

**23-22-SS**

Shelton State Community College will receive sealed bids in its Purchasing Office until **Aug 24, 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 23-22-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, **Aug 24, 2022 through Aug 24, 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 # _____

**23-22-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

OR PLEASE INDICATE WITH N/A

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

23-22-SS
August 24, 2022

SUMMARY SHEET

VENDOR	BID PRICE

Date	Location (City)	Sport	Bus Size
9/29/2022	U of Montevallo	SB	40
10/1/2022	TBA	MBB	40
10/2/2022	Carrollton, GA	WBB	40
10/7/2022	Auburn University- Montgomery	Baseball	56
10/8/2022-10/9/2022	Albany State University (Albany, GA)	WBB	40
10/8/2022	TBA	MBB	40
10/12/2022	Hoover, AL	Baseball	56
10/14/2022-10/15/2022	Chipola College (Mariana, FL)	WBB	40
10/15/2022	TBA	MBB	40
10/27/2022	Jacksonville State University (Jacksonville, AL)	WBB	40
10/29/2022	TBA	MBB	40
11/1/2022	East Mississippi (Scooba, MS)	WBB/MBB	56
11/3/2022-11/7/2022	Walters State (Morristown, TN)	WBB	40
11/10/2022	Jones College (Ellisville, MS)	WBB	40
11/17/2022	Coastal South (Bay Minette, AL)	WBB/MBB	56
11/29/2022	Bishop State (Mobile, AL)	WBB/MBB	56
12/29/2022-1/1/2023	South Georgia Tech (Americus, GA)	WBB	40
1/9/2023	Snead State (Boaz, AL)	WBB/MBB	56
1/12/2023	Birmingham Airport (Drop-Off)	Cheer	40
1/16/2023	Birmingham Airport (Pick-up)	Cheer	40
	or		0
1/11/2023-1/16/2023	Orlando, FL	Cheer	56
1/16/2023	Chattahoochee Valley (Phenix City, AL)	WBB/MBB	56
1/18/2023	Wallace State (Hanceville, AL)	WBB/MBB	56
1/20/2023	Marion Military (Marion, AL)	MBB	40
1/30/2023	Southern Union (Wadley, AL)	WBB/MBB	56
2/1/2023	Lawson State (Birmingham, AL)	WBB/MBB	56
2/9/2023	Gadsden State (Gadsden, AL)	WBB/MBB	56
2/15/2023	Calhoun (Decatur, AL)	WBB/MBB	56
2/17/2023	Coastal North (Monroeville, AL)	WBB/MBB	56
3/1-4/23	Huntsville	WBB	40
3/1-4/23	Huntsville	MBB	40
3/9/2023	Central Alabama (Alexander City, AL)	Baseball	56
3/11/2023	Central Alabama (Alexander City, AL)	Softball	40
3/16/2023	Bevill State (Sumiton, AL)	Softball	40
3/18/2023	Bevill State (Sumiton, AL)	Baseball	56
3/19/2023-3/26/2023	NJCAA National Tournament (Lubbock, TX)	WBB	56
3/19/2023-3/26/2023	NJCAA National Tournament (Hutchinson, KS)	MBB	56
3/23/2023	Calhoun (Decatur, AL)	Baseball	56
3/25/2023	Calhoun (Decatur, AL)	Softball	40
3/30/2023	Southern Union (Wadley, AL)	Softball	40

4/1/2023	Southern Union (Wadley, AL)	Baseball	56
4/6/2023	Snead State (Boaz, AL)	Baseball	56
4/8/2023	Snead State (Boaz, AL)	Softball	40
4/13/2023	Marion Military (Marion, AL)	Softball	40
4/15/2023	Marion Military (Marion, AL)	Baseball	56
4/20/2023	Wallace State (Hanceville, AL)	Baseball	56
4/22/2023	Wallace State (Hanceville, AL)	Softball	40
4/27/2023	Northwest Shoals (Muscle Shoals, AL)	Softball	40
4/29/2023	Northwest Shoals (Muscle Shoals, AL)	Baseball	56
5/4/2023-5/7/2023	ACCC Conference Tournament (Alabaster, AL)	Softball	40
5/6/2023	Lawson State (Birmingham, AL)	Baseball	56
5/10/2023-5/16/2023	ACCC Conference Tournament (Oxford, AL)	Softball	40
5/12/2023-5/13/2023	Mid-Atlantic District Regional (TBD)	Softball	40
5/19/2023-5/29/2023	NJCAA National Tournament (Oxford,AL)	Softball	40
5/23/2023-6/5/2023	NJCAA National Tournament (Grand Junction, CO)	Baseball	56

GENERAL SPECIFICATIONS

Contract Term

The Initial Term of the Contract awarded shall be for a three (3) year period. Qualifications for this Contract must be met for the duration of the contract.

