed above are required to provide Shelton State Community College with 1 (one) fully operational and functioning All in 1 Medi Spa B2B Facial Cleanse Machine.

III. **Machine Specifications:** Machine must include and perform all following components and esthetics treatment processes.

Handpiece/device which performs Electro ION Cold & Hot facial treatments with a temperature range of at least 5 °C – 42 °C

Handpiece/device to perform enriched-oxygen exfoliation treatments.

Handpiece/device to perform Hydra-Dermabrasion and include vacuum suction extraction capabilities

Handpiece/device to perform Electro ION, Cold and Hot low-level electrical energy stimulation.

Handpiece/device to perform ultrasound treatments.

Handpiece/device to perform Bi-Polar Radio Frequency treatments, with 6 (six) contact points.

Handpiece/device to perform Oxygen Spraying treatments.

Must include a minimum of 1 (one) device cleaning material

Must contain Bi-Polar Radio Frequency

Must contain an automatic cleaning system

Must include a minimum of 3 (three) serum bottles

IV. **Delivery Terms:** All bid items must be delivered to Shelton State Community College no later than September 23, 2022.