

**ITB Number:** ITB-2022-1003-ACCS

**ITB Issue Date:** September 9, 2022

**Purpose:** Procure up to ten (10) 4-door sedans for department fleet use

**Procurement Method:** Invited competitive bids

**Issuing Office:** Alabama Community College System, Fiscal Services

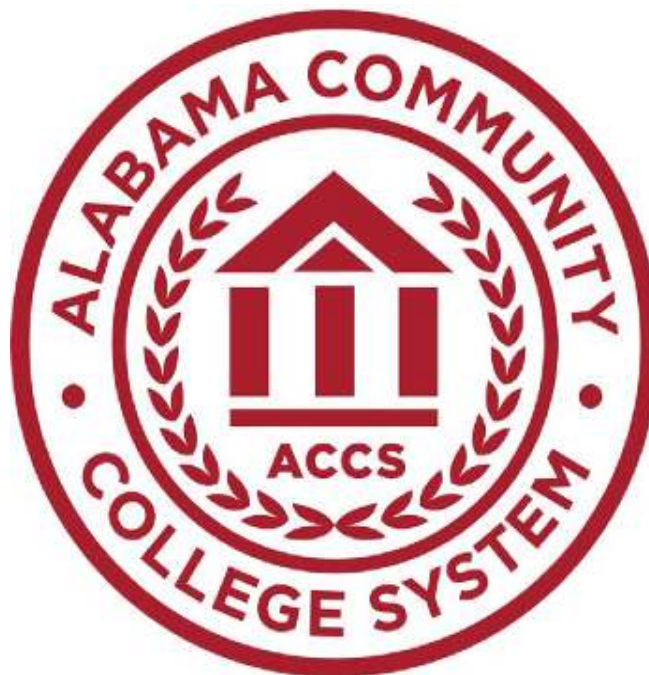
**Issuing Office Point of Contact:** Robin Head, email: robin.head@accs.edu

**Deadline for Receipt of Bids:** September 23, 2022, 2:00 p.m. Central Standard Time

**Bid Opening:** September 26, 2022, 9:00 a.m. Central Standard Time  
Alabama Community College System  
135 South Union Street  
Montgomery, Alabama 36104

**IMPORTANT:** Bids must be received by bid close date and time stated above at the following address:

Alabama Community College System  
Attention: Robin Head, Purchasing Agent  
135 South Union Street, Suite 451  
Montgomery, AL 36104  
P.O. Box 4504 (36130-4504)



**BID RESPONSE FORM**

**Bid Number: ITB-2022-1003-ACCS**

**\*\*TO BE COMPLETED BY VENDOR\*\***

**Vendor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Commodity Description:** 2022 or later 4-Door Sedan per specifications

**Quantity:** \_\_\_\_\_ **Manufacturer:** \_\_\_\_\_

**Unit:** each **Model:** \_\_\_\_\_

**Unit Price:** \$ \_\_\_\_\_ **Year:** \_\_\_\_\_

**Bid response due by: 2:00 pm, September 23, 2022**

Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.

1. Delivery: Can be made \_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of PO.
2. Terms: \_\_\_\_\_
3. Prices valid for acceptance within \_\_\_\_\_ days.
4. Vendor's quotation reference number, if any: \_\_\_\_\_ (this number will appear on PO)
5. Email address: \_\_\_\_\_ Company website: \_\_\_\_\_

**Signature & Notarization Required**

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

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

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

City, State, Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

Authorized Signature (blue ink): \_\_\_\_\_

Type/Print Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

## 1. Purpose

The purpose of this Invitation to Bid (ITB), per the specifications listed below, is to procure 4-door, full-size sedans for fleet use at the Alabama Community College System, a state government agency.

The bid may have multiple awards based on availability of product for immediate delivery.

### **BID SPECIFICATIONS**

- Model year 2022 or later - Chevrolet Malibu LS 4-door sedan, non-alternative fuel, or **equivalent**
- Preferred exterior colors: Dark Gray, Light Gray, Silver or White with matching cloth interior
- Vehicles must be equipped with all standard equipment and options as shown as part of the base vehicle. This standard equipment and options on the base line must be factory installed.
- Minimum 4-cylinder engine
- Rear view cameras
- Standard Air Conditioning
- Automatic Transmission
- Delivery of product – as soon as possible
- All vehicles delivered/picked up must have two (2) sets of keys & minimum of five (5) gallons of fuel.
- All titles, fees, as well as other charges, are to be paid by the vendor. The vendor must furnish a prepaid certificate of title to the Alabama Community College System (ACCS). The title will change upon acceptance of delivery to ACCS.
- No delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the awarded vendor's dealership to the delivery destination. ACCS will pay up to \$2.00 per mile, calculated one-way from the awarded vendor's dealership to the delivery destination.
- Warranty cards and service policy must accompany each vehicle when delivered/picked-up, as the warranty will go into effect at time of delivery. Vehicles must be serviced and ready for use at time of delivery/pick-up. If vehicles are to be picked up, vendor must notify ACCS by email the vehicles are ready and ACCS will make every effort to pick up the vehicles within 7 days.
- Vehicles must be free of dealership logos, decals, and/or advertising prior to pick up or delivery.

## 2. Overview of Alabama Community College System

The Alabama Community ACCS System (ACCS) is Alabama's gateway to world-class, affordable education and technical training for the necessary skills to compete in a constantly evolving workforce. The system consists of [25 community and technical colleges](#), including the Alabama Technology Network, and Marion Military Institute – one of five junior military colleges in the nation. The Alabama Technology Network (ATN) is a part of the ACCS and the Manufacturing Extension Partnership.

Tuition at Alabama's community colleges is less than half the cost for the same core, academic courses as those taught at four-year universities in the state. More than 168,000 people choose to study through ACCS each year.