Upon mutual agreement between the successful Contractor(s) and Shelton State Community College, this Contract may be renewed annually up to a period of five (5) years with the same qualifications and under the original terms and conditions if it is in the best interest of the College. Annual renewal shall be contingent upon the College's satisfaction with the Contractor's performance.

Technical Specifications - Required

Respondent must meet or exceed all the requirements below to be considered in the award process.

Any backup or replacement buses used must meet the same criteria as originally required in the bid specifications.

Prior to the trip, the Contractor may not substitute buses that are outside the requirements of this bid without prior approval of the designated contact person for that trip.

The group must arrive at the scheduled event on time. All penalties, fines, or charges incurred by the College because of mechanical malfunctions, breakdowns, or due to the negligence of the driver(s), the bus company, its agents, employees or subcontractors, will be the responsibility of the Contractor, with the exception of acts of God, or other events or circumstances beyond the control of the Contractor. However, the Contractor should always take into consideration weather conditions that may affect transportation and communicate this information to the appropriate College personnel in charge of the trip. In the event of mechanical malfunctions or breakdowns, the Contractor will be responsible for providing replacement transportation for the group, so that they arrive at the scheduled event on time and return to the College as scheduled with all services provided. The cost of the replacement

transportation, mechanical repairs, or towing service will be the responsibility of the contractor. The College will pay only the original contracted price for the scheduled charter.

Bus Specifications

1. The College prefers bidders quote buses that are no more than six (6) model years old or newer.

2. All buses must seat the number of passengers specified and encompass all the amenities on the Departure and Return Sheet.

3. The exterior of the bus must be well painted and clean with no signs of damage.

4. The interior of the bus must be clean with upholstery and flooring in good condition.

5. Restroom facility must be completely functioning and clean. Restrooms must be clean and must be serviced as often as necessary to avoid offensive odors in the rear portion of the bus. Restrooms must be sufficiently stocked with standard restroom products such as soap and paper products. All 40-56 passenger buses must have a restroom.

6. Air-conditioning and heating must be in excellent working order.

7. Overhead parcel racks must be inside the bus.

8. TVs and DVD players are required. All passenger buses must have at least four (4) monitors per bus that are in excellent working order. Satellite TV and wireless Internet are required

9. All buses must have a GPS System.

10. All buses must have working electrical outlets throughout.

11. All buses must have anti-lock brakes.

12. All buses must have under the bus storage/baggage compartments with locks.

13. All charter buses provided for the scheduled trips MUST be in excellent condition and be certified by and meet all of the Department of Transportation Federal Highway Administration rules, regulations and guidelines. All maintenance records for buses to be provided must be available to Shelton State Community College for inspection.

14. Contractor(s) must maintain a "satisfactory" DOT safety rating. Contractor(s) shall notify the College immediately if there is any change to its status.

15. If an inspection of your bus or buses is requested by Shelton State Community College, the inspection should take place within ten (10) working days of request. The records for the bus or buses must be with the bus or buses at the time of the inspection. Failure to provide these records may eliminate your bid from consideration.

Contractor will be responsible for compliance with all DOT/FHWA laws, rules and regulations with regard to the service provided to Shelton State Community College. If more than one (1) driver per bus is needed based on the trip itinerary, it is the contractor's responsibility to determine this need. The College expects contractor(s) and their driver(s) to be in compliance with all requirements and the College group's safety to be of the highest priority.

Cell Phones: Every bus used for Shelton State Community College MUST have a functioning cell phone with each driver at all times and be available for contact at any time during the trip. Failure to provide cell phones may eliminate your bid from consideration.

Drivers Sleeping Accommodations: Driver's Rooms will be reserved for sites away from Tuscaloosa at the group's headquarters. Contractors are responsible for payment of Driver's hotel room.

Campus Loading Location: Every pickup and drop off will be designated in the trip itinerary. The Contractor will be advised of any adjustments once team and buses are on site by the College Contact Person.

