



**2601 Carson Road
Birmingham, Alabama 35215-3098**

**Bid Invitation #21-008
Bid for Chilton - Clanton Campus Janitorial Services**

Bid Opening Date:	December 21, 2020
Bid Opening Time:	2:00 P.M
Bid Opening Location:	George Wallace Hall Room #115
Submit bid proposal to:	Jefferson State Community College JSCC Bid #21-008 Attention: Ann Cimalore George Wallace Hall Room #100 2601 Carson Road Birmingham, Alabama 35215

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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. *"All bids shall be sealed when received"* (Alabama Code § 41-16-54). Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.
2. Bids must be received prior to bid opening date and time. Late bids will not be considered.
3. All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign bid in ink.
4. Prices submitted on the bid must remain effective for a period of thirty (30) days for complete bid evaluation.
5. Jefferson State Community College 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 a manner which appears to be in the best interest of Jefferson State Community College. Bids may be awarded to multiple bidders.
6. 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.
7. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
8. Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.
9. The responsibility of determining the acceptability of any products offered rests solely with Jefferson State Community College.
10. 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.)
11. 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.
12. 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.
13. 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
14. All bidders are required to complete a Disclosure Statement. Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama more than \$5,000. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to the college.
15. 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.
16. All bids must be notarized.
17. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to Ann Cimalore, Purchasing Coordinator, 2601 Carson Road, Birmingham, AL 35215-3098, at least seven (7) days prior to bid opening. Questions can also be submitted via email at purchasing@jeffersonstate.edu Answers to such requests will be given to all recorded bidders, in addendum form, which will be included as part of the contract documents.
18. When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified.
19. Bid prices are to remain in effect from award date December 2020 through November 30, 2021.
20. 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. JSCC and the vendor must agree in writing for the contract extension.
21. Jefferson State Community College may cancel this agreement at any time with 30-day written notice.
22. Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials.
23. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful bidder at no additional charge.
24. 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.
25. 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.

26. The bidder acknowledges, and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Jefferson State Community 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 Jefferson State Community College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Jefferson County, Alabama.
27. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-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.
28. These terms and conditions shall supersede any contrary language in any agreement entered 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.
29. As an entity of the State of Alabama, the parties recognize and agree that Jefferson State Community College cannot and will not agree to indemnify any party to a contract resulting from this bid.
30. 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.
31. 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.
32. Jefferson State Community College reserves the right to purchase per availability of funds.
33. All applicable shipping and handling costs must be included in the pricing submitted with the bid.
34. Jefferson State Community College will not accept prepay terms for the items and services in this bid.
35. 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.

NONRESIDENT BIDDER INFORMATION

Public Works Bids

Section 39-3-5 of the Alabama Code 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.)

Personal Property or Contractual Services Bids

Section 41-16-57 of the Alabama Code Provides as Follows:

(b) 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.

VENDOR CERTIFICATION BY ALABAMA DEPARTMENT OF REVENUE

Certification Pursuant to Alabama 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 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, us, 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 a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

“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.”

**ACKNOWLEDGEMENT OF RECEIPT FORM
REQUESTS FOR BID #21-008**

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 Page 20.

The acknowledgement of receipt should be signed and returned by the vendor no later than the close of business on **December 10, 2020**. 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 _____

(Must Circle One) Firm **does or does not** 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.

Jefferson State Community College
Attention: Ann Cimalore
2601 Carson Road
Birmingham, Alabama 35215-3098

Form may be faxed or emailed to the attention of Ann Cimalore

FAX# 205-856-7781

Email address: acimalore@jeffersonstate.edu

Bid Specifications for Bid #21-008 Chilton - Clanton *Campus Janitorial Services*

Jefferson State Community College is requesting bids from qualified contractors to provide custodial personnel and services at the following location

**Chilton-Clanton Center and Performing Arts Building
1850 Lay Dam Road
Clanton, AL 35045.**

Pre-Bid Conference

There will be a mandatory pre-bid conference for Bid #21-008.

You must sign an attendance form at the pre-bid conference for qualification to submit a proposal.

A building/grounds tour will be conducted following the conclusion of the pre-bid conferences.

A mandatory pre-bid conference will be held on Wednesday December 9, 2020, at 10:00 A.M. at the Jefferson State Community College, Chilton-Clanton, Main Lobby, at 1850 Lay Dam Road, Clanton, AL 35045.

Please visit the following website for driving directions to the above location.

<http://www.jeffersonstate.edu/maps/index.aspx>

All responses to this bid invitation must adhere to the format outlines in the "General Conditions and Instructions to Bidders" as stated in page two (2) and three (3) of the bid.

The contract will be between Jefferson State Community College, known as the "College" and the successful bidder known as the "Contractor" for the complete custodial services.

The Contractor must furnish all labor, materials and equipment required to perform the custodial services outlined in this bid.

If any vendor contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he/she must submit questions in writing to Ann Cimalore via email at acimalore@jeffersonstate.edu or by mail at the following address Jefferson State Community College, Attn: Ann Cimalore 2601 Carson Road, Birmingham, AL 35215

Vendor must have been in the cleaning business for a minimum of three (3) years.

Vendor must provide with bid, a list of at least three (3) accounts similar in size and quality of cleaning to this proposal. Provide name of contract, address, telephone number and name of the authorized personnel contact for the company. Jefferson State Community College reserves the right to contact these businesses, institutions, etc. Failure to comply may result in rejection of proposal.

Responsibilities of Contractor:

The Contractor must furnish all supervision, all cleaning personnel, all equipment, all supplies (except those stated in this invitation), all tools, and other materials as required for custodial services.

