March 11, 2016

To Whom It Concerns:

Calhoun Community College will receive sealed bids on Bid #16-24 in its Business Office until 2:00 p.m. on Thursday, March 31, 2016 for Small Food Services. All bids received after this time will not be considered. The Bids will be publicly opened and read aloud.

If your company will not be submitting a bid, you must complete the “No Bid Response Form” and return it to the address indicated in order to remain on future bid lists.

Any questions relating to the specifications of this bid may be directed to Patricia Hughes, at 256-306-2541 or pat.hughes@calhoun.edu. Thank you for your interest in Calhoun Community College.

Sincerely,

Patricia Hughes
Director of Office Management and Purchasing

Attachments: General Conditions and Instructions to Bidders
BID #16-24 Specifications & Forms
General Conditions and Instructions to Bidders

1. All bids are to be in sealed envelopes with the **opening date and bid number to be on the outside of the envelope**. Bids should be mailed to: Calhoun Community College, ATTN: Patricia Hughes, P.O. Box 2216, Decatur, AL 35609 or 6250 U. S. Highway 31 North, Tanner, AL 35671. If you have questions regarding this bid request, contact Patricia Hughes at 256-306-2541. We will not accept bids that are faxed. Bids delivered by Federal Express, Airborne Express, and all other delivery services must be labeled with “bid enclosed” along with the opening date and bid number on the outside of the delivery service’s envelope.

2. Only written modifications to proposals will be accepted.

3. Bidders may submit proposals on any one or all items listed. The College reserves the right to accept bids in any combination, or reject any bid or part thereof and waive information that might be in the best interest of the College. The College expressly reserves the right to reject all bids if, in its sole discretion, the College believes the rejection of all bids would be in the best interests of the College.

4. All bids are to include delivery dates of merchandise. All shipping and handling charges shall be the responsibility of the successful bidder, unless stated in the bid quote. All bid prices are to be quoted F.O.B. (Free on Board) to Calhoun Community College, Decatur, Alabama. The successful bidder must assume all liability/responsibility for damage in transit.

5. Reference in the specifications to name brands, catalog numbers, etc. is for the identification purposes only and is no way intended to eliminate or discourage the offering of substitute items which equal or exceed the specifications. If substitute brands are offered, specifications for those brands must be included in the bid package. Failure to supply these specifications may result in the rejection of the bid. When the bidder does not state brand name or catalog number, it is understood the offer is exactly as specified.

6. Unless otherwise indicated, items furnished under the request must be new. Guarantees/warranties are to be furnished by the vendors as provided by the manufacturer.

7. Bid prices are **not** to include tax. The College is a State of Alabama Institution. If your company gives a discount, this must be included in the quote. The college writes accounts payable checks on the 1st and 15th of each month, no exceptions.

8. All items are to be free from defects in material and workmanship. If items are found to be defective or damaged or do not meet the specifications, they are to be replaced immediately by the Vendors at no additional cost to the College. If a company is awarded a bid and the company cannot honor the terms of the bid, the company may be removed from the College’s preferred vendor list.

9. Quantities listed on the specification sheet are believed to be correct; however, the College reserves the right to alter or vary the quantities for a period of sixty (60) days from the bid opening.

10. No payment will be made until all items have been received in good condition.

11. After the bids are opened, all bids become the property of the College and will be made available for public inspection.

12. The proposal is to be made without connections with any other person, company, or party making a bid proposal and is to be in all respects fair and in good faith, without collusion or fraud.
13. 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 acknowledge that the awarding authority may declare the contract void if the certification is false.

14. Bid awards are subject to change or cancellation due to unanticipated decrease in funding (including tuition, local, state or federal). Bid awards are also subject to change or cancellation due to changes in local, state, federal laws, regulations or policies or in changes in the policies of the Alabama State Board of Education or the Department of Postsecondary Education.

15. Act 2001-955 requires the Disclosure Statement (included with this bid request) be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.00.

16. **Nonresident Bidder Information: Section 39-3-5 of the Alabama Code provides as follows:**

   **Preference to resident contractors in letting of certain public contracts: reciprocity.**
   (a) In the letting of public contracts in which any state, county, or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder’s state awards contract to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.
   (b) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law. (Acts 1984, No. 84-228, p. 348; Act 2001-637, §1.)

17. Alabama laws require that, as a condition for the award of a contract by a college to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor’s E-Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (http://immigration.alabama.gov) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

18. For all contracts executed under bids, Alabama law now requires the following clause in all contract or agreements: *"By signing this contract, the contracting parties affirm, for the duration of the 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 the agreement and shall be responsible for all damages resulting therefrom."*
Bid #16-24
BID SPECIFICATIONS
FOR
Small Food Services

Scope of Work

It is the intention of Calhoun Community College to award a small scale food services contract on the Decatur campus of Calhoun Community College. The campus’ physical location is in Limestone County near Tanner, AL, but operates within the limits of the City of Decatur.