Trip Confirmation Policy: All times listed are Central Standard unless otherwise noted. All trips begin with departure from the Shelton State Community College Martin Campus in Tuscaloosa, Alabama and the bus must arrive at least 30 minutes prior to departure time.

The College reserves the right to modify dates and times by giving a two-hour notification due to weather cancellation or other issue to the winning bidder.

Contact Person: The Contractor is responsible for contacting the person in charge (the contact person) of the group, the head coach.

Driver Service: All drivers provided for Shelton State Community College trips must adhere to the following requirements:

1. Driver MUST always be on time. It is the driver's responsibility to verify times and itinerary.
2. Driver service is critical. The drivers must stay with the buses and transport Shelton State Community College students and personnel to and from hotels, practices, meals, meets and any other functions. The drivers must be available for contact at any time during the trip. Drivers may be expected to make multiple shuttle trips when the need arises. No limit shall be placed on the number of people per shuttle trip, as this transportation will be needed as determined by the College employee in charge of the trip.
3. Drivers MUST be dressed in Professional Manner.
4. Drivers MUST stay in the same hotel as the group on overnight trips to be available to transport The Shelton State group and personnel to and from the hotel for practices, meets, meals and other functions.
5. Drivers MUST NOT leave the group without permission from the Head Coach, group leader or administrator. This includes any site where the bus has stopped and any site the College team or group is located.

6. Drivers and buses MUST BE on-site no later than thirty (30) minutes to one (1) hour prior to departure times as specified in group leader's itinerary. Written itinerary will be supplied to the Contractor prior to the trip. Late arrival of the bus is subject to financial penalty.

7. Drivers will schedule smoke breaks at the same time the group stops for meals, snacks or restroom breaks.

8. Drivers must adhere to the required rest break and hours of service requirements as established by the U.S. Department of Transportation – Federal Motor Carrier Safety Administration ("FMCSA"). The Contractor will provide relief drivers and/or take the necessary steps to control the adherence with the rest break/hours of service rules as outlined in FMCSA Part 395.5.

9. Drivers should obtain directions and determine travel routes for all destinations, prior to departing, including travel within a city. It is the contractor's responsibility to be knowledgeable of all routes.

10. Drivers are expected to have a pleasant, encouraging attitude and provide excellent professional service. Conduct that is not acceptable includes but is not limited to: General rudeness, offensive language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed.

11. Drivers shall only use his/her cell phone for an emergency. Drivers shall not have personal conversations on the cell phone while driving the bus. A hands-free device should be used if the driver must use his/her cell phone for an emergency while driving. Drivers shall not send text messages while driving.

12. Drivers are not to discuss or request gratuity from staff or students.

13. The Contractor is responsible for communicating the bid requirements to their driver(s) prior to the trip. Contractor will be penalized financially if the driver(s) fails to perform and does not fulfill the contract obligations as described in this document and/ or in bid specifications. Contractor will also be penalized financially if they violate the Federal Motor Carrier Safety Administration rules. The amount of the penalty will be at the discretion of the College and will be determined by the severity of the non-performance of the driver.

14. If the trip involves airport transfer, the bus must remain with the group at the airport until the group's flight departs. Driver must check with the person in charge of the group travel prior to closing log book.

Shelton State Community College expects all of the bus systems to be in excellent working order. It is expected that the quality of the buses bid have fully functioning equipment to maintain passenger comfort and pleasure. If the air-conditioning/heating system, VCR/DVD

monitor system or any other bus system ceases to function at a comfortable or acceptable level during the trip, the College will impose a penalty of up to twenty-five percent (25%) of the trip total. The College Business Office will determine the exact penalty based on the circumstances.

All accidents and incidents shall be reported to the appropriate law enforcement agency at the accident/ incident location immediately. There shall be a written report emailed within twenty-four (24) hours of each event to Auxiliary Services Department, attention Tommy Taylor, ttaylor@sheltonstate.edu. Accidents and incidents include, but not limited to, the following:

1. Collisions between a vehicle and another vehicle, person or object;
2. Passenger accidents, including falls while passengers are entering, occupying or exiting the vehicle;
3. Disruptions, ejections (requesting a rider to disembark due to disruptive behavior), fainting, sickness, deaths or assaults;
4. Accidents that the operator witnesses;
5. Vandalism while vehicle is in service;
6. Passenger complaint of injury or property damage or other circumstances likely to arise in the filing of a claim against contractor;
7. Alcohol/drug use.