ITB 900 - Maritime Training Center Lawn/Ground Maintenance Services

Mandatory Building Inspection: Date: September 12, 2012 Time: 10:00 AM

Bid Must Be Received Before: Date: September 20, 2012 Time: 4:00 PM

Bid Opening: Date: September 21, 2012 Time: 10:00 AM

Submit bid proposal to: AIDT Bid Number 900
Attention: Janet D-Goodwin
One Technology Court
Montgomery, Alabama 36116

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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. **“All bids shall be sealed when received”** *(The Code of Alabama 1975, Section 41-16-54)*
   Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service **must be identified on front of the envelope in the lower left corner with the bid number, opening date and time indicated.** It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location. AIDT does not assume responsibility for late bids for any reason including those due to postal, or courier service.

   A. Sealed bid packages may be mailed or hand delivered and must be received by the bid received date to:
      
      AIDT Bid Number 900  
      Attention: Janet D-Goodwin  
      One Technology Court  
      Montgomery, AL 36116  

   B. The outside cover of the package containing the bid shall be marked as follows:  
      **ITB 900 -Maritime Training Center Lawn/Ground Maintenance Services**  
      Bid Opening Date: September 21, 2012  
      Bid Opening Time: 10:00 am

2. Bids must be received prior to bid receive date and time indicated on the bid. Late bids or improperly submitted bid will not be considered. It is the responsibility of the bidder to ensure the bid is delivered by the date and time specified.

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 the bid in ink.

4. AIDT 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 Institute. Bids will be awarded in the best interest of AIDT.

5. This proposal is to be made without connections with any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.

6. **Bid prices are not to include tax.** AIDT, a state government institution, is specifically exempted by law, from paying Alabama Sales Tax. This exemption is found in Section 40-23-4 (a) (11), Code of Alabama, and it further explained in the Sales & Use Tax Rule 810-6-3-.69.02. An exemption letter will be furnished upon request.
7. AIDT terms and conditions and the laws of the State of Alabama shall govern any contract resulting from this bid.

8. The responsibility of determining the acceptability of any products offered rests solely with AIDT.

9. 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.

10. 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.

11. All bids must be notarized.

12. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to AIDT, Attn.: Janet D-Goodwin, One Technology Court, Montgomery, Alabama 36116, or email jgoodwin@aidt.edu at least three (3) days prior to bid opening. Answers to such requests will be given to all recorded bidders, in addendum form, which will be included as part of the contract documents.

SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

13. VENDOR RESPONSIBILITY: It is the responsibility of all bidding vendors to read this entire bid from beginning to end and to comply with all instructions, specifications and terms and conditions of the bid.

14. VENDOR RESPONSIBILITY: It is the responsibility of the bidder to inspect the facilities for performance of service requested. The facilities inspection will be conducted on Wednesday, September 12, 2012 @ 10:00 am. Attendance for facilities inspection is mandatory. You must attend the inspection and sign the attendance sheet in order to submit a bid proposal.

15. NOTE TO VENDORS: Vendors are cautioned to read each page of this bid to clearly understand what is required to clean each building. AIDT will accept nothing less than what is called for in the specifications. Failure to comply with bid specifications can result in contract being canceled with a 30-day notice. Example: If the cleaning schedule states that the carpet is to be vacuumed nightly, that is exactly what is required to meet the specification. Weekly or monthly vacuuming is not acceptable.
16. **BID INFORMATION**: All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. Bids must be signed in ink by an authorized individual on the Qualification Statement and returned to AIDT. Mistakes may be crossed out and corrections inserted before submission of the bid. This includes a cross out, strikeover, ink-over, whiteout, erasure, or any other corrections method.

**THE PERSON SIGNING THE BID MUST INITIAL ANY AND ALL CORRECTIONS IN INK.**

17. **BID IDENTIFICATION**: Reference Page 2, Item 1, Due to the Postal Service putting bar code labels on envelopes, it conceals the bid number and date if the vendor has written them other than the lower left corner, therefore, the bid would be rejected for not being properly identified.

