

RFP 24-1902 Moving Services

Issued: August 1, 2024

Due on or Before: August 15, 2024, 1:00 PM (CT)

Proposals will not be publicly opened



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 proposals from qualified firms to perform moving services in accordance with the Scope of Work specified in this Request for Proposals (RFP).

Background

The College offers an array of associate degree and certificate programs. Students may enroll in classes at any of the College's five locations in Northeast Alabama. For more information about the College visit www.gadsdenstate.edu.

Scope of Work/Performance

Moving services for office furniture, materials and equipment typically found in a higher education setting. Heavy equipment moving services are included in the scope of work. Moves may vary in scope, size and frequency. All labor, supervision, tools, equipment, transportation, permits, fees, taxes, incidentals and materials necessary to perform moves are to be included and provided by the Contractor. The Contractor must comply with all State laws and regulations during the term of the contract.

Locations

Moves may occur within College locations, room-to-room, building-to-building, campus-to-campus, or from a campus to a non-College site.

Campuses:

Cherokee: 801 Cedar Bluff Road, Centre AL

East Broad: 1001 Korner Street, Gadsden AL

Harry M Ayers: 1801 Coleman Road, Anniston AL

Wallace Drive: 1001 George Wallace Drive, Gadsden AL

Valley Street: 600 Valley Street, Gadsden AL

Furniture, materials and equipment, records

Furniture includes but is not limited to:

Standalone Office Furniture - Desks, chairs, bookcases, filing cabinets, etc.

Educational Furniture – Student desks, lecterns, tables, chairs, cabinets, sofas, lounge chairs, etc.

Modular Systems Furniture – Office furniture that typically requires assembly of partitions, desks, overhead bins, file cabinets, etc.

The Contractor will be required to assemble/disassemble, takedown/setup furniture if needed for transport/moving. However, the College reserves the right to utilize other contractors to perform such work

when purchasing new furniture, reconfiguring or refurbishing existing furniture. The College may also use its own employees for work with any College property.

Materials and Equipment

The College maintains various materials and equipment throughout its facilities. Items may vary from everyday common types to those specific to certain industries.

Records

College records may be those stored in designated recordkeeping facilities, or those maintained by specific departments. College resources are normally utilized for transporting records.

Hazardous Materials

The Contractor will not be required to handle, store or transport hazardous materials.

Special equipment

Equipment that requires special training and experience to connect/disconnect, move, transport or setup is exempt unless the Contractor can provide evidence of having significant experience and training and/or knowledge of moving such equipment prior to a move. Examples of such equipment are Computer Numerical Control (CNC) machines, automotive vehicle lifts, medical X-Ray equipment, etc. To preserve operational use, the College reserves the right to use vendors that specialize in servicing, supporting and moving this type of equipment. Some equipment may require licensing and/or permitting from appropriate regulatory agencies.

Warrantied furniture and equipment

Some existing furniture may be under warranty from the supplying vendor and may require disassembly and reassembly by a designated vendor only. Under these circumstances the College reserves to the right to use such vendors to preserve the terms of the warranty.

Protection of property

The Contractor will ensure College property is properly prepped and protected for safe moving. Finishes of furniture, millwork, flooring, walls, doors, ceilings, stairways and windows must retain their pre-move appearance and function.

Proper equipment and/or vehicles must be utilized for transport. The Contractor assumes all responsibility for damaged or lost property and must resolve any such issues within 30 days of discovery through replacement, repair or reimbursement. The Contractor must work with an appointed College representative in doing so.

Storage

Utilization of Contractor storage, including climate-controlled facilities, may be sought should the need arise. The Contractor's facilities will be bonded and insured, and College property must be inventoried and properly stored. High value items as determined by the College must have additional security measures in place.

Temporary overnight tractor trailer storage may also be utilized if during a move time or resource constraints do not permit unloading until the next workday. The trailer must be secured and staged in an area approved by a College representative.

Safety

The Contractor will perform all work in a safe manner, adhering to OSHA and DOT guidelines, with proper technique and equipment in order to preserve the safety of College students, employees, contractors and visitors. At no time will the Contractor perform any act that is unsafe.

The Contractor will also temporarily close off areas to pedestrian traffic to prevent potential injury to bystanders when large or heavy equipment is being moved or used. A College representative will work with the Contractor to prepare notification to the College if necessary.

