

Shelton State Community College will receive sealed bids in its Purchasing Office until <u>Feb 14</u>, <u>2024</u>, <u>at 2:00 p.m.</u> for the items described in the bid invitation. Bids will be publicly opened and read aloud on the Martin Campus in room 1720.

Submit bid proposal to the following:

Bid Number	<u>2-24-SS</u>		
Attention	DeLane Bailey		
	Shelton State Community College		
	9500 Old Greensboro Road		
	Tuscaloosa, AL 35405		

Page(s)	Contents
2-5	General Conditions and Instructions to Bidders
6	Non-Resident Bidder Information
7	Bid Proposal Form
8	Bid Certificate
9-10	State of Alabama Disclosure Statement
11	Vendor Certification Form
12	Certification Pursuant To Minority-Owned Business
13	Affidavit of Alabama Immigration Law Compliance
14	Attachment

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

- this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.
- 26. The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Shelton State Community College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which Shelton State Community College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court which are situated in and/or covering Tuscaloosa County, Alabama.
- 27. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
- 28. These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
- 29. As an entity of the State of Alabama, the parties recognize and agree that Shelton State Community College cannot and will not agree to indemnify any party to a contract resulting from this bid.
- 30. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
- 31. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
- 32. Shelton State Community College reserves the right to purchase according to availability of funds.
- 33. All applicable shipping and handling costs must be included in the pricing submitted with
- 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 6	of
	(Company Name)
of	
(City an	d State)
	er, called "Bidder," a corporation, organized and existing under the laws of the State
of	, a partnership, or an individual doing business as:
	Iton State Community College
	00 Old Greensboro Rd. scaloosa, AL 35405
	tn: DeLane Bailey
BID PRICE	\$
CEDEDAL	IDENTIFICATION #
FEDERAL	IDENTIFICATION #

2-24-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 Numb	 per
	Email Add	ress	
Name of Company Representative (Please Print)			
	Signature of Company	Representative	
	BID CERTIFICATE MUST	T BE NOTARIZED	
Sworn and subsc	ribed before me this the	day of	, 20
Notary	/ Public		
Date my (Commission Expires		PLACE NOTARY SEAL HERE



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM	
ADORESS	
CITY, STATE, 2P	TELEPHONE NUMBER
TOTAL SOCIETY OF STREET	()
BUTE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPON	ISSUE FOR WORLD PROPERTY
NDORESS	
CITY, STATE, ZP	TELEPHONE NUMBER
	()
This form is provided with: Contract Proposal Request for Proposal	Invitation to Bid Grant Proposal
	iness units previously performed work or provided goods to any Stat
Agency/Department in the current or last fiscal year?	
Yes	the goods or services, the type(s) of goods or services previously pro-
vided, and the amount received for the provision of such goods of	
STATE AGENCY DEPARTMENT TYPE OF GO	DODS:SERVICES AMOUNT RECEIVED
Have you or any of your partners, divisions, or any related busin Agency/Department in the current or last fiscal year?	ness units previously applied and received any grants from any Stat
Yes No	rant, the date such grant was awarded, and the amount of the grant.
	ANT AWARDED AMOUNT OF GRANT
STATE AGENCY BECANNING.	
, , , , , , , , , , , , , , , , , , ,	
any of your employees have a family relationship and who ma	ublic employees with whom you, members of your immediate family, only directly personally benefit financially from the proposed transaction cials/public employees work. (Attach additional sheets if necessary.)
NAME OF PUBLIC OFFICIALIEMPLOYEE AD	DDRESS STATE DEPARTMENT/AGENCY

 List below the name(s) and a immediate family, or any of proposed transaction, Identifiemployees work. (Attach add 	your employees have a fam y the public officials/public e	nily relationship and who employees and State Dep	may directly personally	
NAME OF FAMILY WELTER	ADDRESS		F PUBLIC OFFICIAL! LIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
If you identified individuals in its officials, public employees, and, grant proposal. (Attach addition	or their family members as			
Describe in detail below any ind public official or public employed additional sheets if necessary.)				
list below the name(s) and additional, invitation to bid, or grant		nts and/or lobby/sts utilize	d to obtain the contract	t, proposal, request for pro-
NAME OF PAID CONSULTANTIL OBBY	IST	ADDRESS		
By signing below, I certify und to the best of my knowledge. I to exceed \$10,000.00, is applie	I further understand that a	civil penalty of ten perc	ent (10%) of the amou	
Signature		Date		

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 41-4-142, 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 41-4-142, 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	
1000	
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

REQUEST TO BID

I. <u>Bid Item:</u> Quantity of two (2) new Clausing manual engine 15" lathes with variable speed spindle, or equivalent.

II. <u>Technical Specifications</u> – See attached. Any technical specifications differing from those provided must be sent to the Technical Specifications Contact below and approved in advance of bid submission.

III. Bid price: must include:

- Purchase price, freight, rigging, installation, wiring [including transformer if needed), and commissioning of all equipment, components, accessories, and software necessary to operate the machine.
 - Local rigging company contacts can be provided upon request.
 - The main electrical disconnect and electrical line will be installed by Shelton State Community College.
 - Information on the installation facility's electrical system can be provided upon request.
- Training on the operation of the machine must be provided for one Shelton State Community College instructor. Training may include but not be limited to access to on-line training materials and/or courses, an on-site orientation on the operation of the machine, and/or registration costs for a face-to-face training workshop.
- Full 1-year warranty on the entire machine, including the machine controls.
- Any and all costs, equipment, and materials not listed above that are required to provide Shelton State Community College with a quantity of two fully operational and functioning, ready-to-use manual lathes.

Technical Specifications Contact:

Brian Cunningham
Machine Tool Technology
Instructor
bcunningha@sheltonstate.edu
Office 205.391.2439
Cell 205.799.9701

Request for Quote

Manual Engine Lathe with Variable Speed spindle

Technical Parameters

	15 3/4 inches		
Swing over bed	15 3/4 inches	Spindle Speed Control	Frequency
Swing over cross slide	9 inches	Weight clamped in chuck	175 lbs
Swing in bed Width	12.5197 inches	Weight between centers	285 lbs
Distance between centers	50 inches	Overall Height	65"
		Overall Depth	53"
Spindle			
Chuck mount	D1-6 Camlock		
Spindle bore	2 inches or more	Power requirements	
Speed range	up to 2500 rpm	Spindle motor	10 hp or more
Carriage			3 phase 230v
Cross slide working travel more	9.875 inches or	Integrated coolant system	
Compound slide working travel	5 inches or more		
Number of federates for traverse feed	35 or more	Physical Dimensions	
Spindle Taper Size	4MT	Length	less than 9 feet
		Weight	over 2200 lbs
Tailstock			
A As and Assess	CMT	Preference in machines Manufac	ctured in North America or

Europe

5MT Internal taper

S inches or more Sleeve stroke

Threading

25 or more Metric .25 to 20 mm settings

20 or more Standard 2 to 56 tpi settings