

J. F. Ingram State Technical College (ISTC)

Purchasing Department
P.O. Box 220350, Deatsville, AL 36022

Chevrolet Malibu

Bid 23-2

Bid Opening and Due Date – November 16, 2022

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SUBMIT BID TO: Purchasing Department Ingram State Technical College 5375 Ingram Road Deatsville, AL 36022	INVITATION TO BID
BID NUMBER : 23-2	BID TITLE: Chevrolet Malibu
Point of Contact: Jeanna Givens jeanna.givens@istc.edu (334)290-3253	Issue Date : November 9, 2022
BID DUE DATE AND TIME: November 16, 2022 11:00 PM Central Time	BID OPENING LOCATION: Ingram State Technical College 5375 Ingram Road Deatsville, AL 36022
PREFERRED VENDOR (Check the appropriate boxes) <input type="checkbox"/> You, your firm, or corporation produces or manufactures the bid product within the State of Alabama. <input type="checkbox"/> You, your firm, or corporation has an assembly plant or distribution facility for the bid product within the State of Alabama. <input type="checkbox"/> Your firm or corporation is organized for business under applicable laws of the State of Alabama as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the bid product or service within the State of Alabama for not less than one (1) year prior to deadline date for receipt of this bid.	
MINORITY BUSINESS STATUS Please check <input type="checkbox"/> here if your company is considered a Minority Owned Business.	
SHIPMENT Shipment will be made within _____ business days after receipt of an ISTC purchase order.	
PAYMENT TERMS: _____	
Bidder must print or type in all the information listed below and sign where indicated for bid to be considered.	
Company Name: _____ Street Address: _____ City, State: _____ Zip: _____ Telephone: _____ Fax: _____ Email: _____ Federal Tax ID Number: _____	
NON COLLUSION: The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) or services, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Furthermore, I certify that I am authorized to sign below and I agree to abide by all terms, conditions and specifications stated within this bid document.	

Signature of Owner or Authorized Agent _____

Typed or Printed Name of Above: _____

Title: _____

GENERAL TERMS AND CONDITIONS

1. **PREPARATION OF BIDS:**
 - a) **Submittal of Bids:** Bids delivered by the U. S. Postal Service should be addressed to: Ingram State Technical College, ATTN: Purchasing, P.O. Box 220350, Deatsville, AL 36022. Bids delivered by special courier service should be addressed to: Ingram State Technical College, ATTN: Purchasing, 5375 Ingram Rd., Deatsville, AL 36022. Bids shall be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope. 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. All bids must be notarized.
 - b) **Receipt of Bids:** The Purchasing Department is not responsible for timely delivery of the U.S. or private courier mail. The bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure their bid is delivered to the Purchasing Department by the specified due date and time. Late bids will not be considered.
 - c) **Taxes:** Bid prices shall not include tax. Tax exemption certificates shall be furnished upon written request.
 - d) **Freight Terms:** All items shall be bid FOB destination with all transportation charges prepaid and included in the bid prices. The successful bidder shall assume responsibility of all liability/ responsibility for damage in transit. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and building) for delivery method, installation and/or set-up of materials, supplies and/or equipment.
 - e) **Shipping Charges:** all applicable shipping and handling costs must be included in the pricing submitted with the bid. All shipping charges shall be the same as stated for all campus locations for the college and must be stated in the bid.
 - f) **Item Specifications:** Specifications in this bid may reference manufacturers' products and list their model or part numbers, followed by the words "or equivalent." These references are for identification purposes only and in no way are intended to eliminate or discourage the offering of substitute items which would exceed or equal the specifications.
 - i) Any item bid as an equivalent which lacks sufficient descriptive literature or technical information to enable complete comparative analysis, may be disqualified.
 - ii) 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.

When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified.
2. **AWARDING CONDITIONS**
 - a) **Acceptance and Withdrawal of Bids:** A bid will not be accepted by the Purchasing Department after the time and date specified for receipt of bid proposals.
 - b) **Bid Prices Duration:** Bids shall be awarded within ninety (90) days of the bid opening. Bid prices shall remain in effect for a minimum of ninety (90)

days from the bid opening unless requested for a longer period of time in the **Invitation to Bid**.

Bid prices are to remain in effect for one year from the award date. The contract may be extended for a period of two additional years if no changes are made in the specifications and/or pricing by the vendor. The College and the vendor must agree in writing for the contract extension.

- c) **Amendment & Cancellation:** The college reserves the right to cancel, recall and /or reissue all, or any part, of this bid at any time. Bids will be awarded in a manner which appears to be in the best interest of the college. Awards may be issued to multiple bidders.
- d) **Rejection of Bids:** A bid may be rejected by the Purchasing Department if it is non-responsive or the bidder is determined to be not responsible.
- e) The college will not accept prepay terms for the items and services in this bid.
- f) **Method of Award:** The responsibility of determining the acceptability of any products offered rest solely with the College.
 - i) By item: Each item in the bid will be awarded individually to the lowest responsible bidder.
 - ii) All or None by Category, Group or Section: the bid will be divided into Categories, Groups or Sections of similar types of items when it would be impractical to split the award to multiple vendors. Each Category, Group or Section will be awarded to the lowest responsive and responsible bidder for all items contained within the Category, Group or Section.
 - iii) All or None in total.
- g) **Packaging:** Successful bidders must provide packing slips detailing quantity, size, color and description of each item shipped.
- h) **Authorization to Perform Under a Contract:** All purchases must be properly authorized in advance through the Purchasing Department.

