



ENTERPRISE STATE COMMUNITY COLLEGE

April 18, 2024

To Whom It May Concern:

Enterprise State Community College Business Office in Enterprise, AL will receive SEALED BIDS, **Bid Inquiry No. 202415**, for Class B Truck for CDL Training for the Ozark Campus. Bids will be received until **05/02/2024 until 4:00 p.m.** Bids will be opened **05/03/2024 at 9:00 a.m.** at the Enterprise Campus, Dean of Instruction Conference Room, 600 Plaza Dr. Enterprise, AL.

Bids will be evaluated and may be awarded to multiple bidders on an “individual item” basis or in its entirety” and on the best proposal benefiting the College. Bid items are based on projected needs. The item(s) covered by this request for bids are for educational purposes. The College reserves the right to waive any technicality in the bidding in the best interest of the College. Bids will be awarded in a manner which appears to be in the best interest of the College. This bid in no manner obligates the College to purchase any products/services.

IMPORTANT NOTICE: Please **READ ALL INFORMATION** carefully, particularly requirements and instructions to vendors. All bidders MUST complete a Disclosure Statement. Act 2001-955 requires the disclosure statement to be completed and filed with their proposals and bids to the State of Alabama in excess of \$5,000. A 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 the college. **In addition, the successful bidder** will be required to submit a copy of current state, county or city business license, general contractor’s license or applicable license as required by law, a notarized Affidavit of Alabama Immigration Law Compliance, an E-Verify Memorandum of Understanding (E- Verify can be found at www.uscis.gov), an Additional Terms and Conditions Document, State and Local Tax Certification & U.S. Immigration Status, Certification Regarding Debarment, and 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.) **Upon completion these items must be submitted to Enterprise State Community College within ten (10) days of the award.** Failure to do so may result in the immediate termination of the contract.

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 certifying that they are in full compliance with Act 2021-296. They are not barred from bidding or entering into a contract pursuant to Section 41-4- 116 and acknowledge that the awarding authority may declare the contract void if the certification is false.

Enterprise State Community College reserves the right to accept or reject all bids or any portion thereof. Alabama law allows the awarding of certain public contracts through competitive bids, to provide a preference in bidding to resident bidders over non-resident bidders. Bids by licensed blind vendors are encouraged.

Address bid to: Paula Helms, Director of Financial Services
Enterprise State Community College
Business Office, Room WA-114
600 Plaza Drive / P. O. 1300
Enterprise, AL 36331

Sincerely,

Paula Helms
Director of Financial Services



ENTERPRISE STATE COMMUNITY COLLEGE

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDORS

BID INQUIRY – 202415

DUE: 05/02/2024 4:00 p.m.

OPEN: 05/03/2024 9:00 a.m.

Failure to follow these instructions could result in rejection of bid. Please read carefully!

Bids must be submitted using our Bid Form. No other forms will be accepted. This is to help ensure complete uniformity of all proposals. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, **not legible**, or irregularities of any kind. Prices submitted on the bid must remain effective for a period of thirty (30) days for complete bid evaluation.

Bids must be submitted in **ink, typewritten or computer generated** in the appropriate space on the forms. Pencil will not be accepted. All bids must be signed and notarized. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise taxes. Enterprise State Community College tax exemption certificate number is 16-2462. *Three (3) references may be requested and verified before bids will be awarded.*

- **All bids are to be submitted in sealed envelope (Alabama Code S 41-16-54) with the BID NUMBER ON THE OUTSIDE OF THE ENVELOPE.**
- **DO NOT SUBMIT MULTIPLE BIDS IN THE SAME ENVELOPE OR DELIVERY SERVICE ENVELOPE.**

Delivery address is: Paula Helms, Director of Financial Services
Enterprise State Community College
Business Office, Room WA-114
600 Plaza Drive / P.O. Box 1300
Enterprise, AL 36330/36331

Late bids will NOT be considered. Bid quotes delivered to the mail room on any ESCC campus and not delivered to Wallace Hall, Room WA-114, in Enterprise, AL by the due date and due time will be considered late bids. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.

This contract is conditional upon the receipt of sufficient funds from the Alabama Legislature. In the event of the proration of the fund from which payment under this contract is to be made, this contract will be subject to termination by College upon notice to the Contractor. In accordance with the Alabama Community College System accounting guidelines, the institution does not recognize backorders. Therefore, partial payment cannot be processed for incomplete orders. The College will not accept prepay terms for the items and services in this bid. Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials.

