

RFB 24-1895 Welding Simulator System  
Issued: April 16, 2024  
Due on or Before: April 30, 2024, 1:00 PM(CT)

**GADSDEN STATE**  
**COMMUNITY COLLEGE**

Purchasing Department  
P. O. Box 227 Gadsden, Alabama 35902-0227 · [www.gadsdenstate.edu](http://www.gadsdenstate.edu)

**Purpose**

Gadsden State Community College (College) is soliciting a Request for Bid (RFB) from qualified vendors to deliver a Miller Electric Augmented Arc Reality Welding System, #951823. Bidders may offer compatible equipment where brand and/or part numbers are provided.

**Specifications**

The system must meet the following specifications and features.

- f* Processes: MIG (GMAW), Flux cored (FCAW), Stick (SMAW), TIG (GTAW)
- f*

work stand

f Miller Foot Pedal Kit (#28603): Includes TIG foot pedal, connection cable and adapter cable.

#### Requests for Clarification

Bidders desiring further information or interpretation of bid requirements must make requests in writing to Kim Carter, Director of Purchasing, 1001 George Wallace Drive, Gadsden, AL 35903 or by email to [purchasing@gadsdenstate.edu](mailto:purchasing@gadsdenstate.edu), at least seven (7) days prior to proposal submission deadline.

Answers to such requests will be posted at <https://www.gadsdenstate.edu/procurement-data.cms>

#### Bid Submission

An original hard copy of the bid must be mailed or hand delivered in a sealed envelope, marked with the bid name and number listed on the outside envelope to the address provided herein. Bids submitted after the date and time will not be considered.

Include in your sealed bid envelope:

1. *Bid Form*
2. Notarized

Gadsden AL 35903

Bids may be hand delivered to:  
Gadsden State Community College  
1001 Korner Street  
Joe Ford Center, Suite 113  
Gadsden AL 35903

Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the bid number indicated on the envelope.

#### Form of Bid

All bids must be sealed when received. Electronic bids will not be considered.

#### Alternate Bid Responses

The College will not accept and evaluate alternate bid submittals ~~RFB~~

#### Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title ~~2304~~ 2304(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 ~~sep~~ of materials, supplies and/or equipment.

#### Acceptance

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

#### Pre-Bid Conference

A pre-bid conference will not be required/held.

#### 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 ~~3554-6~~ 3554-6-.01. All protest communications filed via email must be sent to: [FiscalServices@accs.edu](mailto: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 RFB.

#### 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, on 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 the 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.p15.26-2(



### 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 provide 41 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 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. 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 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.

**Bid Form**  
RFB 24-1895 Welding Simulator System

Line	Description	Quantity	Equivalent Offered Yes or No must be checked	Price
01	Miller Electric AugmentedArc Reality Welding System, #95182	3	<input type="checkbox"/> Yes <input type="checkbox"/> No	
02	Miller Heavy Duty Transportation Case, #951775	3	<input type="checkbox"/> Yes <input type="checkbox"/> No	
03	Miller TIG Foot Pedal Kit, #28603	3	<input type="checkbox"/> Yes <input type="checkbox"/> No	
04	Delivery Charges			
05	Other Charges: _____			
	TOTAL BID			

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature and Title of Authorized Officer/Agent \_\_\_\_\_

Typed or Printed Name of Above: \_\_\_\_\_

Notary's Signature \_\_\_\_\_

State of Alabama

**Disclosure Statement**

(Required by Act 2001-955)

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ENTITY COMPLETING FORM

Agreement Number

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ADDRESS

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CITY, STATE, ZIP

TELEPHONE NUMBER

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

**Gadsden State Community College**

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ADDRESS

**1001 George Wallace Drive**

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CITY, STATE, ZIP

TELEPHONE NUMBER

**Gadsden, AL 35903**

**(256)**

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.)

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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.)

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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, RFB, or grant proposal. (Attach additional sheets if necessary.)

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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, RFB, or grant proposal. (Attach additional sheets if necessary.)

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

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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.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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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 24895 Welding Simulator System**

State of \_\_\_\_\_

County of \_\_\_\_\_

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