Bid 24-1886 Class 8 Heavy Duty Sleeper Truck and Trailer - Preowned
Issued: October 17, 2023

Due on or Before: November 7, 2023, 1:00 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 bids from qualified vendors to supply two Class 8 Heavy Duty Sleeper Truck and one trailer – Preowned.

Truck Specifications

Year:	2019 or newer
Make:	Volvo, Peterbuilt, Kenworth, International, Mack, or Freightliner
Color:	Red preferred or White
Engine:	Cummins (preferred) but open
Transmission:	Automatic
Wheel Base:	214 or greater
Sleeper:	Integrated 72 inch or greater with bench installed
Jake Brake:	Yes
Suspension:	Air Ride
Fuel Tank:	100 Gallons or greater
Mileage:	500,000 miles or less
Tires:	Road Worthy
Cab Type:	Sleeper

Trailer Specifications
53 x 102 Dry Van
Air Ride Suspension
Suitable for a wrap
Road Worthy Tires

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, at least seven (7) calendar days prior to proposal submission deadline. Answers to such requests will be posted at https://www.gadsdenstate.edu/operating-financial-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 due 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 *E-Verify MOU*
5. Descriptive literature detailing each equivalent item offered. The bid line item from the *Bid Form* must be written on the literature. **Do not provide this information if you are offering the exact item(s) listed on the B*id Form.***

Bid Evaluation and Award
An award will be made to one or more lowest responsible and responsive bidder(s) whose bid meets the requirements set forth in the Invitation to Bid. The lowest bidder will be the bidder(s) offering the lowest total price and the shortest expected delivery date.

Product Acceptability
Unless specifically called for in the Invitation to Bid, 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.

When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified. If substitutes are offered, enter the brand name and model number on the *or equivalent* line on the *Bid Form.* Include literature (specification information) detailing each equivalent item. The bid line item must be written on the literature. If descriptive literature and the bid line item are not included that line item will not be considered. Any item bid as an equivalent which lacks sufficient descriptive literature or technical information to enable complete comparative analysis, may be disqualified. **If an equivalent is not offered do not enter any information on the *or equivalent* line on the *Bid Form*.**

Contract Period
The contract period shall be one year.

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 Invitation to Bid.

Sales Tax Exemption
Pursuant to the Code of Alabama, 1975, Title 40-23-4(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.

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 355-4-6-.01. All protest communications filed via email must be sent to: purchasing@gadsdenstate.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 Invitation to 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 on 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 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 Invitation to Bid, all 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.

College may cancel any contract resulting from an award of this Invitation to Bid at any time with 15 days' written notice of termination.

Payment shall be contingent upon the College's inspection of and satisfaction with materials received.

Insurance
The bidder shall purchase and maintain such insurance as will provide protection from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, policies, and from claims for injury to, loss, or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from bidders operations under the scope of work, whether such operations be by offer anyone directly or indirectly employed by offer for whose acts offer may be legally liable. This insurance shall include the types and specific coverage(s) and be written for not less than any limits of liability required by law. Insurance must include, but is not limited to, coverage for commercial general liability, commercial automobile liability, worker's compensation, and employer's liability coverage. The Releasees shall be named as an additional insured on all policies. Before an award is made, the successful bidder must provide a copy of its Certificate of Insurance.

Licenses and Permits
The bidder must obtain and maintain, any and all necessary licenses and permits, and comply with all applicable Federal, State, and Local laws in conjunction with the performance of the scope of work. The College may request valid copies of necessary licenses and permits.

State of Alabama Disclosure Statement
Section 41-16-82 of the Code of Alabama 1975 requires the Vendor Disclosure Statement to be completed and filed with all bids, bids, contracts, or grant bids to the State of Alabama in excess of $5,000. In circumstances where a contract is awarded by competitive bid, the Statement shall be required only from the person receiving the contract and shall be submitted with the offer.

Beason-Hammon Alabama Taxpayer and Citizen Protection Act
As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: "By signing this contract, the contracting parties affirm, for the duration of any 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 the agreement and shall be responsible for all damages resulting therefrom." Verification of enrollment in the E-Verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. E-Verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of the supplier's bid. To enroll in the E-Verify program visit https://www.e-verify.gov/.

Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, 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 and use tax, or simplified seller use tax, 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 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 e-CFR §200.214 Suspension and debarment. Non-Federal entities are subject to non-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 statues 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 under 41 CFR 61-1.4(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- 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 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 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. It is understood that there is no entitlement to any state merit system benefits to anyone working under this agreement.

Bid Form

Bid 24-1886 Class 8 Heavy Duty Sleeper Truck and Trailer - Preowned

Company Name/Bidder: _____

Line	Description	Quantity	Price	Year & Make	Mileage	Engine	Color
01	Heavy Duty Class 8 Sleeper Truck Or equivalent: _____	2					
02	53 x 102 Dry Van Trailer Or equivalent: _____	1					
02	Delivery Charges						
03	Other Charges: _____						

Estimated Delivery Date: _____

Company Name: _____

Street Address: _____

City, State: _____ Zip: _____

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 Invitation to Bid (ITB) and all amendments (new rounds). I have read the ITB and agree to furnish each item offered at the price/discount quoted. I will comply with all terms and conditions contained within this ITB. 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)

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) 549-8200

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 Bid 24-1886 Class 8 Heavy Duty Sleeper Truck and Trailer - Preowned

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 _____, 20_____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____ Signature and Seal of Notary Public

Author: Jean Brown
Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b);
Section 31-13-9 (h).
History: New Rule: Filed December 12, 2011, effective December 12, 2011