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. 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. The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which 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. 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's 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. 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. As an entity of the State of Alabama, the parties recognize and agree that the College cannot and will not agree to indemnify any party to a contract resulting from this bid. In accordance with the recommendations of the Governor and the Attorney General of the State of



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Alabama, the parties shall consider settling all disputes arising from or relating to this agreement by using appropriate forms of non-binding alternative dispute resolution.

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. 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.

Any explanation desired by a bidder regarding the meaning or interpretation of the bid must be requested in writing and with sufficient time allowed for reply to each bidder before bid opening. Oral explanation or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a bid will be furnished to all prospective bidders as an amendment of the bids, if such information is necessary to bidder in submitting bids on the bid, or if the lack of such information would be prejudicial to uninformed bidders.

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.

Personal property or contractual services

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.

**The responsibility of determining the acceptability of any products offered rests solely with the College.
Payment shall be contingent upon the College's inspection of and satisfaction with received items.**



ENTERPRISE STATE COMMUNITY COLLEGE

Class B Truck for CDL Training Ozark Campus

BID INQUIRY 202415

DUE: 05/02/2024 4:00 p.m.

OPEN: 05/03/2024 9:00 a.m.

Bid prices must include freight/delivery/handling costs. Successful bidder must assume responsibility to ensure that bid items are delivered to the appropriate location. Location included in this bid is the Ozark Campus, 3405 South US Hwy. 231, Ozark, AL, 36360.

Successful Bidder must furnish all Labor, Equipment and Materials/Supplies necessary to perform this contract as described in this Invitation to Bid.

The successful bidder must assume all liability/responsibility for damage in transit. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful bidder at no additional charge. The bidder alone will be held responsible by the college for performance of all obligations of this bid.

Bid items are based on projected supply needs. This bid in no manner obligates the College to purchase any products or services.

Personnel shall be employees of the Bidder and the Bidder shall pay all salaries, cost of payroll, supplies, equipment and uniforms and all Social Security taxes, Federal and State Unemployment Insurance and any similar taxes relating to such employees. The successful bidder must furnish the college proof of workmen's compensation insurance coverage and a certificate of insurance for commercial general liability insurance to protect against injury to property or persons.

Any cost incurred by the bidder in making a proposal will not be reimbursed by the College.

In accordance with the Alabama Community College System accounting guidelines, the institution does not recognize backorders. Therefore, partial payment cannot be processed for incomplete orders/services.

DURATION OF AGREEMENT: The successful vendor must guarantee prices for a period of not less than 1 year from date of bid award. The contract will begin upon the awarding of Bid No. 202415 and end one year from that date. The contract may be extended for a period of four (4) additional years, but not greater than ten (10) years if no changes are made in the specification and/or pricing. College and vendor must agree in writing for the contract extension. College or vendor may cancel this agreement at any time with 15-day written notice. 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.

Bidders desiring further information or interpretation of plans or specifications must make requests in writing to Betsy Rials, 600 Plaza Drive/P.O. Box 1300, Enterprise, AL 36330/36331, prior to the due date and time. Questions can also be submitted via email at brials@esc.edu.



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202415 Specification Class B Truck for CDL Training

<u>Item No.</u>	<u>Qty</u>	<u>Description</u>	<u>Item ID</u>	<u>Price</u>
1	0 or more	Single Axle Class 7 or higher with a GVWR of 26,001 lbs. or more <ul style="list-style-type: none">• Dump truck preferred• Flatbed or Box acceptable• Automatic or Automated transmission• Air brakes• Able to pass D.O.T. inspection.• Model year 2007 or newer.		



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Class B Truck for CDL Training

BID INQUIRY – 202415

Bid must be submitted in a sealed envelope addressed to:

Paula Helms, Director of Financial Services
Enterprise State Community College
Business Office, Room WA-114
600 Plaza Drive / P. O. Box 1300
Enterprise, AL 36330 / 36331

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. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

BID MUST BE SIGNED AND NOTARIZED. Any attachments hereto are made and become a part of this Inquiry and must be signed by the Bidder.

FIRM _____

BY _____

Authorized Signature of Bidder
(Acceptable in ink only)

Printed or Typed Name of Bidder

MAILING ADDRESS _____

CITY, STATE & ZIP CODE _____

TELEPHONE NO. _____

EMAIL ADDRESS _____

FAX NO. _____

DATE _____

AL SALES TAX NO. _____

THIS BID MUST BE NOTARIZED

Sworn to and subscribed before me this
_____ day of _____, 2024.



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 of 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

- 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

OVER

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 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 _____