

Bid Invitation # 1640 Temporary Personnel Services

Bid Issue Date: Bid Opening Date: Bid Opening Location:

Wednesday, July 9, 2025 Tuesday, August 12, 2025 Grimsley Hall Room 179

Submit bid proposal to:

Wallace Community College – Dothan Lauren Tidwell Business Affairs Office Bid #1640 1141 Wallace Drive Dothan, AL 36303

Direct all bid inquiries to:

Lauren Tidwell Phone: 334-556-2288 Email: <u>ltidwell@wallace.edu</u>

INSTRUCTIONS TO BIDDERS

- 1. All bids should be submitted in a *sealed* envelope with the bid number, bid name, and opening date clearly marked on the outside of the envelope. Bids can be submitted by mail or in person at Wallace Community College Dothan, Business Office, 1141 Wallace Drive, Dothan, AL 36303.
- 2. Bids must be received prior to the bid opening date and time. Late bids will not be considered.
- 3. All forms must be completed in ink and signed/initialed/notarized/witnessed where required. Pencil will not be accepted.
- 4. Wallace Community College Dothan 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 that appears to be in the best interest of Wallace Community College Dothan. Bids may be awarded to multiple bidders.
- 5. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
- 6. 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.
- 7. All bidders are required to complete a Disclosure Statement. Act 2002-955 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 \$25,000. Any changes to the status of the information on this form will require the submission of an updated form to the college.
- 8. Agree to hold Wallace College Dothan harmless to all claims, loss, or liability with regard to the destruction of property or the injury of persons in the service area.
- 9. Attend meetings, if necessary, with College representatives, which may include a pre-bid meeting, precontract meeting, and occasional progress meetings. The date, time, and location of these meetings will be provided as scheduled.
- 10. Have sufficient capability to provide personnel to the college to perform this contract.
- 11. Provide Workman's Compensation Coverage.
- 12. Provide a point of contact between the college and the contract manager.
- 13. Provide a minimum of three (3) references and a description of similar services to commercial, governmental, educational, and/or institutional clients in the Dothan, Alabama area.
- 14. Certify that the firm has in place a system of background checks that meet the requirements of the State Board of Education policy 623.01.
- 15. All bids must be notarized.
- 16. Correction of errors in evaluation factors will not be allowed after bid opening. However, the College reserves the right to waive or allow correction of technical errors in accordance with Alabama Code, Section 41-4-132.
- 17. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) requires that, as a condition for the award of a contract by a government agency 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. 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 website <u>www.e-verify.gov</u>. The Alabama Department of Homeland Security <u>http://immigration.alabama.gov</u> 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 Employee 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. The contractor's E-Verify Memorandum of Understanding must be supplied before contract award.



Bid Specifications for Bid # 1640 Temporary Personnel Services

Wallace Community College – Dothan (WCCD) is now accepting bids for Temporary Personnel Services for both the Dothan and Sparks campuses.

A. <u>DESCRIPTION OF SERVICES</u>

The contract will be between Wallace Community College – Dothan, known as the "College," and the successful bidder(s) known as the "Contractor" for Temporary Personnel Services. This contract is intended to address intermittent and temporary personnel needs of the College in the specified areas for the duration of the contract period. Personnel used in this capacity will be and remain employees of the Contractor and are not guaranteed any minimum employment, nor is the Contractor guaranteed any minimum annual service level.

1. Bid Specifications

- a. The successful bidder shall provide a minimum of three (3) references and a description of similar services provided for other customers. References shall be for work performed within the last three (3) years. Submit a brief description of the firm's ability and experience in providing intermittent, temporary personnel services to commercial, local governmental, educational, and business organizations.
- b. The Contractor must have an acceptable work history providing temporary personnel services to commercial, governmental, educational, and/or institutional clients in the Dothan, Alabama area.
- c. The Contractor must have sufficient capability to provide personnel in the categories listed below without training, except for minimal orientation. Work will generally be performed under the direction of WCCD employees, and some project-type work may have minimal supervision. Work will be performed in various locations, including industrial areas, construction sites, classrooms, administrative offices, laboratories, shops, and other college facilities.