Our student body extends well beyond "traditional age" college students, prospective high school graduates and their parents. We also serve adults, including displaced workers, career-changers, those who never attended college or who are returning to meet a career goal. Our dual enrollment programs engage current high school juniors and seniors in college credit-bearing courses they can take as part of their high school curriculum.

ACCS is governed by the Alabama Community College System Board of Trustees.

The Alabama Community College System provides:

- General education and other collegiate programs at the freshman and sophomore levels prepare students for transfer to four-year institutions to complete baccalaureate degrees.
- Adult Education focuses on improving individuals' skills, productivity and training with GED preparation and testing, basic skills, and English as a Second Language.
- Workforce development initiatives provide customized, flexible, short-term training programs that are responsive to industry needs—from highly specialized training to programs that help prepare entry level employees to meet growing demands.

Mission:

To provide a unified system of institutions dedicated to excellence in delivering academic education, adult education, and workforce development.

Vision:

To develop an educated, prosperous population by providing an affordable pathway to help citizens of any walk or stage of life succeed through quality education and training; a community college system where education works for all.

Values:

- Integrity
- Excellence
- Accessibility
- Accountability
- Diversity

Organizational History:

ACCS is a public system of 24 community colleges dispersed across the state, ATN, and a central system office that provides coordination, back-office support, and some centralization of functions. The system is governed by a single board of trustees and led by a chancellor. Each college is independently accredited and is led by a president.

For most of its history, ACCS was a department within the State of Alabama and was subject to State administration and management.

Major legislation in 2015 changed the governance of the system by establishing an independent, self-governing, public system of comprehensive community colleges under a Board of Trustees.

### **3. Bid Response Instructions**

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions, and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope, package, or box. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. ACCS does not assume responsibility for late bids for any reason including those due to postal or courier service delay. Bid responses must be received in the Fiscal Division of the Alabama Community College System prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on the enclosed bid response form or replicated in the exact format. Signatures must be handwritten originals in ink, or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. ACCS does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. ACCS requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. ACCS assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection:**

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy

**4. General Terms and Conditions**

1. "All bids shall be sealed when received" (Alabama Code § 41-16-54). 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. It is the responsibility of the vendor to have the bid proposal delivered to Alabama Community College System, Attn: Robin Head, 135 S. Union St., Suite 451, Montgomery, AL 36104 or PO Box 302130, Montgomery, AL 36130-2130.
2. Bids must be received prior to the bid close date and time stated. Late bids will not be considered.
3. All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign bid in ink.
4. All bids must be notarized.

5. Prices submitted on the bid must remain effective for a period of thirty (30) days for complete bid evaluation.
6. ACCS 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 ACCS. Bids will be awarded in a manner which appears to be in the best interest of ACCS. Awards may be issued to multiple bidders.
7. The response to this ITB is to be made without connection to any other person, company, or parties making a bid and is to be in all respects fair and in good faith, without collusion or fraud.
8. Bid prices are not to include sales tax. A tax exemption letter will be furnished upon request.
9. Quote F.O.B. delivered to site(s) listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.
10. The responsibility of determining the acceptability of any products offered rests solely with ACCS.
11. Successful bidder will be required to submit a copy of General Liability (umbrella) insurance. The copy must show amount limits for automobile, workmen's compensation, etc. (applicable for the delivery of materials, supplies, etc.)
12. If applicable, bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
13. Successful bidder must provide a copy of current state, county or city business license or applicable license as required by law.
14. If applicable, 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. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery F.O.B. or additional costs associated with delivery, installation and set-up as requested in the bid.
15. All bidders are required to complete a Disclosure Statement. Act 2001-955 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. A Vendor Disclosure Statement form is included in the ITB. Any changes to the status of the information on this form will require the submission of an updated form to the ACCS.
16. Successful bidder will be required to complete the Alabama Immigration Law Compliance documents and IRS Form W-9.
17. Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer's name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/mye-verify>
18. Bidders desiring further information or interpretation of specifications must make requests in writing to Robin Head, Fiscal Division, at least seven (7) days prior to bid opening. Questions can also be submitted via email at [robin.head@accs.edu](mailto:robin.head@accs.edu). Answers to such requests will be placed on the ACCS website [www.accs.edu](http://www.accs.edu).
19. When the bidder does not state brand name or catalog number, it is understood the offer is exactly as specified.
20. Payment terms are NET 30 upon receipt of product.

21. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to ACCS' satisfaction by the successful bidder at no additional charge.
22. Notwithstanding any other provision in this Agreement, the parties acknowledge and agree 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 No. 26.
23. It is further agreed that 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 the Agreement shall be deemed null and void.
24. The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which ACCS has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which ACCS does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Montgomery County, Alabama.
25. Any agreement resulting from this Invitation to Bid 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-law 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.
26. These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
27. As an entity of the State of Alabama, the parties recognize and agree that ACCS cannot and will not agree to indemnify any party to a contract resulting from this bid.
28. 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.
29. 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.
30. The ACCS reserves the right to purchase according to availability of funds.
31. The ACCS will not accept prepay terms for the products/services in this bid.
32. 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.
33. In the event it becomes necessary to revise any part of this ITB, an addendum to this ITB will be provided to each respondent to whom an ITB was delivered by ACCS. All addendums will likewise be posted on the ACCS website. Respondents shall not rely on any other interpretations, changes, or corrections.
34. The award (**up to a quantity of 10**) will be made to the lowest responsible bidder(s) meeting all specifications.
35. Any additional information requested from a vendor must be furnished with five (5) days from receipt of request.

36. If requested, a vendor must provide documentation of being an authorized manufacturer's representative for the products listed. Failure to provide the information may result in rejection of bid.
37. Effective June 3, 2015, **Act 2015-305, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this State.