Contractor employees will also wear uniforms with their company name while working on College sites.

Contractor vehicles must not park in fire lanes, on sidewalks, in landscaped areas or any area not intended for vehicles.

Utilization

The service will be utilized by the College on an as-needed basis only. Frequency of use, size and scope of moves may vary and is not guaranteed.

Communication and authorization

An appointed College representative will be the single contact point for the Contractor, of which requests, direction, coordination and authorization will be communicated through.

Significant, complex or large moves will require a pre-move site walkthrough by the Contractor to assess necessary labor, tools, vehicle and equipment needs.

Industrial powered trucks (forklifts)

Contractor employees are not allowed to operate College owned forklifts. The Contractor will be required to supply a forklift sufficient (at least 15,000 lbs.) to move heavy machinery. All Contractor forklift operators must be a certified operator (per OSHA requirements).

Contract Period

The College intends to award a contract to a sole offeror for one year with an option to extend for a second and third year with the same terms and conditions. The second- and third-year contracts, if agreed by both parties, would begin the day after the initial one-year contract period expires. Any price escalation resulting from an extension must be mutually agreed upon in writing by both the College and Contractor.

Requests for Clarification

Offerors desiring further information or interpretation of the scope of work or RFP 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>.

Proposal Submission

An original hard copy of the proposal plus one in USB format of the proposal must be mailed or hand-delivered in a sealed envelope, marked with the RFP name and number listed on the outside envelope to the address provided herein. Proposals submitted after the due date and time will not be considered.

Include in your proposal:

1. A brief description of your company and any parent company and its capacity to provide the services.

2. Locations of office(s) that would service this account.
3. Proposal Form
4. RFP Certification
5. Valid Alabama Motor Carriers Certificate
6. Valid Department of Transportation Certificate
7. Valid Business License
8. State of Alabama Disclosure Statement
9. Electronically **Signed** E-Verify MOU (www.e-verify.gov)

Evaluation

Responses will be reviewed for compliance with the requirements stated in the RFP. Proposals deemed non-responsive will be eliminated from further consideration. Gadsden State may contact the Offeror for clarification of the response. Other sources of information may be used to perform the evaluation.

Delivery

Proposals 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

Proposals delivered by **special courier service** (FedEx, UPS) must be addressed to:

Gadsden State Community College
ATTN: Purchasing
1001 George Wallace Drive
Gadsden AL 35903

Proposals may be **hand-delivered** to:

Gadsden State Community College
1001 Korner Street
Joe Ford Center, Suite 113
Gadsden AL 35903

Proposals delivered by the offeror, United States Postal Service, Federal Express, UPS, or other delivery service must have the RFP number indicated on the envelope.

Form of Proposal

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

Alternate Bid Responses

The College will not accept and evaluate alternate proposals to the RFP.

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 Offeror 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 or services offered rests solely with Gadsden State.

Pre-Bid Conference

A pre-bid conference may be conducted to explain the procurement requirements. If a pre-bid conference is to be held, Gadsden State will notify offerors via email of the pre-conference, date, time, and location.

Discussions

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award; but proposals may be accepted without such discussions.

Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by written notice if received at the place designated for receipt of proposals, prior to the proposal due date and time, or if discussions have begun, and prior to the date and time by which best and final offers must be submitted.

Late Proposals, Late Withdrawals, and Late Modifications

Any proposal withdrawal or modification received after the specified due date and time at the place designated for receipt of proposals will be considered late.

Responsibility and Responsiveness

Proposals will only be considered by an offeror who has submitted a proposal which conforms in all material aspects to the RFP.

Offeror Responsibilities

The Offeror will assume all liability for employees while working on Gadsden State campuses.

The Offeror will assume all liability for any injuries suffered by any person in connection with the Offeror's equipment and vehicles.

The Offeror will be responsible for the repair or replacement cost of any damage to Gadsden State property caused by the use, misuse, or negligence of the Offeror's employees.

The Offeror must report to the Chief of Police, in writing, within 72 hours the occurrence of damage to College property. Failure to report the damage within the specified time may be cause for termination of this contract.

All Offeror's employees working on this contract shall be bonded, or the Offeror accepts all responsibility.

