



**2601 Carson Road
Birmingham, Alabama 35215-3098**

Food Truck Reservations

Due Date: 15th of each month

Submit to: Jefferson State Community College
Attention: Ann Cimalore
George Wallace Hall Room #134
2601 Carson Road
Birmingham, Alabama 35215

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GENERAL CONDITIONS AND INSTRUCTIONS

1. Submissions must be received before the 15th of each month to be considered for scheduling the following month.
2. All information shall be submitted in ink, typewritten, or computer generated in the appropriate space on the forms. An authorized company representative must sign in ink.
3. Jefferson State Community College reserves the right to reject any Submissions, or any part thereof, and to waive any technicality in the best interest of the Institute. Scheduling will be awarded in a manner that appears to be in the best interest of Jefferson State Community College. Jefferson State may schedule multiple trucks in a month.
4. This proposal is to be made without connections with any other person, company, or parties making a proposal and is to be in all respects fair and in good faith, without collusion or fraud.
5. The responsibility of determining the acceptability of any products offered rests solely with Jefferson State Community College.
6. Complete submissions will require a copy of General Liability (umbrella) insurance. The copy must show amount limits for the automobile/food truck.
7. Food truck 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.
8. Complete Submissions must provide a copy of the current state, county, or city business license, general contractor's license, or applicable license as required by law.
9. Complete Submissions will be required to complete the Alabama Immigration Law Compliance Documents. The Alabama Immigration Law Compliance Documents are included in the bid proposal.
10. Food trucks desiring further information or interpretation of plans or specifications must make requests in writing to Ann Cimalore, Purchasing Coordinator, 2601 Carson Road, Birmingham, AL 35215-3098.
11. Jefferson State Community College may cancel food trucks at any time.
12. Continued scheduling will be contingent upon the College's inspection of, and satisfaction of, the services provided.
13. 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.
14. It is further agreed that if any provision of this Agreement shall contravene any statute of Constitutional provision, either now in the 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.
15. The vendor acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Jefferson State Community 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 Jefferson State Community 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.
16. 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.
17. 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.
18. As an entity of the State of Alabama, the parties recognize and agree that Jefferson State Community College cannot and will not agree to indemnify any party to a contract resulting from this process.
19. 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.
20. 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.
21. 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

Section 41-16-57 of the Alabama Code 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.

**VENDOR CERTIFICATION
BY ALABAMA DEPARTMENT OF REVENUE**

Certification Pursuant to Alabama Act Number 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, us, and/or lease tax on all taxable sales and leases into Alabama. **By this submission, the vendor is hereby certifying that they are in full compliance with Act Number 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.

“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.”

Vendor Submissions Requirements For Food Truck Service

Jefferson State Community College is requesting submissions from qualified vendors to provide Food Truck Services at the following locations:

Jefferson Campus
2601 Carson Road
Birmingham, AL 35215

Shelby-Hoover Campus
4600 Valleydale Road
Birmingham, AL 35242

To be considered a complete submission the packet must contain the following:

- Current business license(s) to operate on the listed campuses of Jefferson State Community College.
- Jefferson or Shelby County Health Department current permit, approval to operate, and most current score.
- A current picture(s) of the Food Truck that will appear on the Jefferson State Community College campus.
- The Contractor must always provide during the contract period the following insurance coverage:
 1. Comprehensive general liability for bodily injury - \$1,000,000 for each accident.
 2. Comprehensive general liability for property damage - \$1,000,000 each accident.
 3. Comprehensive automobile including owned and non-owned – bodily injury liability and property damage liability - \$1,000,000 umbrella
- A copy of Alabama laws 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. 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 proposal. If you do not believe these requirements apply to your entity, include an explanation justifying such an exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion of the E-Verify enrollment process located at the federal website www.uscis.gov/everify.
- A copy of the menu(s) with prices that will be offered during the vendor's proposed time on campus.

Jefferson State Community College
Food Truck Service Hours & Days

Date: _____

Please fill in the days and times below indicating the proposed availability of the food truck to appear on the campus. The days and times are Monday through Friday. A copy of the Jefferson State Community College calendar can be located at <https://www.jeffersonstate.edu/calendars/> The college understands this is just a proposal, and if selected will work with the vendor to schedule available days and times.

Day	Campus	Times Available (example: 11:30 am - 2:00 pm)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

The undersigned agrees to furnish to Jefferson State Community College and deliver the above in complete accordance with the specifications herein listed and at the above-listed prices. The undersigned also has the authority to enter this agreement.

Signed: _____

Printed: _____

Company: _____

Phone: _____

Street Address: _____

Email Address: _____

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)



MINORITY INFORMATION

If this business is minority-owned, please list the qualification status below:

Immigration Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration 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 this agreement and shall be responsible for all damages resulting therefrom.

Date: _____

Name of Company (please type or print in ink)

Authorized Signature (sign in ink)

Title (please type or print in ink)

Typed/Printed Name of Signature