



**WALLACE STATE COMMUNITY COLLEGE  
INVITATION TO BID  
Bid # 15-2024 GE MAC VU360 EKG Machine**

Date: April 8, 2024

To: Prospective Bidders

Re: Bid # 15-2024 GE MAC VU360 EKG Machine

Sealed bids will be received in the college Business Office located on the 10th floor of the Bailey Center, until 2:00pm CST, April 24, 2024. Sealed bids will be publicly opened and read in the Bailey Center 10th floor conference room. Please be aware that Hanceville is a rural area and delivery of bids by carriers is not guaranteed by 2:00 pm.

Please see specifications for complete information on items requested. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. Attachment hereto is a part of the bid and must be signed by the bidder. No prices shall include State or Federal Excise Taxes. No errors will be corrected after bids are opened. All bids must be legible, pencil not acceptable. FAX bids are not allowed. All bidders must use our form and show on the envelope THIS IS A SEALED BID. The original bid must be submitted. You may keep a copy for your files.

The College reserves the right to accept or reject all bids, or any portion thereof. If you have any questions, please contact Mckenna Denney [mckenna.denney@wallacestate.edu](mailto:mckenna.denney@wallacestate.edu) or (256) 352-7436.

A handwritten signature in blue ink that reads 'Mary Helen Ingram'.

Mary Helen Ingram  
Chief Financial Officer

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Completion and submittal of this bid document constitutes a **contract** with an agency of the **State of Alabama** and is **fully binding** when accepted by the college. **No changes or modifications** will be allowed after the bid opening.

**General Terms and Conditions:**

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.
2. Bids must be received prior to bid opening date and time. Late bids will not be considered. No decision will be made at public opening.
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 one year 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 College. Bids will be awarded in a manner which appears to be in the best interest of College, in its sole discretion. Award will be issued to one vendor.
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 Free On Board (F.O.B.) delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.
9. Quantities on specification sheet are believed to be correct. However, College reserves the right to alter or vary the quantity.
10. The determination of acceptability, equivalency, or what best suits its need with regard to any product offered, rests solely with College.
- ~~11. Successful bidder will be required to submit a copy of General Liability (umbrella) insurance. Proof of automobile insurance, workmen's compensation, etc. may also be required (applicable for the delivery of materials, supplies, etc.) before bid is awarded.~~
12. 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.
13. 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.
14. 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

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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.

15. **All bidders are required to complete a Disclosure Statement and submit with bid package.** 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.
16. Successful bidder will be required to complete the Alabama Immigration Law Compliance Documents. Alabama law requires 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. This is not required with the sealed bid proposal but will be a requirement for the winning bidder.
17. **All bids must be notarized.**
18. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to Wallace State Community College, Purchasing Coordinator, PO Box 2000, Hanceville, AL 35077, at least seven (7) days prior to bid opening. Questions can also be submitted via email at mckenna.denney@wallacestate.edu. Answers to such requests will be given to all recorded bidders.
19. Reference in the specifications to name brands, catalog numbers, etc. is for 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 response. Failure to supply these specifications may result in the rejection of the bid. When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified.
20. Bid prices are to remain in effect from award date April 24, 2024, through April 24, 2025. The contract is for one year and 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.
21. College may cancel this agreement at any time with 30 days written notice.
22. Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials, goods, or equipment as applicable.
- ~~23. All Equipment/apparel/accessory products provided under the proposal must be new. Items which are used, demonstrators, obsolete, seconds or which have been discontinued are unacceptable.~~
24. 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.
25. Guarantees/warranties are to be furnished by the vendors as provided by the manufacturer and clearly identified.

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26. 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.
27. 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.
28. 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 Cullman County, Alabama.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. College reserves the right to purchase according to availability of funds.
35. All applicable shipping and handling costs must be included in the pricing submitted with the bid.
36. College will not accept prepay terms for the items and services in this bid.
37. 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 (Act 2012-491). 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.
38. 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.

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39. 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, 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.
40. If an item is not available, please note on the bid that the specific item is Not Available.
41. Bidders will be evaluated based upon price (US Dollars) and the number of satisfied requirements.
42. Items to be delivered to Wallace State Community College, 801 Main Street NW, Hanceville, AL 35077.
43. Personal Property or Contractual Services Information, 41-16-57 provides as follows:
- (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.

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**Specifications:**

Description	Quantity	Price Quote Each	Total Price
<b>GE MAC VU360 EKG Machine</b> <b>*Refurbished*</b>  Includes: <ul style="list-style-type: none"> <li>• MAC VCU360 cardiac acquisition module with lead wires and mounting arm bracket</li> <li>• Height-adjustable mobile trolley</li> <li>• Smart Acquisition software</li> <li>• Power cord</li> <li>• Operator’s manual</li> <li>• 1-year parts and labor warranty</li> </ul>	2		
<b>Shipping/Handling/Delivery</b>		<b>Included</b>	<b>Included</b>
<b>TOTAL PRICE QUOTE</b>			

*These items will be 100% funded with Federal grant funds awarded to Wallace State Community College, Hanceville through the CRRSAA Act, section 314, Pub. L. No. 116-260 in the amount of \$6,103,631.*

*These items will be 100% funded with Federal grant funds awarded to Wallace State Community College, Hanceville through the ARP Act, section 2003, Pub. L. No. 117-2 in the amount of \$6,861,316.*

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**PROPOSAL**

All pages of this bid must be submitted in a sealed envelope addressed to:

Mailing Address:

Mary Helen Ingram, CFO  
Wallace State Community College  
PO Box 2000  
Hanceville, AL 35077

Physical Address:

Mary Helen Ingram, CFO  
Wallace State Community College  
801 Main Street NW  
Hanceville, AL 35077

Mark the outside of the envelope as follows:  
Sealed Bid # **15-2024 GE MAC VU360 EKG Machine**  
Due Date: April 24, 2024 Time: 2:00 PM

Bids will be received by the Business Office until the above date and time, then publicly opened and read aloud. No decision will be made at public opening.

**Bidder Certification:**

With my signature I hereby affirm that I have complied with the bidder procedures as described in this bid announcement and also affirm that I have not been in collusion with any other bidder or prospective bidder to restrain or otherwise avoid the competitive process.

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed Name and Title of Bidder

\_\_\_\_\_  
DBA Name (if applicable)

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City/State/Zip

**NOT VALID UNLESS NOTARIZED**

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Signature

For report purpose only: Please check if minority owned business