Vendors must first obtain a printed J. F. Ingram purchase order before commencing performance under a contract.

3. CLARIFICATION OF SPECIFICATIONS

Any questions by prospective vendors concerning requirements of the bid should be submitted via email jeanna.givens@istc.edu at least seven (7) days prior to the opening date specified in the Invitation to Bid. Questions of a technical nature may be referred to other individuals for an appropriate response as deemed necessary. Answers to such requests will be given to all recorded vendors, in addendum form, which will be included as part of the contract documents.

4. AGREEMENT

- a) **Non Collusion:** The vendor, by affixing its signature to the Bid Proposal Form is made without previous understanding, agreement, or connection to any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- b) **Bid Cancellations or Change:** College may cancel this agreement at any time with 30 days written notice. 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.

The College reserves the right to purchase according to availability of funds.
- c) **No Obligation:** The Invitation to Bid in no manner obligates the college to purchase any products or services offered until a contract is awarded and the successful bidder receives a valid purchase order from the college.
- d) **Contract Termination/Cancellation:** Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials. The college has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of the contract; (2) failure of the product or service to meet specifications, conform to sample

quality, or to be delivered in good condition; (3) misrepresentation by vendor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract. A written notification from the college to the vendor shall become effective thirty (30) days from the vendor's receipt of such notice. In the case of termination, only the portion of the contract satisfactorily performed before the date of termination will be due and payable to the vendor. A vendor who fails to satisfactorily honor the terms of the bid, may be excluded from consideration for future invitations to bid. After properly documenting the breach of contract, the college shall award the contract to the next lowest responsible and responsive bidder for the remaining of the duration of the contract.

- e) **Disclosure of Bid Contents:** Bids shall be kept confidential until contracts are awarded. At that time, all bids and documents will be open to the public. All responses become a matter of public record at award. The college accepts no responsibility for maintaining confidentiality of any information submitted with response whether labeled confidential or not.

6. **VENDOR REQUIREMENTS**

- a) **Governing Law:** The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes, and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. The final agreement shall be governed 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. Any contract arising from this bid is subject to all laws of the State of Alabama.

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. As an entity of the State of Alabama, the parties recognize and agree that the College cannot and will not agree to indemnify any party to a contract resulting from this bid.

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.

- b) **Personal Property or Contractual Services 41-16-57**

The awarding authority in the purchase of or contract for personal property or contractual services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations. Notwithstanding the foregoing, no county official, county commission, school board, city council or city councilmen, or other public official, state board, or state agency charged with the letting of contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility may specify the use of materials or systems by a sole source, unless:
(1) The governmental body can document to the satisfaction of the

State of Alabama Building Commission that the sole source product or service is of an indispensable nature, all other viable alternatives have been explored, and it has been determined that only this product or service will fulfill the function for which the product is needed. Frivolous features will not be considered.

(2) The sole source specification has been recommended by the architect or engineer of record and who also documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.

(3) All information substantiating the use of a sole source specification is documented in writing and is filed into the project file.

- c) **Criminal Offenses:** Organizations or individuals awarded the bid certify that no agent, employee or representative possessing a questionable moral character; a history of criminal activity affecting the area where service is to be provided; or a conviction for sexual offense; will have direct contact with students, faculty, or staff. Violation of this provision will result in the nullification of the bid agreement.
- d) **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.
- e) **Statement of Economic Interests:** The awarded vendor is responsible for filing the Statement of Economic Interests with the Alabama Ethics Commission, if the awarded vendor is a public official, public employee, or if a member of the awarded vendor's household is a public official or employee. The awarded vendor is responsible for sending a copy of the

awarded contract to the Alabama Ethics Commission within ten (10) days after bid has been awarded. For more information concerning this requirement, please refer to the Alabama Ethics Commission Advisory Opinion 2001-29.

- f) **General Liability Insurance:** 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.)
- g) **Permits and Licenses:** 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. Successful bidder must provide a copy of current state, county or city business license, general contractor's license or applicable license as required by law.
- h) **Alabama Relationship Disclosure Statement:** All vendors must complete the Alabama Relationship 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 \$5000. A Vendor Disclosure Statement is included with the bid proposal. It is the vendor's responsibility to follow the instructions included with the Disclosure Statement. A copy must be received by the college before the bid can be awarded. If the information on the form changes during the bid term, the vendor is required to submit a new form to the college.
- i) **Alabama Immigration Law:** Successful bidder will be required to complete the Alabama Immigration Law Compliance documents. The Alabama Immigration Law Compliance Documents are included in the bid proposal.
- j) **Alabama Act Number 2006-557:** Certification pursuant to Act Number 2006-557 Alabama Law (SECTION 41-4-116, CODE OF ALABAMA 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor,

contractor, and all of its affiliates that makes sales for delivery into Alabama or lease for use in Alabama are registered, collecting, and remitting Alabama State and Local Sales, Use, 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 ACT NO. 2006-557. Vendors are not barred from bidding or entering into a contract pursuant to Section 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

- k) 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.
- l) It is further agreed that if any provision of this Agreement shall contravene any statute of Constitutional provision, either now in effect of which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.
- m) The bidder acknowledges, and agrees that its sole and exclusive remedy for any monetary claim or any claim for which the College 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 the College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Elmore County, Alabama.

