

RFB 24-1894CC/CV Welding System
Issued: March 26, 2024
Due on or Before: April 9, 2024 2:30 PM (CT)

GADSDEN STATE
COMMUNITY COLLEGE

Purchasing Department
P. O. Box 227 Gadsden, Alabama 35902-0227 · www.gadsdenstate.edu

Purpose

Gadsden State Community College (College) is soliciting Request for Bid (RFB) from qualified vendors to deliver a Miller XMT 350 CC/CV, 74 Series, Mig Runner Package Systems with 350 AMP Power Source

Bidders may offer compatible equipment where brand and/or part or item numbers are provided. The Miller XMT 350 CC/CV Package Systems include:

Miller XMT 350 CC/CV

Miller 74 MPA Plus Feeder single wire feeder with Bernard BTB gun 400 amp, Part# 951291001

Miller MIGRunner Cart Part #195445

Miller Bernard BTB 300 Gun

Miller 6ft 2/0 wire feeder to power source weld cable

Miller 10 ft. 2/0 work cable with clamp

Miller .035-.045 reversible dual V drive rolls

Miller Regulator/flowmeter

Miller 3ft gas hose

1. *Bid Form*
2. Notarized *State of Alabama Disclosure Statement*
3. Notarized *Beason-Hammon Act* form
4. Electronically signed *Verify MOU*
5. Descriptive literature detailing each equivalent item offered. If equivalents are not offered, descriptive literature is not required.

Bid Evaluation and Award

Alternate Bid Responses

The College will not accept and evaluate alternate bid submittals to the RFB

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 204(A)(11), the College is exempt from paying sales tax. Prices are not to include sales tax. An exemption letter will be furnished upon request.

Inspection

It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set of materials, supplies and/or equipment.

Acceptance

The responsibility of determining the acceptability of any products offered rests solely with the College.

Intent to Award

Gadsden State will issue an "Intent to Award" before a final award is made. The "Intent to Award" will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code, Chapter 354-6-.01. All protest communications filed via email must be sent to: FiscalServices@accs.edu

Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice if received at the place designated for receipt of bids, prior to the bid due date and time.

Late Bids, and Late Withdrawals

Any bid submission or withdrawal received after the specified due date and time at the place designated for receipt of bids will be considered late.

Responsibility and Responsiveness

Bids will only be considered by a bidder who has submitted a bid which confirms in all material aspects to the Request for Bid.

Bidder Responsibilities

The bidder agrees to indemnify, defend, save the College, the Alabama Community College System and its Board of Trustees (hereinafter Releasees) harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicted upon loss of or damage to property or injuries to or the death of any and all person whatsoever, in any manner, caused or contributed to by the bidder, its agents, servants, or employees, or about College premises, or while going to or departing from same, and to save the Releasees harmless from and account of damages of any kind which the Releasees may suffer as the result of the acts of any of the bidder's agents, servants or employees in or about the performance of any contract between the bidder and the College.

The bidder shall indemnify, defend and hold the Releasees harmless for any liability incurred by the Releasees because of non-payment, for any reason, of any debt or obligation for which the bidder has agreed to bear responsibility for payment, including the Releasees attorney's fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by the College, including interest.

Any defective work or materials, non-conformance to bid requirements, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful bidder at no additional charge.

Unless specifically called for in the RFI, products for purchase must be new, never previously used, the current model and carry the manufacturers' standard warranty. Remanufactured, demonstrator, used or irregular items will not be considered.

College Rights

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.

College reserves the right to purchase according to availability of funds.

Certification Pursuant to Act No. 2006557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sale for delivery into Alabama or lease for use in Alabama are registered, collecting, and remitting Alabama State and local sales and use tax, or simplified seller use tax, and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Debarment and Suspension

Per eCFR §200.214 Suspension and debarment. Federal entities are subject to procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. The regulations in 2 CFR Part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. By submitting this bid, the bidder is hereby certifying that they are in full compliance with CFR 200.214.

Debarment and Suspension Certification:

- a. The vendor certifies to the best of their knowledge and belief, they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;
- b. That the vendor has not within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. The vendor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local); and
- d. The vendor has not within a three year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Federal Contracting Provisions

By submitting this bid, the bidder agrees to comply with all the provisions required for federal contracting and agrees to provide the College with appropriate documentation. These provisions, include, but are not limited to, the Davis Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, and Clean Air Act. Furthermore, the bidder acknowledges that any resulting contract may address breach of contract, termination for cause and the Equal Employment Opportunity clause provided in CFR 611.4(b).

Additional Terms and Conditions

The following provisions shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties: This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice of laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would use the application of the laws of any jurisdiction other than those of the State of Alabama. 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. 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. Contracting party/bidder understands, acknowledges, and agrees that the 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. By signing this contract, the contracting parties affirm, for the duration of this agreement, 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. 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. 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. 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. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. In compliance with Act 2026, 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. It is understood that there is no entitlement to any state merit system benefits to anyone working under this agreement.

State of Alabama
Disclosure Statement
(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Gadsden State Community College

ADDRESS

1001 George Wallace Drive

CITY, STATE, ZIP

TELEPHONE NUMBER

Gadsden, AL 35901

(256) 549-8244

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Notary Seal and Expiration Date

Act 2001-995 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.

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

RE: Gadsden State RFB 24-894 CC/CV Welding System

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name), who being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state

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