

Lawson State COMMUNITY COLLEGE

3060 Wilson Road, SW • Birmingham, Alabama 35221

REQUEST FOR QUOTATION	
BID NUMBER: 01-2023-2024	OPENING DATE: 10/24/2023
THIS IS NOT AN ORDER	

October 6, 2023

Dear Vendor:

Lawson State Community College seeks bids for the Instructional Services Department. Lawson State Community College is a state supported educational institution governed by the Alabama State Board of Trustees.

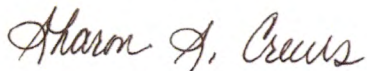
Instructions and preparation for submission of a proposal are included with this packet. All proposals are due in the Office of the Vice President for Administrative & Fiscal Services at Lawson State Community College, 3060 Wilson Road SW, Birmingham, AL 35221, **no later than 2:00 p.m. on Tuesday, October 24, 2023**. The names of the respondents will be read at the public bid opening shortly thereafter.

All bids must have the bid number, name, and opening date on the outside of a sealed envelope and be mailed or hand delivered to the above location.

Bid# 01-2023-2024
Outdoor Solar Furniture
Opening Date: Tuesday, October 24, 2023 @ 2 p.m.

Thank you for your interest in doing business with Lawson State Community College.

Sincerely,



Sharon S. Crews, Vice President
Administrative & Fiscal Services

Enclosure: Bid Specification
General Terms & Conditions
Bidder's Statement
Vendor Disclosure Statement
Instructions for Bid Submission

Bid Specifications for Outdoor Solar Furniture

Lawson State Community College is a State of Alabama supported educational institution under the authority of the Alabama Community College System Trustee Board. The college has two (2) campuses located in Birmingham and Bessemer, Alabama.

The College seeks to purchase Outdoor Solar Furniture to be installed on the Birmingham Campus. This bid is for vendors to provide prices for each Unit for Lawson State Community College. Prices shall remain firm for the contract period. The vendor shall offer Lawson State Community College any published reduction in prices during the contract period. The items on this proposal are a set and must be bid on as a complete package. All shipping, handling, installation, assembly and training costs must be included in the bid.

This equipment is being purchased from federal funds provided by the Department of Education, Higher Education Emergency Relief Fund (HEERF).

The furniture will include all necessary parts and software and come ready to use.

Lawson State will accept the equipment only when it has been delivered, without damage, to the designated location at Lawson State Community College and after the contractor provides all the specified equipment items and accessories.

The bid should be for eight (8) stand-alone battery based solar charging and shade structured units. Each unit must contain all necessary equipment and must be fully functional upon installation. Please provide brochures/photos of items quoted in the response as well all photos of options to items specified.

Bid Specifications (continued, page 2)

The Solar Charging Furniture must meet or exceed the following parameters and must include the following specifications:

A Solar Unit Feature

Meets the highest wind, snow and seismic loads

- a) Concealed conductors
- b) Power coated corrosion resistant aluminum
- c) Bluetooth controls that allows for programming on College's schedule, LED lighting, data monitoring and controls
- d) Wireless mobile device chargers and weatherproof outlets for laptop charging
- e) Includes four (4) wireless chargers for mobile device charging
- f) Includes four (4) 110V weatherproof outlets for laptop charging
- g) Bench seating (preferred)
- h) ADA Compliant

System Details/Capacity

Lights on for 8 hours

- a) 4 hours of wireless phone charging per day
- b) 8 hours of computer charging per day

Technical Details

- a) Solar Capacity at least 1,800 W
- b) Nominal battery capacity 4,800 Wh (24V, 200Ah)
- c) Allowable depth of discharge: 50%
- d) Battery chemistry: AGM
- e) Maximum continuous load (@77 degrees F): 770W

The Unit does not require a **foundation or no underground electrical**. The Unit must be bolted together and prewired.

Warranty Requirements

Length of Time

Warranty on Units

Warranty on electrical components

Warranty on batteries

Warranty on Finishes

Total Cost of Warranty

\$ _____

Cost per unit

Per Unit Cost

1. Cost per unit (1 – 5)

\$ _____

2. Cost per unit (6 – 10)

\$ _____

The price includes on-site setup, installation, and training.