18. **BID SUBMITTED**: Bids must be submitted on the forms provided to ensure complete uniformity of wording of all proposals. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

19. **CLARIFICATION OF RESPONSE**: All responses will be reviewed for compliance with the mandatory requirements stated within the bid. AIDT Purchasing Agent may contact the vendor for clarification of their response.

20. **REQUESTED INFORMATION**: Any additional information requested from a vendor must be furnished within **(3) days** from receipt of request. Failure to furnish information within time frame above will result in bid rejection. Requested documentations in **Items 32-38** must be submitted with bid proposal.

21. **CHANGES/MODIFICATIONS**: Changes/modifications are allowed only by written change order approved by AIDT Purchasing Agent.

22. **AWARD METHOD**: Award will be made “All or None” to the lowest responsive and responsible bidder meeting all specifications of bid.

23. **CONTRACT PERIODS**: Contract will be awarded for the period October 1, 2012 and ending September 30, 2013. Contract may be extended for three-one year periods by mutual agreement as long as the successful bidder(s) honor
prices quoted on their awarded items AND provided the original price quotes continue to save money for AIDT and both parties agrees. Dates will vary depending on the award date of the bid. Any successive extension must have written approval of both AIDT and the vendor no later than 30 days prior to expiration of the previous 12-month period. The maximum length of time for this bid to be in effect is 5 years. AIDT reserves the right, without a penalty to terminate this service contract upon the third written letter notifying the Lawn Care Vendor of deficient services being performed; and to cancel/limit services if funding becomes unavailable (due to budget cuts).

24. **FIRM PRICING:** All prices quoted must be firm for a period of 12 months from the vendor's notification of award.

25. **MINIMUM WAGE:** In the event the federal government increases the minimum wage during a contract period, the vendor shall increase the wages to match the new rate as soon as possible after the effective date.

   **NOTE:** Vendor must include in the lawn services rates the cost of supplies for the duration of the contract. The only increase in the lawn services rates will be any increase in the minimum wage times number of employees and total hours worked.

26. **ASSIGNMENT OF CONTRACT:** To assign, sublet or transfer any contract resulting from this proposal, the vendor must receive written approval by AIDT’s Business Manager.

27. **CANCELLATION OF AWARD:**

   AIDT reserves the right, for its convenience and without cause and without a penalty, to terminate the contract upon thirty (30) days written notice.

   The **Contractor** may terminate services upon delivery of a written thirty (30) day notice to AIDT, **Attention:** Janet Goodwin, One Technology Court, Montgomery, AL 36116; and CC: Maritime Project Manager, 360 Addesco Road, Mobile, AL 36602 and Melinda Ladnier, 360 Addesco Rd, Mobile, AL 36602.
28. **ORDERING PROCESS:** Services from this contract will be made by purchase orders showing specific service information.

29. **INVOICES:** Invoices are to be billed in arrears and mailed, to the ‘BILL TO” address on the Purchase Order. All invoices must be in AIDT name. Inquiries concerning payment after invoices have been submitted are to be directed to AIDT – Accounts Payable.

30. **PERFORMANCE GUARANTEE BOND: NOT REQUIRED.**

   There will not be a performance guarantee bond required for this contract. However, there is a **zero** tolerance policy for vendors who fail to perform the lawn services per the specifications, and terms and conditions of the contract.

   If the vendor defaults on the services and/or does not comply with the specifications, and terms and conditions of the contract, it will result in a **(30)** thirty-day written notice to conform to the contract as specified and perform the service satisfactorily as required and to refrain from violating contract requirements.

   If the problems with the service **have not been corrected** at the end of the **(30)** thirty-day written notice, procedures will begin immediately to cancel the contract and the vendor barred from bidding for an indeterminate period.

   If the problems with the service **have been corrected** prior to the end of the **(30)** thirty-day written notice, but reoccurs at any time during the remainder of the contract, the vendor will be issued a thirty-day written notice that the contract is being canceled and the vendor will be barred from bidding for an indeterminate period.

31. **NOTE TO VENDOR:** Failure to submit documentations in **Items 32-39** with bid proposal could result in your bid being rejected.