The Offeror agrees to indemnify, defend, save the Gadsden State, 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 offeror, its agents, servants, or employees, while in, or about Gadsden State premises on which the work under this RFP is to be done, 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 offeror's agents, servants or employees in or about the performance of any contract between the Offeror and Gadsden State.

The Offeror 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 Offeror 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 Gadsden State, including interest.

The Offeror will be completely responsible for supervising and directing the work under this RFP.

The Offeror agrees that it is fully responsible for the acts and omissions of persons employed by the Offeror.

Offeror will be responsible for labor, equipment and supplies to provide services described herein.

Any defective work or materials, non-conformance to RFP requirements, damaged materials, or unsatisfactory installation shall be corrected to Gadsden State's satisfaction by the successful offeror at no additional charge. Unless specifically called for in the RFP, 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

Gadsden State reserves the right to reject any or all proposals, or any part thereof, and to waive any technicality in the offering in the best interest of the College.

Gadsden State reserves the right to purchase according to availability of funds.

Gadsden State may cancel any contract resulting from an award of this RFP at any time with 15 days' written notice of termination.

Payment shall be contingent upon the Gadsden State's inspection of and satisfaction with completed work, services, or materials.

Insurance

The Offeror 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 Offeror's 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. Offeror shall provide Gadsden State a copy of its Certificate of Insurance.

Licenses and Permits

The Offeror 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. Gadsden State may request valid copies of necessary licenses and permits.

The Offeror must conduct background checks for persons to perform work on this Contract. Gadsden State reserves the right to request the Offeror to provide the resulting information to Gadsden State.

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 proposals, bids, contracts, or grant proposals 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 within ten (10) days of the award.

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 proposal, the offeror 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 proposal, the offeror is hereby certifying that they are in full compliance with CFR 200.214.

Debarment and Suspension Certification:

- a. The Offeror 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 Offeror 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 Offeror is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); and
- d. The Offeror 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 proposal, the Offeror agrees to comply with all the provisions required for federal contracting and agrees to provide Gadsden State 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 offeror 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/offeror 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. In accordance with Alabama Act 2023-409, the vendor 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.

Proposal Form
RFP 24-1902 Moving Services

Company Name/Offeror: _____

This project requires prevailing wages to be paid for moving services.

Office moves/reconfigurations during normal working hours (Monday – Friday 8:00 am to 5:00 pm)

Hourly rate for one (1) box truck and one (1) driver \$ _____ per hour

Hourly rate for one (1) tractor trailer and one (1) driver \$ _____ per hour

Cost of additional helper, hourly rate \$ _____ per hour

Cost of site supervisor, hourly rate \$ _____ per hour

Office moves/reconfigurations during normal working hours (Monday – Friday 5:01 pm to 7:59 am weekends)

Hourly rate for one (1) box truck and one (1) driver \$ _____ per hour

Hourly rate for one (1) tractor trailer and one (1) driver \$ _____ per hour

Cost of additional helper, hourly rate \$ _____ per hour

Cost of site supervisor, hourly rate \$ _____ per hour

Miscellaneous fees

Moving boxes, 1.5 cubic foot box \$ _____ per box

Moving boxes, 2.0 cubic foot box \$ _____ per box

Moving boxes, 3.0 cubic foot box \$ _____ per box

Moving boxes, 4.0 cubic foot box \$ _____ per box

Plastic Bins or Moving crates (used instead of boxes) \$ _____ per day

Moving carts for computers and office equipment \$ _____ per day

Forklift \$ _____ per day

Fuel Surcharge (specify flat rate or per mile) \$ _____

Proposal Form
RFP 24-1902 Moving Services

Temporary storage fees-**Tractor Trailer** (specify square feet and/or time):

Temporary storage fees-**Climate Controlled Facility** (specify square feet and/or time):

Hourly rate (itemized) for travel time:

Amount (itemized) per mile mileage rate:

Other costs not listed that are normally part of your service:

RFP Certification Form

RFP 24-1902 Moving Services

Company Name: _____

Street Address: _____

City, State: _____

Zip: _____

Telephone: _____

Email: _____

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

Signature and Title of Authorized Officer/Agent _____

Typed or Printed Name of Above: _____

Notary's Signature

Date

Notary Seal and Expiration Date

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

Date Notary Expires

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.