2. Areas of Responsibility

- a. Provide the personnel necessary to perform this contract.
- b. Provide Workman's Compensation coverage for all contracted employees as required by Alabama law.
- c. Provide Liability Insurance throughout the contract.
- d. Provide a point of contact to act as a designated contract manager to ensure compliance with contract provisions. The contract manager must be readily accessible during all college operating hours and be empowered to make decisions on behalf of the Contractor required to resolve service, quality, and performance issues.
- e. Certify that the firm has in place a system of background checks that substantially meets the requirements of the State Board of Education policy 623.01. This policy is available at the Alabama Community College System website. Every employee provided, regardless of level or length of employment, shall be certified as meeting these requirements.
- 3. Bids should be submitted with consideration of the following:
 - a. During the past twelve (12) months, WCCD has used approximately 5,000 man-hours of temporary services.
 - b. Temporary services may be ordered on a daily basis, conforming to the College's operating hours, or may be ordered for a job, project, or relief assignment for a stated duration normally not exceeding six (6) months.
 - c. Support staff hours normally consist of four 8.5-hour days, Monday through Thursday, and a 6-hour day on Friday with a half-hour lunch period each day. Hours may range from 6:30 am to 10:30 pm, with the majority of the work requirements being between 6:30 am and 4:30 pm, Monday through Thursday, and 6:30 am to 2:00 pm on Friday.
 - d. While the College estimates the demand for temporary labor services will continue at approximately this level during the next twelve (12) months, no guarantee of any workload is offered or implied to the Contractor. The College also reserves the right to obtain needed labor requirements from any other source that may be available, including other contractors and temporary employees.
 - e. All personnel provided shall remain the employees of the Contractor, who shall be responsible for any and all necessary insurance, tax payments, or any other legal obligations to their employees. The College will make no payments directly to the furnished contract personnel. The Contractor shall invoice the College at the end of each month for services provided during the preceding month.

B. <u>INSURANCE REQUIREMENTS</u>

The Contractor must always provide during the contract period the following insurance coverage:

- 1. Workman's Compensation, including Employer's Liability statutory limits.
- 2. Comprehensive general liability for bodily injury \$1,000,000 for each accident.
- 3. Comprehensive general liability for property damage \$1,000,000 for each accident.

C. <u>TERMS OF CONTRACT</u>

The terms of the Contract shall begin at the time of contract award. The Contract shall have an initial term of one (1) year, beginning on the date of contract award (the "Effective Date"). At the end of the Contract's initial term, the College shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for one (1) additional one-year option period. The College will notify the Vendor of its intent to exercise the option to renew by the end of the then-current term. The Vendor can choose to reject any of the option periods, in which case the College will solicit new bids. If the Vendor chooses not to enter into an option period, the services shall continue at the stated terms until the end of the then-current term.

D. <u>FINANCIAL TERMS</u>

- 1. The Vendor should only accept and process sales orders that are accompanied by a Purchase Order. The College is not financially liable for orders not pre-approved through the Purchase Order process.
- 2. Payment to the Vendor will be made after the completion of each order/service and after submission of an invoice by the Vendor. The Vendor shall provide any administrative documentation required, such as disclosure statements, tax identification forms, etc., necessary for the successful processing of payment.
- 3. The standard arrangement for invoicing shall be single invoices, meaning the Vendor shall provide the College with an invoice for each separate order. Invoices must include specific line-item information, which includes separate line items for each charge, to allow the College to verify that invoiced pricing matches the pricing established through this bid.