32. **SUBMIT WITH BID PROPOSAL- VENDOR REFERENCES:** All vendors must submit with their bid proposal a **list** of a minimum of **three business references** for similar work experience/services requested in this bid. The list must includes the **company name, business type, complete physical address, phone and fax number, a contact person, their job title, phone and fax number, email address, and period service was performed.**

   Failure to include references of similar scope of work and formatted listed above will cause your bid to be rejected.
33. **SUBMIT WITH BID PROPOSAL:** All vendors must submit with their bid proposal a copy of their General Liability (umbrella) insurance, or the bid will be rejected. The coverage must be in effect for the contract period. The copy must show amount limits for automobile, workmen’s compensation, etc. (applicable for the delivery of materials, supplies, etc.). Vendor is responsible for all losses/damages caused by its employees. Insurance certificate, when issued, must show the AIDT as the certificate holder.

34. **SUBMIT WITH BID PROPOSAL:** All vendors will be required to complete and submit with their bid proposal a Disclosure Statement filled out in its entirety as required by Act 2001-95. 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. The Vendor Disclosure Statement is included in the bid proposal and can also be found on AIDT’s website: [http://aidt.edu/bids/index.html](http://aidt.edu/bids/index.html).

35. **SUBMIT WITH BID PROPOSAL:** All vendors must submit with their bid proposal a copy of their current state, county or city business license, general contractor’s license or applicable license as required by law.

36. **SUBMIT WITH BID PROPOSAL:** All vendors must submit with their bid proposal a copy of their current license to distribute chemicals.

37. **SUBMIT WITH BID PROPOSAL:** All vendors must complete and submit with their bid proposal the Contractor’s Proposal Form on page 16 filled entirety.

38. **SUBMIT WITH BID PROPOSAL:** All vendors must complete and submit with their bid proposal the Vendor Agreement on page 17 filled out in its entirety.

39. **SUBMIT WITH BID PROPOSAL:** All vendors must complete and submit with their bid proposal the Qualification Statement on page 18 filled out in its entirety.

40. **SUCCESSFUL VENDOR RESPONSIBILITY:** The successful vendor will be required to complete a verification of enrollment in the E-Verify Program prior to award. The E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within five
(5) calendar days of notification of award will result in the rejection of your bid. To enroll in the e-verify program visit www.dhs.gov/e-verify.

41. **SUCCESSFUL VENDOR RESPONSIBILITY**: The successful vendor will be required to complete an “Inspection of Services” sheet for each service performed. The form will be provided by AIDT. No payments will be issued to the vendor until the vendor and the appropriate AIDT Contract manager have completed this form and a copy submitted to AIDT Purchasing Agent.

******************IMPORTANT INFORMATION******************
For specification and procedural questions, contact AIDT Purchasing Agent: Janet Goodwin @ (334) 208-4415 or jgoodwin@aidt.edu.
NONRESIDENT BIDDER INFORMATION

Act Number 2001-637 of the Alabama Legislature, and is codified as Code of Alabama, Section 39-3-5, provides as follows:

§ 39-3-5. Preference to resident contractors in letting of certain public contracts required; reciprocity.

(a) In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder’s state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state domicile of the nonresident.

(b) Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders’ state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

A summary of this law shall be made a part of the advertised specifications of all projects affected by this law. (Acts 1984, No. 84-228, p.348.)

VENDOR CERTIFICATION BY ALABAMA DEPARTMENT OF REVENUE

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 make sales for delivery into Alabama or leases 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 Number 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification in false.
ACKNOWLEDGEMENT OF RECEIPT FORM REQUESTS FOR BID

In acknowledgement of receipt of the Request for Bid, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents and ending with the second page of the Disclosure Statement.

The acknowledgement of receipt should be signed and returned by the vendor no later that the close of business on September 10, 2012. Only potential vendors who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all offers or written questions and written responses to those questions as well as RFB amendments and or addendums, if any are issued.

Firm ________________________________________________________________

Represented by ________________________________ Title ____________________________

Email ________________________________________________________________

Phone Number __________________________ Fax Number ____________________________

Address ________________________________________________________________

City __________________________ State __________ Zip__________________

Signature __________________________ Date __________________________

Firm   does   does not (circle one) intend to respond to this Request for Bid.

