



One Technology Court, Montgomery, AL 36116
Telephone: 334-280-4400

Ed Castile
 Director

Karen McGraw
 CFO

<p>Invitation to Bid # 982 RTP Lawn & Grounds Maintenance Services</p>

Mandatory Walk-through: YES

Walk-through Scheduled for: **Date:** November 13, 2023 **Time:** 10:00 AM CST

Bid must be received Before: **Date:** November 27, 2023 **Time:** 04:00 PM CST

Bid Opening: **Date:** November 28, 2022 **Time:** 10:00 AM CST

Submit Bid Proposal to: **AIDT Bid Number 982**
 Attention: Chris
 One Technology Court
 Montgomery, AL 36116

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NOTES TO BIDDERS

1. Read the entire document from beginning to end and comply with all instructions, specifications, terms and conditions of the bid. Failure to follow all instructions, terms and conditions will result in the rejection of a submitted bid.
2. Bids for goods are requested using specific manufacturer, make and model information in order to establish a standard for that good based upon the need of AIDT. Vendors may bid alternative products considered to be of “equivalent” or greater quality. At the end of the item description where spaces are marked “MFR” and “Model #,” vendors must indicate the brand and all mfr/model numbers necessary to complete good/unit as specified. This information must be completed **ONLY** if bidding an alternate item.
3. Vendors bidding an alternate item must submit manufacturer’s specifications with bid response.
4. Bidders must comply with all Bid Instructions (see pages 4 - 8, including Item 7 – Freight Charge FOB Destination on page 4).
5. Special programs offered for educational training should be submitted on a separate form.
6. Contact the AIDT Business Office Manager with questions concerning this bid and/or specifications: **Chris Brown @ 334-280-4428** or cbrown@aidt.edu
7. **AIDT is seeking to award this bid for one year, with the option to roll over for up to four additional years.**

CHECKLIST FOR BID SUBMISSION
(Vendor does not have to return this form with bid response)

SUBMIT WITH BID PROPOSAL:	✓
Bid Contact Sheet (p. 9)	
Vendor Agreement Sheet (p.10)	
Qualification Statement (p. 11)	
Current W-9 (August 2013, issued by IRS):	
Vendor Disclosure:	
E-Verify Alabama Immigration Compliance Form	
Bid Proposal – RESPONSE	
SUBMIT WITH BID PROPOSAL, as applicable	
Copy of current state, county or city business license, general contractor’s license or applicable license as required by law	
Copy of General Liability (umbrella) insurance - 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.	
Descriptive/technical literature with bid proposal when bidding alternate items. The brands and model numbers referenced in bid provides a level of quality, and unless otherwise specified, are not restrictive. Reference to a website or literature with a previous bid will not satisfy this requirement. (If Applicable)	
Descriptive/technical literature package must include a full description of the items to including a minimum of manufacturer’s name, model number and full descriptive literature. Please note company name, FEIN, complete mailing address, bid number and opening date in the upper left corner of substitute specifications. (If Applicable)	
Failure to include descriptive literature with the bid proposal could result in bid rejection. Physical inspection and operational evaluation of equipment may also be required without cost or obligation to AIDT before award is made.	
<u>Bonds Required for Various Bid Solicitations:</u>	
<ol style="list-style-type: none"> 1) Requirement for bonds, other than those projects covered by Title 39 of the <i>Code of Alabama, 1975</i>, as amended, will be specifically stated in the bid solicitation. 2) Bid bonds, when required, must be submitted with the bid proposal. 3) Performance bonds, when required, must be submitted within five (5) working days after notification of a bid award. Bond amount will be specifically stated in the bid solicitation. 	

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.
2. Bids must be received no later than date and time indicated on the bid solicitation. Late bids or improperly submitted 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 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 connection 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 exempt 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. Bid is F.O.B. delivered to sites listed in specifications and additional training sites added during the contract period. Additional charges are not allowed (i.e. small order charges, fuel surcharges) and will not be paid. The successful bidder must assume all liability/responsibility for damage in transit.
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. AIDT terms and conditions and the laws of the State of Alabama shall govern any contract resulting from this bid.

13. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to AIDT, Attn: **Chris Brown, One Technology Court, Montgomery, Alabama 36116**, or email **cbrown@aidt.edu** at least five (5) 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.
14. References in the specifications to name brands, catalog numbers, etc., are for identification purposes only and in no way are intended to eliminate or discourage the offering of substitute items which exceed or equal the specifications.
15. When the bidder does not state a brand name or catalog number it is understood the offer is exactly as specified.
16. **VENDOR RESPONSIBILITY:** It is the responsibility of all bidding vendors to read this document in its entirety and to comply with all instructions, specifications and terms and conditions of the bid.

17. BID RESPONSES:

BID INFORMATION: All information shall be entered in ink or type written in the appropriate space on the form. 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. **The person signing the bid must initial corrections, in ink.**

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.

IDENTIFICATION: Reference Page 4, Item 1: The U.S. Postal Service may apply bar code labels on envelopes which may conceal bid identification if shown other than the lower left corner. As a result, bids can be rejected if not properly identified.

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 any response.

18. **REQUESTED INFORMATION:** Any additional information requested from a vendor must be furnished within (3) working days from receipt of request or as specified in the bid. Failure to furnish information within time frame above will result in bid rejection. See Checklist, page 3 regarding items that must be submitted with bid proposal.
19. **ASSIGNMENT OF CONTRACT:** To assign, sublet or transfer any contract resulting from this proposal, the vendor's must receive written approval by AIDT Business Manager.
20. **CHANGES/MODIFICATIONS:** Changes/modifications are allowed only by written change order approved by AIDT Purchasing Agent.
21. **DELIVERY DATE:** Delivery date(s) may be a factor in determining the award.
22. **DELIVERY/FREIGHT:** All items must be delivered to the "Ship To" address shown on the P.O. No deliveries are accepted on weekends or AIDT Holidays. The bid price must include delivery/freight as well as disposal of shipping/packaging materials.
23. **NEW EQUIPMENT:** All equipment must be new and unused and acceptable by the original equipment manufacturer for their maintenance.
24. **MANUFACTURER/MODEL:** At the end of the item where marked "MFR" and "model", vendors must indicate the manufacturer & all stock/model numbers necessary to complete the unit as specified. This information must be completed unless bidding the recommended MFR/Model.
25. **WARRANTY INFORMATION:** Equipment shall be warranted. Vendor must specify warranty terms and conditions. The warranty shall commence on the date the equipment is delivered. Vendor will use whatever means required to facilitate this warranty, and will insure total satisfactory performance to AIDT.
26. **SERVICE:** Upon request for services vendor must provide parts and labor within 12 hours of notification (Monday-Friday, 7:00 am-4:00 pm).
27. **FIRM PRICING:** All prices quoted must be firm for the duration of the contract.
28. **AWARD METHOD:** Award will be made in writing to the single, lowest bidder meeting all specifications of bid. AIDT reserves the right multi-awarded any bid, if it is in the best interest of AIDT to do so. AIDT is seeking to award this bid for one year, with the option to roll over for up to four additional years.

29.CANCELLATION OF AWARD:

- AIDT reserves the right, for its convenience and without cause and without a penalty, to terminate the contract upon a thirty-(30) day written notice.
- The Contractor may terminate services upon delivery of a written thirty-(30) day notice to AIDT, Attention: Chris Brown, One Technology Court, Montgomery, AL 36116.

30.ORDERING PROCESS: Purchases from this contract will be made by purchase orders showing specific shipping information.

31.QUALITY OF MATERIALS AND LABOR:

- Materials used that are not otherwise specified shall be the kind and quality consistent with the trade practice for such work and shall comply with all local codes.
- All labor shall be well experienced in this type work and it shall be completed in a professional manner.

32.INVOICES: Invoice(s) are to be billed in arrears in the name of AIDT to the ‘BILL TO’ address on the Purchase Order. Invoices may also be submitted to AIDT Finance: invoices@aidt.edu.

33.PAYMENT METHOD: Payment will be made to the successful bidder when the equipment is completely built, delivered and operational or the service has been rendered.