E. <u>BID EVALUATION</u>

Proposals will be ranked in order from least cost/most beneficial to the College to the highest cost/least beneficial to the College in each attribute. The College will evaluate each Proposal submitted based on the following criteria:

- 1. Ability to deliver professional quality services and references to verify.
- 2. Cost competitiveness of the Bid.

| Experience and References | | 70% |
|---------------------------|--------|------------|
| Price | | <u>30%</u> |
| | Total: | 100% |

F. <u>PRICING/QUOTES</u>

Bidders should submit a fixed total price for each item that fully considers all specifications in Section A. The pricing each bidder lists below should not include sales tax and should include all applicable costs, such as any labor, equipment, materials, specified additions, transport/delivery charges, fuel costs, training materials, etc. Bidders should consider any possible fluctuation of these applicable costs in their pricing.

Mark Up Percentage

Pay Rate: \$0.00 - \$15.99 Pay Rate: \$16.00 - \$24.99 Pay Rate: > \$25.00 \$_____ \$_____ \$_____

Please list any additional charges/fees that may be accumulated per monthly invoice (i.e. healthcare benefit fees, etc.):

G. <u>TERMINATION</u>

The College reserves the right to terminate the Contract for non-performance should the Vendor not meet the criteria of the Contract. If the Vendor does not meet the Contract requirements, the College will issue a cure notice specifying the deficiencies and allowing a time for correction (normally 10 days). If the deficiencies are not corrected in the time frame specified, the College may terminate the Contract. Either party reserves the right to terminate this contract with a 90-day written notice. If either party chooses to terminate this contract, the agreed-upon services should continue at the terms specified herein throughout the termination period.

H. <u>RIGHT TO AWARD</u>

The College reserves the right to award this contract, or any portion of this contract, to a successful bidder, to negotiate with any or all bidders, to reject, accept, and/or reconcile technical errors and to make any other decision which is considered in the best interest of the College in accordance with the provisions of The Code of Alabama 1975, Section 41-4-132. This contract will not be awarded solely on the basis of the lowest price offered, but on the best overall value, quality, and timeliness for the College.

I. <u>BID QUESTIONS</u>

Upon review of the bid documents, Vendors may have questions to clarify or interpret the bid in order to submit the best bid possible. Vendors should submit any such questions by the due date. Written questions should be emailed to ltidwell@wallace.edu by the date/time specified below. Vendors should enter "Bid #1640: Questions" as the subject for the email. Questions should include a reference to the applicable bid section.

Questions received prior to the submission deadline, the College's response(s), and any additional terms deemed necessary by the College will be posted in the form of an addendum to the College's Bid Solicitation webpage https://www.wallace.edu/about/bid-solicitation/ and shall become an Addendum to this bid. No information, instruction, or advice provided orally or informally by any College personnel, whether made in response to a question or otherwise in connection with the bid, should be considered authoritative or binding. Vendors should rely only on the written material contained in an Addendum to this bid.

J. <u>BID SUBMITTAL</u>

Vendors shall bear the risk for late submission due to unintended or unanticipated delay or technical issue. It is the Vendor's sole responsibility to ensure its proposal has been received by the College by the specified date and time of opening. Any bid received or attempted to be submitted after the deadline will be rejected.

All bids should be submitted in a sealed envelope with the bid number, bid name, and opening date clearly marked on the outside of the envelope. Bids can be submitted by mail or in person at Wallace Community College – Dothan, Business Office, 1141 Wallace Drive, Dothan, AL 36303.

Critical updates may be included in the Addenda to this bid. It is important that all participating Vendors periodically check the College's Bid Solicitation webpage https://www.wallace.edu/about/bid-solicitation/ for any Addenda that may be issued prior to the proposal due date. All Vendors shall be deemed to have read and understood all information in this bid and all Addenda thereto. Bid submissions shall be in accordance with the terms and conditions herein and any addenda issued hereafter.

