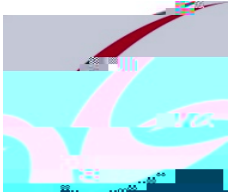


RFB 24-1890 CC/CV Welding System  
Issued: February 29, 2024  
Due on or Before: March 21, 2024, 1:30 PM (CT)

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**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 Request for Bid (RFB) from qualified vendors to deliver a Miller XMT 350 CC/CV, 20 Series, Mig Runner Package Systems with 350 MPa Power. Source NOTE: Bidders may offer compatible equipment where brand and/or part numbers are provided.

#### Specifications

The Miller XMT 350 CC/CV, 20 Series, Mig Runner Package System with 350 MPa Power Source must include:

- f Miller XMT 350 CC/CV
- f Miller 20 Series wire feeder
- f Miller MIGRunner Cart Part #195445
- f Miller Bernard BTB 300 Gun
- f Miller 6ft 2/0 wire feeder to power source weld cable
- f Miller 10 ft 2/0 work cable with clamp
- f Miller .035-.045 reversible dual V drive rolls
- f Miller Regulator/flowmeter
- f Miller 3ft gas hose

Bidders may offer compatible equipment where brand and/or part numbers are provided.

#### 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/opening-data.cms>

#### Bid Submission

An original hard copy of the bid must be mailed or 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 *State of Alabama Disclosure Statement*
3. Notarized *Beason-Hammon Act* form
4. Electronically signed *Verify MOU*
5. Descriptive literature detailing item(s) offered

#### Bid Evaluation and Award

An award will be made all or none to a sole responsible bidder whose bid is the lowest and meets the requirements set forth in the RFB. The lowest bidder will be the bidder offering the lowest total price.

#### Product Acceptability

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

Include literature (specification information) detailing each item offered. Any item bid which lacks sufficient descriptive literature or technical information to enable complete comparative analysis, may be disqualified.

#### Contract Period

The College intends to award a contract to a sole bidder for a 12-month contract with the option to automatically renew for a second and third 12-month period. Price adjustments may be considered during any contract renewal period.

#### Delivery

Bids delivered by the U. S. Postal Service must be addressed to:  
Gadsden State Community College  
ATTN: Purchasing Department  
P. O. Box 227  
Gadsden AL 35902-0227

Bids delivered by special courier service (FedEx, UPS) must be addressed to:  
Gadsden State Community College  
ATTN: Purchasing  
1001 George Wallace Drive  
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 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 up 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 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 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, while in, 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.

Any defective work or materials, non-

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.



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.

**Bid Form**  
RFB 24-1890 CC/CV Welding System

Company Name/Bidder: \_\_\_\_\_

Line	Description	Quantity	Equivalent Offered	Price
01	Miller XMT 350 CC/CV, 20 Series MIG Runner Package with 350 MPa Power Source	12	<input type="checkbox"/> Yes <input type="checkbox"/> No	
02	Miller 20' Welding Cable 1/0	12	<input type="checkbox"/> Yes <input type="checkbox"/> No	
03	Miller 250 Amp Electrode Holder	12	<input type="checkbox"/> Yes <input type="checkbox"/> No	
04	Miller Dinse Style Connector	12	<input type="checkbox"/> Yes <input type="checkbox"/> No	
05	Delivery Charges			
06	Other Charges: _____			
	<b>TOTAL BID</b>			

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

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

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

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

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

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Notary Seal and Expiration Date \_\_\_\_\_

I acknowledge receipt of the Request for Bid (RFB) and all amendments (new rounds). I have read the RFB and agree to furnish each item offered at the price/discount quoted. I will comply with all terms and conditions contained within this RFB. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the contracting state agency may declare the contract void if this certification is false.

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 35901**

**(256) 549-8244**

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This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal



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:



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 241 890 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 business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_.