34.NOTE TO VENDOR: Failure to submit required documentation with bid proposal may result in bid rejection.

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.

(c) 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.)

SALES TAX 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 is false.

BID CONTACTS

ALL BIDDERS MUST:

- 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** _____

- List name of additional personnel to provide service/customer service. List the name, complete street address, phone number, contract person and their contact numbers.

Printed Name _____

Phone _____ **Fax** _____ **Email** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Contact _____ **Job Title** _____

VENDOR AGREEMENT

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** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Signature: _____ **Date:** _____

Printed Name: _____ **Toll Free Number:** _____

Phone: _____ **Fax:** _____ **Email:** _____

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

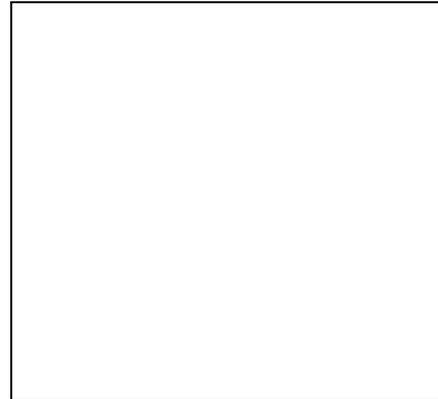
Fax Number

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 of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
 - BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.
 - a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
 - b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.
 - EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____
Title

The above Certification was signed in my presence by the person whose name appears above, on

This _____ day of _____ 20_____.

WITNESS: _____
Signature

Printed Name of Witness

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
Or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

VENDOR DISCLOSURE STATEMENT INFORMATION AND INSTRUCTIONS

Section 41-16-82, *Code of Alabama* 1975 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 exists, 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: 50N. 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.

Pursuant to Section 41-16-84 (b), *Code of Alabama* 1975 the State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information as required.

Pursuant to Section 41-16-86, *Code of Alabama* 1975, 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 Section 41-16-81, *Code of Alabama* 1975

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

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

- 3. 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.

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

- 5. 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 article, 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. (Note: The definitions for public official and public employee are now denoted as Sections 36-25-1 (25) and 36-25-1 (26), *Code of Alabama* 1975. However, Section 41-16-86 (5), *Code of Alabama* 1975 has not been codified to reflect such updates.)

Section 36-25-1(25), *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(26), *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 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 17-13-40, *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 DISCLOSURE STATEMENT MUST BE SIGNED, DATED, AND NOTARIZED PRIOR TO SUBMISSION.



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

AIDT

ADDRESS

One Technology Court

CITY, STATE, ZIP

TELEPHONE NUMBER

Montgomery, AL 36116

334-242-0299

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.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

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.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF 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.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
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2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

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:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Article 3B of Title 41, Code of Alabama 1975 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.

SPECIFICATIONS

ITB 982-AIDT RTP Lawn/Ground Maintenance Services

General Maintenance:

Annually

Remove, replace and maintain mulch and pine straw in all landscape areas and trees.
(The old mulch will need to be replaced each year not just more added on top of what is there)
Trimming of trees and shrubs at the park

Monthly

Maintaining flower beds and replacing any that need to be

SCOPE OF SERVICE

Provide lawn care services for AIDT RTP located at

RTP Phase I	RTP Phase II	RTP Phase III
6505 US Hwy 31	6629 U.S. Hwy 31	6569 US Hwy 31
Tanner, Al. 35671	Tanner, Al. 35671	Tanner, Al. 35671

1. 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.
2. The Contractor is responsible for payroll of employees in the service of this contract plus all related payroll taxes and expenses.
3. 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.
4. 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.
5. The Contractor will assume all liability for employees while working on the AIDT site.
6. The Contractor will assume all liability for any injuries suffered by any person in connection with the Contractor's equipment or vehicles.
7. The Contractor will be responsible for supervision of their personnel while on AIDT premises.
8. The Contractor will provide the AIDT representative with a business telephone number and personal contact to handle additional requests and services.
9. The contractor will invoice AIDT monthly in arrears for lawn services. AIDT will make payment net 30 following the period of service.

