



3421 Meridian Street, North
Huntsville, AL 35811
256-539-8161

BID# 2023-01
DATE: November 2, 2022
INSTRUCTIONS TO BIDDERS

J.F. Drake State Community and Technical College will receive sealed bids for, **Facility Relocation Services** herein after described and specified in Exhibit A.

A **pre-bid conference** for prospective bidders will be held at the **Business Office, Bldg. 500, 3421 Meridian Street**, North Huntsville, Alabama on **October 25th at 9:00am**. Following the pre-bid meeting we will visit the buildings that are scheduled for facility relocation services.

All proposals must be in sealed envelopes and must be received in the Business Office to the attention of Drake State Purchasing no later than **November 2, 2022**, by at **12:00p.m.** The bid opening will be held at **2:00p.m.** in the **Business Office, Bldg. 500**, 3421 Meridian Street, North, Huntsville, Alabama on **November 2, 2022**.

Technical College Business Office located at Bldg. 500, 3421 Meridian Street, North, Huntsville, AL 35811.

Proposals for furnishing the equipment shall be filled out where called for in the blank spaces on the bid sheet proposal forms. The original signature shall be in longhand and shall be the legal name of the bidder, or the person authorized to sign. The completed form should be without interlineations, alteration or erasure. The original proposal must be submitted in ink. Any additional copy requirements will be identified in the specifications.





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- K. Vendors shall bid on all items within the specified group/category. It is the intent of the J.F. Drake State Community and Technical College to award the bid by groupings/categories or as a total package bid award, however, the College reserves the right to award the bid in any manner, which will best serve the interest of the J.F. Drake State Community and Technical College.
- L. The successful bidder shall guarantee all material and labor for a period of not less than one (1) year against defects in material or workmanship. The guarantee shall commence from the date of acceptance. The successful bidder shall replace any material which is defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification at no additional charge. Additional warranty considerations may be a factor in the bid award.
- M. The J.F. Drake State Community and Technical College is tax exempt from all tax (Tax I.D. 63-439942). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.

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.

- N. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. **The bid name, number and bid opening date**



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- B. The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. Bidders will be responsible for furnishing all product requirements, requested on the bid, to J.F. Drake State Community and Technical College.
 - C. In the event the low bidder refuses to accept the entire requirements in a category without deviation, his bid may then be considered non-responsive.
 - D. A refusal by the first low bidder may result in a contract being awarded to the next low bidder meeting requirements and specifications.
 - E. J.F. Drake State Community and Technical College reserves the right to accept or reject any or all bids.
 - F. The award will be made in accordance with Code of Alabama 1975 Section 41-16-57(b).

NONRESIDENT BIDDER INFORMATION

Code of Alabama, Section 41-16-57(b), provides as follows: 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:

All nonresident bidders must comply with Section 41-16-57(b) in submitting bids to J. F. Drake State Community and Technical College.

- G. The decision of the J.F. Drake State Community and Technical College will be final.
- H. Award will be made on unit price basis, extended price basis, or for other reasons mentioned in I. General Information, Paragraph H that will best serve the interest of the J.F. Drake State Community and Technical College.
- I. Successful bidder agrees to provide correct IRS Form W-9 and State of Alabama Disclosure Form to the College when notified of the bid award.

III. CONTRACT PERIOD

- A. The contract period shall be for **ONE YEAR** commencing on the date of the award.
- B. The purpose of this is to establish a 12-month contract with an option to continue on monthly basis under the same pricing, terms and conditions thereafter



contract must have the written approval of both the college and the vendor no later than 30 days prior to the expiration of the previous contract.



VIII.



A “General Contractor” is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama.

- D. IF APPLICABLE: All proposals shall include Huntsville City Business License number or other applicable Alabama county license number and all required State of Alabama license numbers.
- E. Successful bidder will be required to submit a copy of its General Liability insurance policy.
- F. Bidders may be disqualified and rejection of proposals may occur for any of (but not limited to) the following reasons:
 - a. Failure to use the bid forms furnished by the J.F. Drake State Community and Technical College.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form.
 - d. Lack of vendor compliance.
 - e. Evidence of collusion among bidders
 - f. Unauthorized alteration of the bid form.
- G. The J.F. Drake State Community and Technical College shall have no obligation to purchase items or services under any contract until funds are appropriated for the applicable fiscal year.
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- H.



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

- M. 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-laws 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.
- N. 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.
- O. 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.
- P. 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.

XII. MANUFACTURER'S NAME AND SUBSTITUTIONS

- A. Any bidder wishing to supply alternate equipment other than that specified shall submit a request for substitution to the J.F. Drake State Community and Technical College at the Pre-Bid Conference or at least ten (10) days prior to the BID OPENING DATE if a Pre-Bid Conference is not scheduled.
- B. If APPLICABLE - Bidders requesting such substitutions are cautioned to examine mechanical and electrical plans and building conditions to determine if such substitution will require changes in mechanical or electrical or require rearrangement. If any of the above changes would be involved, a layout of such changes and any additional cost (itemized) must be submitted with the request for substitution. If proposed substitutions entail additional cost which was not submitted with the request for substitution and approval



**J.F. DRAKE STATE COMMUNITY AND TECHNICAL COLLEGE
SUBSTITUTION REQUEST FORM**

VENDOR NAME _____ BID # _____

BID NAME _____

ITEM # _____

ITEM DESCRIPTION MCID107fEMR 119.58 580.32.001 Tw 12 0 0 12 57.6 554.64 T0 (-)-27722 (-)-2722 (-)TJET



Proposal Check List



COMPANY _____

ADDRESS _____

PHONE _____ FAX _____

CELL # _____

EMAIL ADDRESS _____

CITY OF HUNTSVILLE LICENSE # _____

MADISON COUNTY BUSINESS LICENSE # _____

SIGNATURE

PRINTED NAME

TITLE

DATE



BID 2023-01

Specification for Facility Relocation Services

J.F. Drake State Community & Technical College is seeking quotation from interested companies for facility relocation services for two buildings on campus. These items include (Furniture, Books Shelves, Modular Walls, Rugs, and any other misc. items as defined by Drake State. All items are to be safely relocated to an offsite conditioned storage facility for a duration of 12-Months. At that time all items shall be returned an installed as directed by **J.F. Drake State Community & Technical College**.

Special Considerations:

- All items must be protected and safely stored in a conditioned facility.
- Book shelving to be dismantled as required for safe tte Cs90.2 Tm- (c0)-2 (t)3 1 (qui)-2 (r)-2 (e)-1xot4d (c0)



BID RESPONSE FORM

Bid No (2023-01)



DRAKE STATE
COMMUNITY & TECHNICAL COLLEGE

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your

family, or any of your employees have a family relationship and who may directly or indirectly benefit financially from the proposed transaction. Identify the public official/public employee and State Department/Division for which the public official or

employee works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL	STATE DEPARTMENT	NAME OF PUBLIC EMPLOYEE	ADDRESS

Provide in detail below the direct financial benefit to be gained or the value of the stock if you purchased any shares in items one and two above.