The following name and address must be used for all correspondence related to the Request for Bid:

AIDT Inquiry 900
Attention: Janet D-Goodwin
One Technology Court
Montgomery, AL 36116

Form may be faxed to 334-613-9309       Attention: Janet D-Goodwin

Or

Emailed to jgoodwin@aidt.edu
SPECIFICATIONS

ITB 900-Maritime Training Center Lawn/Ground Maintenance Services

SCOPE OF SERVICE

1. Provide lawn care services for AIDT Maritime Training Center located at 360 AddSCO Road, Mobile, Alabama 36602.

2. The Contractor to provide any and ALL equipment and supplies needed to perform the lawn services as outlined in this request. AIDT will not provide any equipment and or supplies necessary to perform the services.

3. The Contractor is responsible for payroll of employees in the service of this contract plus all related payroll taxes and expenses.

4. AIDT reserves the right to add additional areas to the contracted services. In the event of an additional to the grounds maintenance AIDT and the vendor will agree on an amount to be added to the contract. Should a significant portion of the grounds be converted to parking space (s) reduction in price will be negotiated.

5. AIDT will work with the contractor to establish a schedule that is compatible with the vendor and the work schedule for AIDT employees. The suggested schedule is subject to change to achieve the most efficient work schedule.

6. The Contractor will assume all liability for employees while working on the AIDT site.

7. The Contractor will assume all liability for any injuries suffered by any person in connection with the Contractor’s equipment or vehicles.

8. The Contractor will be responsible for supervision of their personnel while on AIDT premises.

9. The Contractor will provide the AIDT representative with a business telephone number and personal contact to handle additional requests and services.

10. The contractor will invoice AIDT monthly in arrears for lawn services. AIDT will make payment net 30 following the period of service. Mail all invoices to: AIDT, Attention: Finance Accounts Payable, One Technology Court, Montgomery, Alabama 36116.
11. The bid quote **must** include the following:
   a. Vendor References
   b. A copy of certificate of insurance
   c. Copy of current license to distribute chemicals
   d. Contractor’s Proposal Form (page 16)
   e. Vendor Agreement (page 17)
   f. Qualification Statement (page 18)
   g. Disclosure Statement (pages 19-22)

**ACCESS HOURS/WORK SCHEDULE**

- Successful bidder will be provided a list of holidays that will be observed by AIDT
- Lawn Service will not be performed on AIDT observed holidays
- Successful bidder must maintain and submit records of all fertilizer, insecticides, and roundup used on the premises (include how much applied and when applied) to **Greg Elkins at the end of each quarter (every three months) by email at gelkins@aidt.edu**
- Lawn Service will **be performed during Maritime Training Center normal business hours**, 7am-7pm, Monday –Thursday
- Specific services and service schedule follow on separate pages
- **Services requested will be listed as weekly, monthly, quarterly and annually**
*****IMPORTANT NOTICE*****

INSPECTION REQUIREMENTS

1. A mandatory ground inspection shall be required before submitting a bid.

2. All prospective bidders are required to perform an inspection of the property prior to submitting a bid.

3. Only vendors that attend the inspection and sign the attendance form will be considered as qualified bidders. Any bid submitted by a non-compliant bidder shall be rejected.

4. A sign in form will be provided for all attendees.

5. Only bidders attending the inspection may submit a bid proposal. For more information on the ground inspection or direction to the site, contact call Greg Elkins (251) 289-5007 or email at gelkins@aidt.edu.

6. Grounds Inspection: Wednesday, September 12, 2012 @ 10:00 am an inspection of the grounds (360 Addasco Road, Mobile, Alabama 36602) will be done for all prospective bidders. Only vendors that attend the inspection and sign the attendance form will be considered as qualified bidders. All interested vendors must attend this site visit at the appointed date and time.