1. 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. Or Email all invoices to: invoices@aidt.edu.**
2. 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 (vendor or sub-contractor)
 - d. Contractor's Proposal Form
 - e. Vendor Agreement
 - f. Qualification Statement
 - g. Disclosure Statement

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 and may need to be performed on alternate dates due to special events
- Lawn Service will **be performed during RTP normal business hours**, 7:00 am - 4:30 pm, Monday –Thursday and 7:00 am - 1:00 pm, Friday.
- Specific services and service schedule follow on separate pages
- *Services requested will be listed as weekly, monthly, quarterly and as needed*

*******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 **Chris Brown at (334) 280-4428 or email cbrown@aidt.edu**.
6. Prior visits for estimate purposes are not acceptable for this bid.
7. Any previous site visits or price estimates will not be considered for this bid's bidding purposes.

SCHEDULE OF SERVICES

	Weekly	Monthly	Quarterly	As Needed
I. <u>WEEKLY SERVICE</u>				
1. Mow all turf areas around Phase 1, 2 and 3	✓			
2. Edge all hard and soft edges including sprinkler control valves	✓			
3. Blow off entrances, stairs, deck, sidewalks, parking lots, outside break area, etc.	✓			
4. Weed-eat or hand-weed all areas including landscape areas around Phase 1, 2 and 3	✓			
5. Pick up trash on grounds, parking lot and break areas.	✓			
6. Report damage/deterioration of any area	✓			
7. Mow all other grass areas in front of and between Phase I, II and III all the way to the North entrance of Phase II. This includes all of the fenced in area behind Phase II and the area around large Pecan Trees behind Phase II.	✓			
8. Perform a walkthrough with AIDT staff member after work is performed.	✓			

SCHEDULE OF SERVICES

	Weekly	Monthly	Quarterly	As Needed
II. <u>MONTHLY SERVICE</u>				
1. Maintain weed and insect control (<i>ants, grub worms, and any other pests</i>).		✓		
2. Mow the field south of Phase 1 and mow the track area north of Phase 2.		✓		
3. Apply Round Up and remove all weeds		✓		
III. <u>QUARTERLY</u>				
1. Pre-Emerge application.			✓	
2. Fertilize turf, trees, landscaping and ground cover.			✓	
3. Replace/install/trim seasonal flowers and shrubs at Phase 1, 2, and 3.			✓	
4. Replace dead plants, shrubs, and bushes at Phase 1, 2 and 3.			✓	
5. Remove, replace and maintain mulch and pine straw in all landscaped areas including areas around trees at Phase 1, 2, and 3. (This will mean removing the old much and replacing it with new. We do not want the new mulch placed on top of the old mulch)			✓	

6. Bush hog/mow ditches to allow line of sight for oncoming traffic.			✓	
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SCHEDULE OF SERVICES

	Weekly	Monthly	Quarterly	As Needed
IV. <u>AS NEEDED (Determined by AIDT)</u>				
1. Cut down and remove encroaching limbs around perimeter of the property				✓

CONTRACTOR'S PROPOSAL

Proposal: Total for services as described in Schedule of Services

Section I – Weekly Services

Mow all turf	\$_____ per wk
Edge all hard and soft edges	\$_____ per wk
Blow all applicable areas	\$_____ per wk
Weed-eat/hand weed all applicable areas	\$_____ per wk
Pick up trash in all applicable areas	\$_____ per wk
Report damage/deterioration of breakwater areas	\$_____ per wk
Inspect and repair or replace broken/damaged pipes and sprinkler heads	\$_____ per wk
Walkthrough 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
Bush Hog/mow ditch at west entrance	\$_____ qrtly
Install and maintain seasonal color	\$_____ qrtly
Replace dead plants, shrubs, and bushes	\$_____ qrtly

Quarterly Services Total.....\$_____

CONTRACTOR'S PROPOSAL

Proposal: Total for services as described in Schedule of Services

Section IV –As Needed Services (Determined by AIDT)

Cut and remove limbs around property \$ _____

Cut brush back 5 feet on each side of boardwalk to Austal \$ _____

As Needed Services Total\$ _____

Bid Total\$ _____

Company Name _____

FEIN _____

Date _____