

Date: December 3, 2024

To: Prospective proposal vendors

Re: RFP 02-2025 Training Aircraft

Sealed requests for proposals will be received in the college Business Office located on the 10th floor of the Bailey Center, until 1:00 pm CST, January 3, 2025. Sealed RFPs 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 mail by carriers is not guaranteed by 1:00pm.

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 RFP and must be signed by the vendor. No prices shall include State or Federal Excise Taxes. No errors will be corrected after the RFP's are opened. All submissions must be legible, pencil not acceptable. FAX RFPs are not allowed. All vendors must use our form and show on the envelope THIS IS A SEALED RFP. The original RFP must be submitted. You may keep a copy for your files.

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

Mary Helen Ingram Chief Financial Officer

Mary Helen chyan

Wallace State Community College requests your proposal price for the following items. Completion and submittal of this request for proposal 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 RFP opening.

General Terms and Conditions:

- All responses become a matter of public record at award. The College accepts no responsibility for maintaining confidentiality of any information submitted with a response whether labeled confidential or not.
- 2. Wallace State Community College reserves the right to reject any or all responses and to waive informalities in the best interest of the College. Wallace State Community College reserves the right to not make any awards and re-issue this RFP at any time if it serves the College's best interest.
- 3. The successful proposer 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.
- 4. The successful proposer shall be required to complete a State of Alabama Disclosure Statement. Alabama Act# 2001-955 requires the disclosure statement to be completed and filed with all proposals, responses, contracts, or grant proposals to the State of Alabama in excess of \$5,000.
- 5. All selected vendors are required to complete the Alabama Immigration Law Compliance documents and IRS Form W-9.
- 6. Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your response. To enroll in the E-verify program visit https://www.e-verify.gov/myeverify.
- 7. Wallace State Community College reserves the right, for its convenience and without cause or penalty, to terminate any contract for services at any time with 30 days written notice. This provision may not be changed by subsequent contract.
- 8. Notwithstanding any other provision in this RFP, the proposing vendors 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.
- 9. RFP prices are not to include tax. Tax exemption certificate furnished upon request.
- 10. All RFP must be notarized.
- 11. RFP prices are to remain in effect from award date January 3, 2025 until January 2, 2026. The contract is for one year.
- 12. Any contract resulting from an award in connection with this RFP shall include the following terms:
 - a. This agreement shall be governed 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 the State of Alabama.

- b. It is further agreed 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 Number 26.
- c. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void.
- d. Contractor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.
- e. By signing this agreement, the parties affirm, for the duration of this 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. 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 there from.
- f. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.
- g. In compliance with Act 2016-272, the parties hereby certifies that they 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.
- h. This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.
- i. The Contractor shall provide all materials, supplies, workspace, personnel, and equipment that it deems necessary to perform the services provided for herein.
- j. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Used Training Aircraft:

Prefer the following features:

- 2000-year model and up
- Technologically Advanced Aircraft
- 4 Seats
- Garmin G1000 WAAS
- 2 Axis Autopilot
- Interior and Exterior Good Condition

| Description | Price |
|--------------------------------|------------|
| One (1) Used Training Aircraft | |
| Shipping & Handling | (Included) |

- 1. The award of this proposal will be based on not only price, but the condition of the plane. If requested, the College should be allowed to inspect the plane.
- 2. After proposals are submitted, if not included with the proposal, the College may request a listing of features from each vendor for the plane submitted.

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

Notary Signature

For report purpose only: Please check if minority owned business

Mailing Address: Physical Address: Mary Helen Ingram, CFO Mary Helen Ingram, CFO Wallace State Community College Wallace State Community College PO Box 2000 801 Main Street NW Hanceville, AL 35077 Hanceville, AL 35077 Mark the outside of the envelope as follows: RFP # 02-2025 Used Training Aircraft Due Date: January 3, 2025 Time: 1:00 pm RFPs 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. **Vendor Certification:** With my signature I hereby affirm that I have complied with the proposal procedures as described in this RFP announcement an also affirm that I have not been in collusion with any other vendor or prospective vendor to restrain or otherwise avoid the competitive process. Authorized Signature of Vendor Company Name Typed Name and Title of Vendor 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