Description of the Facility

The College plans to offer its students a place to obtain food and beverages on campus to enhance student life and services. The Small Food Service facility will be located in the Brewer Library which houses the Student Activities area commonly known as the Hawks Nest. The Hawks Nest is approximately 1,700 sq. ft. The area is furnished with tables and chairs in one of the rooms, a vending machine, and drink machine. There is also an area that has two pool tables, ping pong, and card playing table. There is a large counter area for serving and a room behind the counter which contains a cabinet, commercial sink, and countertop. The College will furnish utilities and water. The bidder would be responsible for all cleaning of the area.

Hours of Operation

The proposed hours of operation are 11:00 am – 2:00 pm, Monday through Thursday of each week, excluding holiday breaks.

Description of Services desired

A proposed menu and related prices must be submitted with the bid response, using the form provided on the next page. The College is seeking a bidder who provides sandwiches, salads, dessert, and beverage.

Pre-Bid Conference

In order to submit a valid bid on the date of the bid opening, all bidders must attend a pre-bid conference on the Decatur Campus at the Brewer Library, in the Hawk’s Nest area. An
opportunity to view the facility and ask questions will be offered at 11:00 a.m. on Monday, March 21, 2016.

**Requirements**

Bidders are not required to attend the bid opening on Thursday, March 31, 2016 at 2:00 p.m. A contract will be required for a one (1) year period with an anticipated beginning date of June 1, 2016, with the possibility 2 (two) one year renewals.

The College will clean the area prior to the date the contract begins, and the area must be returned to the College clean after the time the successful bidder uses the space.

Bidders with an ownership interest who are College employees cannot participate in the bid process.

**Note:** a complete bid package must include the following four items:

1. Bid pricing sheet
2. Collusion/Fraud Statement
3. Vendor Disclosure Statement
4. e-Verify Memorandum of Understanding (entire document) as described in paragraph 17 of the general terms and conditions. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.
# Bid Pricing Sheet
## Bid #16-24

<table>
<thead>
<tr>
<th>Item:</th>
<th>Pricing:</th>
<th>Commission Rate:</th>
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<tbody>
<tr>
<td><strong>Beverages:</strong></td>
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<tr>
<td>20 oz soft drink</td>
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<td>24 oz sweet/unsweetened tea</td>
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<td><strong>Snacks:</strong></td>
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<td><strong>Cookies:</strong></td>
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<td><strong>Dessert:</strong></td>
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<td><strong>Sandwiches:</strong></td>
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<td><strong>Salads:</strong></td>
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<td><strong>Other:</strong></td>
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Comments or other information:
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________

NAME OF COMPANY

ADDRESS

CITY, STATE ZIP

TELEPHONE

EMAIL ADDRESS

________________________________  ______________________________

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE
I HEREBY SUBMIT THIS AS A “NO BID” FOR THE REASONS CHECKED BELOW:

___ Insufficient time to respond

___ We do not offer the product or service requested

___ Our schedule will not permit us to respond to this bid

___ Keep our company on this bid list for future bids

___ Remove our company name from this bid list for future bids

Other (describe briefly)

_____________________________________________________________
Collusion/Fraud Statement

I certify that I have read the General Conditions and Instructions to Bidders of the bid and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the bidder. I agree to abide by all conditions of this bid request.

Name of Company (please type or print in ink)  Authorized Signature (sign in ink)

Complete Address for Mailing Purchase Order and Payment  Typed/Printed Name of Signature Above

City                        State      Zip Code  Title (please type)

Telephone Number               Fax Number

NOTARIZATION

Sworn and subscribed before me this the ____ day of__________, _____.

_________________________________________________________________

Notary Public Signature

_________________________________________________________________

My commission expires (date)

_________________________________________________________________

SEAL

MINORITY INFORMATION

If this business is minority owned please list the qualification status below:
VENDOR DISCLOSURE STATEMENT

Vendor Disclosure Statement Information and Instructions

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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exits, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

**Family Member of a Public Employee** - The spouse or a dependent of the public employee.

**Family Member of a Public Official** - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

**Family Relationship** - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

**Person** - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**Public Official and Public Employee** - These terms shall have the same
meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to issuance of a purchase order.
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 ☐ Grant Proposal
☐ Proposal ☐ Invitation to Bid
☐ Request for 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

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.)

<table>
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<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/AGENCY WHERE EMPLOYED</th>
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by 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:

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<th>NAME OF PAID CONSULTANT/LOBBYST</th>
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten 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.