

**RFB 25-1915 Transportation**  
**Issued: March 11, 2025**  
**Due on or Before: March 25, 2025, 1:00 PM (CT)**

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**GADSDEN STATE  
COMMUNITY COLLEGE**

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

**Purpose Specifications**

Gadsden State Community College (College) is soliciting a Request for Bid (RFB) from qualified vendors to provide and deliver chartered transportation services for students, staff and other designated persons to and from points defined by Gadsden State for the purpose of athletic events, academic, and cultural field trips. In addition to transportation services, the vendor should have the capability to provide services for purchasing (without pre-payment by Gadsden State) event admission tickets, meals, and lodging for travelers. This proposal does not include shuttle services.

**Specifications**

Most transportation services will be for academic and cultural events that occur throughout the year such as trips to 4-year colleges and universities and other points of interest in and out of the state of Alabama. Gadsden State athletic teams may occasionally require transportation services in and out of the state of Alabama which may consist of basketball (women's and men's), baseball, tennis, and volleyball teams.

Gadsden State does not guarantee any number of trips.

Gadsden State shall not be held liable to the successful bidder due to changes in schedules. In addition, special needs for buses may occur periodically with very short notice. The successful bidder shall cooperate with Gadsden State and accommodate these needs to the best of their ability.

Passenger buses must have a seating capacity of 45 or more passengers.

Motorcoach bus must have a seating capacity of 50 or more passengers.

At all times during the term of the contract, all buses must have undergone safety and cleanliness inspections and shall remain State of Alabama Public Service Commission, the U.S. Department of Transportation compliant as well as all other required agency compliant always.

All back-up or replacement buses must meet the same criteria as originally required in this RFB.

Every vehicle shall be equipped with a stocked first aid kit, a fire extinguisher and three triangle reflectors.

Any accident resulting in injury to a passenger or damage to a vehicle will be immediately reported to the proper authorities. The College shall be notified in writing within 24 hours of any injury-related accident with a copy of the accident report attached.

Buses must accommodate passengers of sports teams and those with disabilities, and there must be adequate space for carry-ons, and storage for athletic equipment and personal luggage.

Buses must be equipped with operable air conditioning, heating, and restrooms.

The vendor shall be solely responsible for the maintenance of the buses.

The vendor shall guarantee all buses used in the execution of this bid are routinely inspected and properly maintained to ensure the safety of individuals being transported. All buses shall be properly inspected prior to delivery at designated pick-up points.

Vendor shall maintain current safety compliance reports.

As applicable, vendor must have a valid current U.S. Department of Transportation, and all other industry required operating licenses/certifications.

Vendor shall keep all buses clean and sanitary in compliance with public safety and health regulations.

The driver shall be responsible for keeping the buses clean and maintained while on trips.

All drivers shall be qualified, licensed and possess good driving records as verified by a license check, if appropriate. The vendor shall not employ drivers with a suspended or revoked license.

The vendor shall ensure that each driver is adequately trained before transporting passengers, and that drivers operate the buses in a careful and prudent manner, always exercising the highest degree of care and observing and complying with all rules of the road and traffic regulations.

The vendor must provide enough drivers as legally required to perform the work and duties set forth under this bid, all of whom shall be paid by, and shall remain the employees of the contracted operating bus carrier.

Vehicles must possess the applicable class of driving permit in each vehicle.

At the vendor's expense, drivers must have a cell phone with them throughout the duration of the trip to report any emergencies/mechanical difficulties and to allow that they may be reached at any time while at their destination.

The vendor shall provide on time service. The vendor shall insure that personnel and buses are present at the pick-up site at least thirty (30) minutes prior to the scheduled departure.

Gadsden State reserves the right to modify or cancel trips during inclement weather and shall notify the vendor of any such cancellations or modifications prior to the scheduled departure or pick-up time without penalty to Gadsden State.

The vendor shall immediately notify Gadsden State when buses will not be on time for a scheduled pick-up or departure. If necessary, the vendor shall provide replacement buses at no extra cost to Gadsden State. In the event of a late arrival due to the fault of the vendor, as determined by Gadsden State personnel, the vendor shall be liable for costs incurred by Gadsden State, to include, but not to be limited to, registration fees, attendance fees, lodging, meals, etc.

If it is determined that buses delivered fail to meet bid requirements, the vendor shall immediately provide replacement buses fully complying with the contractual requirement of the bid prior to the time of scheduled departure. This replacement shall be handled expeditiously to avoid any delay in the departure or pick-up

times. Continued, documented use of sub-standard buses or failure to meet departure times shall constitute a material breach of these bid terms and subject the contractor to possible cancellation of all outstanding schedules trips and termination of the bid contract.

Transportation, hotel accommodations, ticketing, meals and other services requested must be finalized within two (2) weeks of requests for services.

When the vendor arranges for services aside from transportation, the vendor must provide College personnel itineraries.

Once confirmed, hotel accommodations, ticketing, meals and other services cannot be changed without prior approval from college personnel.

Invoices should be provided within 5-10 business days after services have been rendered.

Audio/video equipment for passenger use must be functional.

Buses should provide onboard WI-FI.

The contractor agrees to secure and maintain appropriate insurance coverage as required by applicable law.

### **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) 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 delivered after the due date and time will not be considered.

Include in your sealed bid envelope:

1. Notarized *Bid Form*
2. Notarized *State of Alabama Disclosure Statement*
3. Notarized *Beason-Hammon Act* form
4. Electronically signed *E-Verify MOU*
5. Current State of Alabama Public Service Commission Common Carrier Certificate, and if applicable, current U S Department of Transportation Federal Motor Carrier Safety Administration Certificate

### **Bid Evaluation**

An award will be made all or none to the lowest responsible and responsive bidder whose bid meets the requirements set forth in the RFB. The lowest bidder will be the bidder offering the lowest total price. The college does not intend to make multiple awards.

### **Contract Period**

Establish a 12-month contract with the option to extend for a second and third 12-month period with the same terms and conditions. Price escalation due to increases in fuel cost may be allowable if mutually agreed on between the College and vendor.

**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.

**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 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.

**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 ten (10) 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: [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, 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 RFB, 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**

The 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.

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

The College may cancel any contract resulting from an award of this RFB 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 offeror anyone directly or indirectly employed by offeror for whose acts offeror 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 may be requested to 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.

### **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 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 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.

The 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 RFB, the bidder, affirms, 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.

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.

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 accordance with Alabama Act 2023-409, the contractor does hereby verify that, without violating controlling law or regulation, it does not and will not, during the term of the contract, engage in economic boycotts.





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 35903

(256) 549-8244

This form is provided with:

Contract

Proposal

Request for Proposal

(x) RFB

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.)

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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 25-1915 Transportation**

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