Specification Information
Bid 23-2
Chevrolet Malibu

Ingram State Technical College seeks to purchase two (2) vehicles for use in our College Fleet. The cars must meet or exceed the following specifications:

2023 Chevrolet Malibu 4dr Sedan LS

- Model Year: 2023
- Make: Chevrolet
- Model: Malibu LS - 1ZC69
- Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo.
Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
- Engine: 1.5 L turbo DOHC 4-cylinder DI with variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)
- Transmission, Continuously Variable (CVT) (STD)

Preferred Options

- Engine control, stop-start system
- Axle, 5.10 final drive ratio
- Front wheel drive
- Suspension, front MacPherson strut
- Suspension, rear 4-link, independent
- Brakes, 4-wheel antilock, 4-wheel disc
- Brake rotors, Duralife
- Brake lining, high-performance, noise and dust performance
- Brake, parking, electronic

- Fueling system, capless
- Fuel door, push open
- Tool kit, road emergency
- Wheels, 16" (40.6 cm) aluminum
- Tires, P205/65R16 all-season, blackwall
- Wheel, spare, 16" (40.6 cm) steel
- Tire, compact spare, T125/80R16
- Headlamp control, automatic on and off
- Headlamps, halogen
- IntelliBeam, automatic high beam on/off (Included with (WPS) Chevy Safety Assist.)
- Glass, acoustic, laminated, windshield
- Mirrors, outside power-adjustable, manual-folding Black
- Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
- Audio system feature, 6-speaker system
- Display, 8" diagonal LCD touch screen
- Wireless Apple CarPlay/Wireless Android Auto
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Antenna, Black
- Seats, front bucket (STD)
- Seat trim, Premium Cloth
- Seat adjuster, driver 6-way manual
- Seat adjuster, front passenger 6-way manual
- Seat, rear 60/40 split-folding
- Steering wheel, 3-spoke

- Steering column, tilt and telescopic
- Steering wheel controls, mounted controls for audio, phone and cruise
Driver Information Center, monochromatic display
- Temperature display, outside
- Warning indicator, front passenger seat belt
- Windows, power with Express-Down on all
- Door locks, power programmable
- Keyless Start
- Keyless Open, front doors includes extended range Remote Keyless Entry
- Cruise control, electronic with set and resume speed
- Remote panic alarm
- Theft-deterrent system, content theft alarm
- Power outlet, auxiliary, 12-volt
- Air conditioning, single-zone manual
- Air filter, cabin
- Defogger, rear-window, electric
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger vanity mirrors, covered
- Assist handle, front passenger
- Lighting, interior overhead courtesy lamp, dual reading lamps and
illuminated trunk area
- Map pocket, front passenger seatback
- Trunk cargo anchors
- StabiliTrak, stability control system with brake assist includes Traction
Control
- Front Pedestrian Braking (Included with (WPS) Chevy Safety Assist.)
- Automatic Emergency Braking (Included with (WPS) Chevy Safety Assist.)
- Braking control, ECM grade

- Daytime Running Lamps, integral to headlamps
- Airbags, 10 total, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail-mounted head-curtain for front and rear outboard seating positions includes Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
- HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)
- Lane Keep Assist with Lane Departure Warning (Included with (WPS) Chevy Safety Assist.)
- Following Distance Indicator (Included with (WPS) Chevy Safety Assist.)
- Forward Collision Alert (Included with (WPS) Chevy Safety Assist.)
- Rear Seat Reminder
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu
- LATCH system (Lower Anchors and Tethers for Children), for child restraint seats
- Door locks, rear child security
- Trunk latch, safety, manual release
- Tire Pressure Monitor System

For questions regarding the request for bid or the bid specifications, please contact Jeanna Givens 334-290-3253 or Jeanna.givens@istc.edu.

RFP Schedule

- RFP issued November 9, 2022
- Proposal Submission November 16, 2022 11:00 am
- Bid Opening November 16, 2022 11:00 am
- Vendor Selection TBA

Vendor Inquiries

Questions concerning discrepancies, ambiguities, or omissions in this RFP should be submitted in writing. They must be received by 11:30 am on November 14, 2022. Only written responses will be binding. Vendors may address questions and comments regarding this RFP to:

Phone: 334-290-3253 or 334-285-5177

FAX: 334-285-2521

Email: jeanna.givens@istc.edu

Submission of Bid

The sealed bid response should include:

- 2 Paper copies of your bid proposal
- All requested product information
- State of Alabama Disclosure Statement
- State of Alabama Immigration Law Compliance