7. Prior visits for estimate purposes are not acceptable for this bid

8. Any previous site visits or price estimates will not be considered for this bid’s bidding purposes.
# SCHEDULE OF SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Weekly Service</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1. Mow all turf</td>
<td>✅</td>
<td></td>
<td></td>
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<tr>
<td>2. Edge all hard and soft edges</td>
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<tr>
<td>including sprinkler control valves</td>
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<td>3. Blow off entrances, stairs, deck,</td>
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<td>sidewalks, parking lots, outside</td>
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<tr>
<td>break room, etc.</td>
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<tr>
<td>4. Hand weed all areas</td>
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<tr>
<td>including the breakwater areas</td>
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<tr>
<td>5. Pick up trash on grounds, in</td>
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<td></td>
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<tr>
<td>parking lot, and breakwater areas</td>
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<tr>
<td>6. Report damage/deterioration of</td>
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<tr>
<td>breakwater areas (as needed)</td>
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<td>7. Perform a walkthrough with AIDT</td>
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<tr>
<td>staff member after work is</td>
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<td>performed</td>
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<tr>
<td><strong>II. Monthly Service</strong></td>
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<td>1. Maintain weed and insect control</td>
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<td>(ants, grub worms, and any other</td>
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<tr>
<td>pests)</td>
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<tr>
<td>2. Program/check irrigation system</td>
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<td>✅</td>
<td></td>
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<tr>
<td>and check all valves</td>
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<tr>
<td>3. Apply Round Up and remove all the</td>
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<td>✅</td>
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<tr>
<td>weeds from the fence</td>
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### III. Quarterly

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<tbody>
<tr>
<td>1.</td>
<td>Pre-Emerge application</td>
<td></td>
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<td>√</td>
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<tr>
<td>2.</td>
<td>Fertilize turf, trees and ground cover</td>
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<td>√</td>
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<tr>
<td>3.</td>
<td>Replace pine straw</td>
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<td></td>
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<td>√</td>
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<tr>
<td>4.</td>
<td>Install and maintain seasonal color at entrance to building including Marigolds when in season as a mosquito repellant</td>
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<tr>
<td>5.</td>
<td>Supply records of the amount and type of all fertilizers, insecticides, and Round Up applied</td>
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### IV. Annually

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<tr>
<td>Replace dead plants, shrubs, bushes (as needed)</td>
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<td>√</td>
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</tbody>
</table>
**CONTRACTOR’S PROPOSAL**

**Proposal:** Total for services as described in Schedule of Services on pages 11 and 12

**Section I – Weekly Services**
- Mow all turf $___________ per wk
- Edge all hard and soft edges $___________ per wk
- Blow all applicable areas $___________ per wk
- Hand weed all applicable areas $___________ per wk
- Pick up trash in all applicable areas $___________ per wk
- Report damage/deterioration of breakwater areas $___________ per wk
- Walk after work performed $___________ per wk

**Weekly Services Total** .......................................................... $___________

**Section II – Monthly Services**
- Maintain weed and insect control $___________ per mo
- Program/Check Irrigation System/check all valves $___________ per mo
- Apply Round Up/remove all the weeds $___________ per mo

**Monthly Services Total** .......................................................... $___________

**Section III – Quarterly Services**
- Pre-Emerge application $___________ qrtly
- Fertilize turf, trees and ground cover $___________ qrtly
- Replace pine straw $___________ qrtly
- Install and maintain seasonal color $___________ qrtly
- Supply records $___________ qrtly

**Quarterly Services Total** .......................................................... $___________

**Section IV – Annual Services**
- Replace dead plants, shrubs, bushes $___________ yr

**Annual Services Total** .......................................................... $___________

**Bid Total** .................................................................................. $___________

Company Name ................................................................. FEIN ................. Date .............
VENDOR AGREEMENT

ALL BIDDERS MUST:
Please provide the names and numbers for the contact person within your organization who will be responsible for handling customer's telephone calls, faxes, e-mails, and purchase orders. Print or type the information in the spaces below if you have only one location. If you have more than one business within the State of Alabama you must furnish a list of the current locations of each of your business in the format below.