K. <u>BID SCHEDULE</u>

The table below is the intended schedule related to this bid, which the College will make every effort to adhere to.

| Event | Responsibility | Day, Date, and Time |
|-------------------------------|----------------|--|
| Issue Bid/RFP | The College | Wednesday, July 9, 2025 |
| Submit Written Questions | Vendor | Wednesday, July 30, 2025 by 12:00 PM CST |
| Response to Written Questions | The College | Wednesday, August 6, 2025 |
| Submit Bid/Proposal | Vendor | Tuesday, August 12, 2025 by 2:00 PM CST |
| Bid Award | The College | TBD |

L. <u>BID SUBMITTAL CONTENTS</u>

Below are the requirements necessary for a complete bid packet. These requirements include any authorized signatures, where requested. Vendor submissions should include the following items and should be arranged in the following order.

- 1. Bid Agreement: The Bid Agreement must include all pages of this bid document.
- 2. Vendor Contact Form: Include company name, physical address, mailing address, company phone number, the authorized representative's name, title, direct phone number, and email address.
- 3. Disclosure Statement: Completed, signed, and notarized.
- 4. Beason-Hammon: Completed, signed, and witnessed.
- 5. W9 Tax Form: Completed and signed.
- 6. E-Verify MOU: Include a copy of your E-Verify Memorandum of Understanding (MOU).

ACKNOWLEDGMENT/CERTIFICATION

By executing this bid, the undersigned certifies to all of the following and acknowledges the contract may be declared void if it is discovered these certifications are false:

- 1. In compliance with Alabama Code 41-16-5, 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.
- 2. As required by Alabama Code 41-4-142, the undersigned certifies to the best of the vendor's knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.
- 3. As required by Alabama Code 41-4-142, the undersigned certifies that it, its contractors, or affiliates are appropriately registered to collect and remit sales and use tax, or simplified sales and use tax and lease tax.
- 4. As required by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535), the undersigned vendor certifies that it, and each of its sub-contractors for any contract awarded as a result of this bid/proposal, complies with the requirements of Act 2011-535, including the requirement for each employer in Alabama to verify the work authorization of its employees through the federal E-Verify system.
- 5. I affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid, at a fixed price, or to refrain from bidding or otherwise.

| Firm: | _ Signature: |
|----------|---|
| Date: | Print Name: |
| Terms: | _ Title: |
| Address: | - Sworn to and subscribed before me this |
| | day of 20 |
| Phone: | |
| Email: | My Commission Expires: / / |



VENDOR CONTACT FORM

| COMPANY INFORMATION |
|---|
| Company Name: |
| Physical Address: |
| Mailing Address: |
| Company Phone Number: |
| AUTHORIZED REPRESENTATIVE'S INFORMATION |
| Authorized Representative's Name: |
| Title: |

Direct Phone Number: _____

State of _____ County of

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

| RE Contract/Grant/Incentive (<i>describe by number or subject</i>): | by and |
|--|---|
| between | (Contractor/Grantee) |
| and | (State Agency or Department or other Public |
| Entity) | |

The undersigned hereby certifies to the State of Alabama as follows:

- ______with the Contractor/Grantee named above, is 1. The undersigned holds the position of _ authorized to provide the representations that are set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
- 2. Applying the following definitions from the Section 3 of the Act, the Contractor/Grantee business structure is as indicated by mv initials.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, a. limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar b. form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the a. Act.
- ____b. The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
- 3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien, as that term is defined in Section 3 of the Act, within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

[Alien is any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.}

{Unauthorized Alien is an alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

4. Contractor/Grantee is enrolled in E-Verify unless *(initial the following selections which apply):*

(a) it is not eligible to enroll because of the rules of that program or other factors beyond its control.

(b) it is excused from the requirement of enrollment in E-Verify because it does not have an employee in the State of Alabama.

Certified this day of 20 .

Name of Contractor/Grantee/Recipient

Bid # 1640 | Temporary Personnel Services

Its

11 By:_____ 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 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. <u>By</u> <u>submitting this bid, the bidder is hereby certifying that they are in full compliance</u> <u>with Act No. 2006-557.</u> 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.

| Company Name _ | |
|----------------|------|
| Signature | Date |