Vendor Name _____

GENERAL TERMS AND CONDITIONS AND NONRESIDENT BIDDER INFORMATION

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 outside of your sealed envelope must be marked as follows:

Sealed Bid #: 01-2023-2024
Name: Outdoor Solar Furniture
Opening Date: Tuesday, October 24, 2023 @ 2:00 p.m.

2. Bids must be received prior to 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 on the forms. An authorized company representative must sign bid in ink.
4. Prices submitted on the bid must remain effective for a period of sixty (60) days for complete bid evaluation.
5. 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 Institute. Bids will be awarded in a manner which appears to be in the best interest of 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." (If applicable)
9. The responsibility of determining the acceptability of any products offered rests solely with College.
10. Successful bidder will be required to submit 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.)
11. 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. 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." (If applicable)
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 the college.
15. 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.
16. All bids must be notarized.
17. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to **Eula Todd** (Manager of Title III, Sponsored Programs and Services), at least three (3) days prior to bid opening. Questions can also be submitted via email to etodd@lawsonstate.edu and copy gchristian@lawsonstate.edu (Gala Christian). 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.
19. 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. College and the vendor must agree in writing for the contract extension.
20. College may cancel this agreement at any time with 30 days written notice.
21. Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials.
22. 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.
23. 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.

24. 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.
25. 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. Any claim for equitable relief or for which College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Jefferson County, Alabama.
26. 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.
27. 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.
28. As an entity of the State of Alabama, the parties recognize and agree that College cannot and will not agree to indemnify any party to a contract resulting from this bid.
29. 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.
30. 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.
31. College reserves the right to purchase according to availability of funds.
32. All applicable shipping and handling costs must be included in the pricing submitted with the bid.
33. College will not accept prepay terms for the items and services in this bid.
34. 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.

PUBLIC WORKS

Section 39-3-5 of the Alabama Code provides as follows:

§ 39-3-5. Preference to resident contractors in letting of certain public contracts required; 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 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 contracts 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 domicile of the nonresident.

(b) Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

(c) 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.)

or

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.



BIDDER'S STATEMENT

In compliance with the invitation to bid on **October 24, 2023** for Lawson State's **Outdoor Solar Furniture**, I certify compliance with all conditions stated herein and propose to perform all the requirements of this bid. I also certify that I have not been in collusion with any individual to restrain or otherwise avoid the competitive bid process.

Signature _____

Name and Title of Bidder _____

Company Name _____

Address _____

City, State, Zip _____

Telephone Number _____

Notary: Sworn and subscribed before me this _____ day of _____, 20__

Notary Public



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

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
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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
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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
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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
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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:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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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 _____

Article 3B of Title 41, Code of Alabama 1975 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.

INSTRUCTIONS FOR BID SUBMISSION

Please direct questions for further information or interpretation of plans/specification at least three (3) days prior to bid opening to:

Eula Todd

Manager of Title III, Sponsored Programs and Services

etodd@lawsonstate.edu

Please copy Gala Christian at gchristian@lawsonstate.edu

Please return the following items:

- Bid Specification Pricing Sheet
- Bidder's Statement (Notarized)
- Vendor Disclosure Statement (Notarized)
- Additional information if applicable

In a sealed envelope labeled with bid information:

Bid #: 01-2023-2024

Name: Outdoor Solar Furniture

Opening Date: Tuesday, October 24, 2023 @ 2:00 p.m.

Addressed to:

Sharon S. Crews

Vice President for Administrative & Fiscal Services

Lawson State Community College

3060 Wilson Rd S.W.

Birmingham, AL 35221

Bid may be mailed or hand-delivered. It is the Bidder's responsibility to ensure that the response is in the possession of the Vice President for Administrative & Fiscal Services by the published opening time. Bids will be received by the Vice President until 2:00 p.m. on Tuesday, October 24, 2023, and then publicly opened and read aloud. The opening will be held in the Conference Room (Bldg. A, Room 220) of the Vice President for Administrative & Fiscal Services on the Birmingham West Campus.