Printed Name: ___________________________ Job Title: ___________________________

Address: ________________________________________________________________

Phone: __________________________ Fax: __________________________

Toll Free Number __________________________ Email __________________________

Offer to AIDT, Montgomery, Alabama; I certify that I have read all the General Conditions and Instructions to Bidders of this bid and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the bidder. I agree to abide by all conditions of this bid request.

Company Name __________________________ FEIN _____________ Date __________

Address: __________________________ City __________ State _____ Zip ______

Phone __________________________ Fax __________________________ Email __________________________

Person submitting bid typed/printed name __________________________

Signature ___________________________ Job Title ___________________________

Phone __________________________ Fax __________________________ Email __________________________

17
QUALIFICATION STATEMENT

I certify that I have read all the General Conditions and Instructions to Bidders of this bid and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the bidder. I agree to abide by all conditions of this bid request.

___________________________________
Name of Company (please type or print in ink)

___________________________________
Authorized Signature (sign in ink)

___________________________________
Complete Address for Mailing Purchase Order and Payment

___________________________________
Typed/Printed Name of Signature Above

___________________________________
City

___________________________________
State

___________________________________
Zip Code

___________________________________
Title (please type)

___________________________________
Telephone Number

___________________________________
Fax Number

NOTARIZATION

Sworn and subscribed before me this the ________ day of ____________, _______

___________________________________
Notary Public Signature

___________________________________
My commission expires (date)

MINORITY INFORMATION

If this business is minority owned please qualify status below:
STATE BOARD POLICY – DISCLOSURE STATEMENT

1. DEFINITIONS

A. Employing Authority. For the purposes of this policy, Employing Agency includes: the Chancellor of the Alabama Department of Postsecondary Education, a member of the Alabama State Board of Education, a President of an Alabama College System college or university, a System-level Director of any other Alabama College System agency, entity, or department, including CITY Program, Skills Training Consortia, Alabama Industrial Development Training Institute and Alabama Technology Network.

B. Relative. For the purposes of this policy, Relative includes the following: spouse, dependent, adult child and his or her spouse, parent, spouse’s parents, sibling and his or her spouse, of an Employing Authority.

2. EMPLOYMENT OF RELATIVE

As a part of the employment process, within 15 calendar days of the employment of an individual by the Employing Authority of an Alabama College System department, agency, entity, or institution, regardless of placement on salary schedule, position, or compensation, and regardless of whether the employment is temporary or the result of a search process, the individual shall complete a Family Relationship Disclosure Form. Such form shall contain the name of the individual; the name of the Alabama College System department, agency, entity, or institution employing the individual; the position and/or title for which the individual is employed; the salary schedule, rank, step, and annual salary of the individual; and the date on which employment commences. Such form shall also contain a statement by the individual regarding whether the individual is a relative of any Alabama College System Employing Authority and shall identify such Employing Authority and such relationship.

3. REPORTING

Upon completion of the Family Relationship Disclosure Form, it shall be forwarded immediately to the Employing Authority of the Alabama College System department, agency, entity, or institution employing such individual. The Employing Authority, within 15 calendar days of receipt of a form disclosing the employment of a relative of any Alabama College System Employing Authority, shall provide a copy to the Chancellor of the Alabama Department of Postsecondary Education. The Chancellor shall provide a notice of such disclosure to the members of the Alabama State Board of Education on a monthly basis.
VENDOR DISCLOSURE STATEMENT INFORMATION AND INSTRUCTIONS

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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exits, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations and authorities, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.
VENDOR DISCLOSURE STATEMENT

State of Alabama
Disclosure Statement
(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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.

<table>
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<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
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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.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>DATE GRANT AWARDED</th>
<th>AMOUNT OF GRANT</th>
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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.)

<table>
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<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
<th>ADDRESS</th>
<th>STATE DEPARTMENT/AGENCY</th>
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OVER
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.)

<table>
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<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/ AGENCY WHERE EMPLOYED</th>
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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, invitation to bid, 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, invitation to bid, 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, invitation to bid, or grant proposal:

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<th>NAME OF PAID CONSULTANT/ LOBBYIST</th>
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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.

Signature  
Date

Notary’s Signature  
Date  
Date Notary Expires

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.