



H. Councill Trenholm State Community College
1225 Air Base Blvd. | Post Office 10048
Montgomery, Al. 36108
(334) 420-4200

Bid Invitation #850
Diagnostic Ultrasound System

H. Councill Trenholm State Community College (TSCC) will receive sealed bids in its Business Office until **2:00 p.m. May 13, 2026**, for the items described in the bid invitation. Bids will be publicly opened and evaluated for the best value proposal as soon thereafter as practical. All bids received by TSCC are subject to approval of purchase by the Alabama Community College Board of Trustees.

Submit bid proposal to:

Trenholm State Community College
President's Office
Attn: Shearese Grant
Post Office Box 10048
Montgomery, Al. 36108

Page	Contents
1	Bid Invitation
2	General Conditions and Instructions to Bidders
6	Bid Certificate
7	Non-Resident Vendor Information
8	Certification of Tax Status
9	Bid Quote Form
	Affidavit of Alabama Immigration Law Compliance Form
	Bid Specifications
	W-9 Form
	Disclosure Statement

All signed and notarized certificates and completed and signed forms and statements must be returned with bid. Alabama Law (Act 2001-955) requires us to have on file a Disclosure Statement from vendors for bids and contracts in excess of \$5,000 during a year.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

In accordance with Act No. 2001-637, when state funds are used to fund a contract, preference must be given to resident contractors. Resident contractors must be granted preference to nonresidents in awarding contracts in the same manner as the states of nonresident contractors.

1. **ALL BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE ON THE OUTSIDE OF THE ENVELOPE.** All forms should be completed and included in the sealed envelope. We will not accept proposals that are faxed or emailed. **Mark your bid to the attention of the President's Office, Shearese Grant.**
2. Only written modifications to proposals will be accepted.
3. Late bids will not be considered. Trenholm State is not responsible for timely U.S. or private courier mail delivery. The bidder is responsible for allowing adequate mailing time, including time for interoffice mail delivery, or for taking appropriate alternate steps to ensure their bid is delivered by the specified due date and time.
4. All bid prices are to be quoted F.O.B. Trenholm State Community College (TSCC). It should be noted that TSCC does not have a loading dock, and items too heavy or bulky to be handled by one person manually should be placed on a truck with a lift gate. This cost must be included in the bid.
5. All items are to be new (*unless otherwise stated in the bid specifications*) and free from defects in material and workmanship. If items are defective or damaged or do not meet the specifications, they are to be replaced immediately by the vendor at no additional cost to Trenholm State Community College.
6. References in the specifications to name brands are for identification only and are not intended to eliminate or discourage the offering of substitute items that equal the specifications. Trenholm State Community College reserves the right to modify, correct or clarify specifications during the bid process.
7. Quantities listed are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased for the bid. The College reserves the right to increase or decrease all estimated quantities during the contract term or to delete any item or items as it deems appropriate without affecting the bid pricing or the terms and conditions of the bid.
8. No payments on partial shipments will be made until all items have been received in good condition.
9. Any and all damages caused to Trenholm State Community College (TSCC) by the successful bidder will be repaired promptly at no cost to TSCC.
10. If quotations are offered on substitute items, the bidder must include catalogs/brochures with complete descriptions and manufacturers' specifications. All substitute items must be clearly identified.
11. Guarantees/Warranties are to be furnished by the vendor as provided by the manufacturer.
12. All warranties must be clearly identified.
13. Trenholm State Community College is a State-sponsored educational non-profit organization and, as such, is tax-exempt. Bid prices are not to include tax. Tax exemption certificates furnished upon request.
14. The 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. The successful bidder must comply with Alabama Act 2011-535 and agrees to submit a notarized Affidavit of Alabama Immigration law Compliance as well as an E-Verify Memorandum of Understanding (E-Verify can be found at www.uscis.gov). By signing this contract, the contracting 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 therefrom.

15. The responsibility of determining the acceptability of any products offered rests solely with Trenholm State Community College.
16. The successful bidder will be required to submit a copy of general liability (umbrella) insurance. The copy must show amount limits for automobile, workers' compensation, etc. (applicable for the delivery of materials, supplies, etc.).
17. The 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.
18. The 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.
19. 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.
20. All bids must be notarized.
21. Trenholm State Community College may cancel any agreement resulting from the bid solicitation at any time with 30 days notice.
22. Payment shall be contingent upon Trenholm State Community College's inspection of and satisfaction with completed work or materials.
23. Trenholm State Community College reserves the right to purchase according to availability of funds.
24. Trenholm State Community College will not accept prepay terms for the items and services in this bid.
25. The vendor must comply with all federal, state, and city laws regarding license fees and agreements.
26. The vendor must submit a completed and signed Disclosure Statement and W-9 Form, included in the packet, with Bid.
27. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of thirty (30) days. The bid award prices should remain in effect for 12 months from the date the bids are opened and read.
28. If bids on multiple items are sought, bidders may submit proposals on any one or all items listed. However, Trenholm State Community College (TSCC) reserves the right to select and purchase individual items in product groups or all or none, whichever appears to be in the College's best interest. This bid does not obligate TSCC to purchase any item listed or for which a bid was submitted.
29. Trenholm State Community College (TSCC) reserves the right to accept or reject any bid or part thereof and waive informalities that may be deemed in the best interest of TSCC.
30. This proposal is to be made without connection with 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.
31. The terms and conditions outlined in this bid shall be incorporated into the contract when awarded to the vendor. However, the College reserves the right to negotiate with a successful vendor provisions in addition to those

contained in this request. The request for bid, as revised and/or supplemented, and the successful vendor's response will be incorporated and become part of the agreement. The College reserves the right to require a change in vendor representative if the assigned representative is not meeting the needs of the College.

32. If a company is awarded a bid with Trenholm State Community College and the company cannot honor the terms of the bid, the company may be excluded from consideration in future bid awards. Proper documentation will be requested if a company cannot honor its bid, and the next lowest responsible vendor will be awarded the bid for the remaining duration of the bid.
33. Unless otherwise stated, bidders shall be deemed to have read and agree to all items in this bid. Bidders should take exception to items to which they disagree.

Any agreement resulting from the bid solicitation shall include the following provisions:

1. 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.
2. 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.
3. The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Trenholm 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 Trenholm State Community College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court which are situated in and/or covering Montgomery County, Alabama.
4. 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.
5. 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.
6. As an entity of the State of Alabama, the parties recognize and agree that Trenholm State Community College cannot and will not agree to indemnify any party to a contract resulting from this bid.
7. 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.
8. 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.
9. 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.
10. By signing this contract, the contracting 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 therefrom.
11. 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.
12. 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.

BID CERTIFICATE

I hereby affirm I have not been in any agreement or collusion among bidders or in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Firm or Company Name

Address

City, State and Zip Code

Telephone Number

Signatures of Company Representative

BID CERTIFICATE MUST BE NOTARIZED

Sworn and subscribed before me this the ____ day of _____, 20_____.

Notary Public

Date my commission expires.

Nonresident Bidder Information

Act Number 2001-637 of the 2001 Alabama Legislature, which became effective on May 21, 2001, and is codified as Code of Alabama, Section 39-3-5, provides as follows:

Section 1: 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 a federal agency, preferences shall be given to resident contractors, and a non-resident 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 contract 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.

Section 2: A summary of this law shall be made a part of the advertised specifications of all projects affected by this law.

CERTIFICATION PURSUANT TO ACT NUM. 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, 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. 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.

Firm or Company Name

Address

City, State and Zip Code

Telephone Number

Signatures of Company Representative

CERTIFICATE MUST BE NOTARIZED

Sworn and subscribed before me this the _____ day of _____, 20_____.

Notary Public

Date my commission expires.

Trenholm State Community College

BID QUOTE FORM

All pages must be submitted by the bid opening date and time to the President's Office, Attn: Shearese Grant, PO Box 10048, 1225 Air Base Blvd., Montgomery, AL 36108

Item/Description	Minimum Qty.	<i>Unit Price</i>	<i>Total Bid Price</i>
Diagnostic Ultrasound Systems	2		
Total			

Submitted by:	
Vendor Name:	
Phone Number:	
Email:	

AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (9a) and (b), this Affidavit of Alabama Immigration Law Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for the award of any contract by Trenholm State Community College to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from Trenholm State Community College. Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Law Compliance obligations.

State of Alabama:

County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor of Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Law Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and have affixed below said Contractor or Grantee's E-Verify Employment Eligibility Verification User Identification Number confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

E-Verify Employment Eligibility Verification User Identification Number

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2 _____.
I certify that the affiant, if known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

TO BE RETURNED TO TRENHOLM STATE COMMUNITY COLLEGE

Trenholm State Community College

BID SPECIFICATIONS

Diagnostic Ultrasound Systems

1. **Product Specifications:**

2 Ultrasound systems to include:

Power Cord, Accessory Kit, Probe Holder Assembly, & Endocavity Probe Holder Assembly, Towelette Holder, Accessory Baskets, CW Module, Pen probe port & cable, Built-in Wireless Adapter, Battery module(2h), Gel Warmer, ECG Module, 6Pin 3-Lead ECG, Cable, DVD Assembly, DVD module, Network Accessories Package, 4D and TEE Module, Application Packages (Abdomen, Obstetrics, Gynecology, Cardiology, Small Parts, Urology, Vascular, Pediatrics, Nerve , Emergency & Critical Care, Pelvic Floor), DICOM Basic, DICOM Worklist, DICOM MPPS, DICOM Query/Retrieve, DICOM OB/GYN SR, DICOM Vascular SR, DICOM Cardiac SR, DICOM Breast SR, DICOM Abdomen SR, DICOM Small Parts SR, Dicom Pediatric SR, Dicom Urology SR, Glazing Flow, iClear+, iWorks, TDI, iScape, V-Mapping, iNeedle, 3D-Print, Clam AV, HD scope and sound speed compensation technologies.

Compatible Transducers to include 2 of each: SC5-1Ns Convex array transducer, V11-3Hs Endocavity convex array transducer, L9-3s, Linear array transducer.

White Glove Delivery for Ultrasound Machines.