The Contractor will maintain a work force of sufficient size to do all the work as scheduled. Scheduled work that is done unsatisfactorily will be corrected by the contractor by the end of the next shift, at no additional cost to the College.

During the day hours, Contractor will be responsible for cleaning classrooms, restrooms, offices, restocking bathroom supplies and handling any cleaning emergencies. These persons' schedule should be approximately 2:00 PM to 6:00 PM.

During evening hours, Contractor will be responsible for cleaning classrooms, restrooms, offices, restocking bathroom supplies, handling any cleaning emergencies, and cleaning boards prior to 6:00 PM. During night hours, Contractor will be responsible for maintaining all floors, removing all trash, all high and low dusting, heavy restroom cleaning, restocking restrooms after night classes, turning off lights and securing the building. These persons' schedule should be approximately 10:00 PM to 6:00 AM.

Emergency personnel must be available 24 hours a day, 7 days a week for an hourly charge.

The Contractor is responsible for reporting, in writing, within 48 hours the occurrence of damage to college property. Report is given to the Coordinators. Failure to report the damage within the specified time may be cause for termination of contract.

The Contractor will bear the full responsibility for all risk of loss for equipment damage, including that owned or leased by Jefferson State and money or product loss resulting from vandalism or theft.

The Contractor will save, keep harmless, and defend Jefferson State Community College, its employees and agents against any and all liability, claims costs of whatsoever and kind and nature for injury to or death of any person or persons and loss of damage to any property (College or otherwise) occurring in connection with or in any way incident arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or part from the negligent acts or omissions of Contractor, employee, agent or representative of Contractor.

All contractual responsibilities assumed by the contractor must be done by the contractor or his/her designated representative.

Contractor will be responsible for handling replacements for absenteeism, maintain an adequate supply of cleaning materials, inspecting the work frequently and communicating with the Coordinators.

The Contractor will maintain control of his/her employees while on Campus. Any employee whose work performance or conduct is objectionable will be immediately removed from the College premises at the request of the Coordinator.

Utilities and Facilities:

The Contractor will accomplish the cleaning of buildings listed herein in a manner such that it will not interfere with other scheduled activities and he/she must confine his/her equipment and operation of his/her personnel to the location established by these specifications. College holidays will be excluded from cleaning services provided under this contract.

The Contractor will be responsible for the repair of damage to building interior and exterior which may be caused by workmen or equipment being used during the period of this contract. All such repairs will be made to meet College requirements and to the satisfaction of the Coordinators.

The College will furnish all utilities to the contractor at existing outlets. Any modifications to existing outlets for the Contractor's convenience will be at the Contractor's expense. Prior approval for any alteration must be obtained from the Coordinators. Any work will be approved then arranged by the Coordinators and the costs will be charged to the Contractor.

Storage for Contractor's cleaning materials and equipment will be available in janitorial closets. It will be the Contractor's responsibility to maintain the storage area in a neat and orderly manner. The College will not be responsible for losses, which may be incurred due to theft and/or vandalism.

Electrical power for light and small tool operation may be obtained without cost to Contractor from existing utilities within the building as directed by the College.

Offices and classrooms are not to be used for break and dinner periods.

The Contractor's employees must observe the College's no smoking policy at all times.

The Contractor will be furnished keys to the building included in this contract and will be held responsible for their misuse. Any lost keys will be paid for by the Contractor. Any rekeying of buildings necessitated by keys being lost by the Contractor will be paid for by the Contractor. Final payment will not be made on termination of the contract, until all keys have been returned to the college. No unauthorized personnel will be allowed in the facilities by the Contractor. It will be the Contractor's responsibility to secure all windows and doors when leaving the facility.

The Contractor must ensure that his/her employees do not use any office equipment, radios, televisions or other equipment located in the facilities.

Personnel, Employment Practices, and Scheduling

All matters pertaining to the recruitment, screening, hiring, and retention will be the exclusive responsibility of the Contractor.

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, or gender.

Only those personnel who have been properly trained shall be assigned duties under this contract.

All personnel must be dressed in a manner authorized by the Contractor. The personnel must be neat and clean in appearance. Uniforms must be worn which fully identify the worker as a member of the Contractor's workforce; shirts and smocks are acceptable.

The Contractor will provide Jefferson State Community College Security Office with a list of employees' name, social security number, date of birth, gender, and address.

Personnel relations of employees on the Contractor's payroll will be the Contractor's responsibility. The Contractor must comply with all applicable government regulations related to employment compensation and payment of personnel.

Personnel of the Contractor must observe all regulations of the College.

The Contractor must supply the Coordinators, at the beginning of the contract, with a complete list of employees, supervisors and management by assigned work areas. As changes are made in personnel, a written notice must be provided to the Coordinators.

All Contractor's employees assigned to this contract must be trained in and abide by safe work habits, safe use of cleaning chemicals, safe use of cleaning equipment, the use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment, be able to recognize hazardous or other materials that are not allowed for use in this contract, and comply with government regulations.

The Contractor is responsible for enforcing the security rules and regulations of the campus as they apply to his/her employees. In addition, the contractor must inform his/her employees of the following: 1) no guns, knives, or other weapons are allowed on campus, 2) no illegal drugs, or other prohibited substances, including alcohol, are allowed on campus.

The Contractor's personnel are prohibited from bringing guests (family members, friends, etc.) with them to the worksite (Jefferson State Facility) during working hours.

Equipment:

All Contractor furnished equipment must be engraved or otherwise permanently identified, so that ownership can be readily determined.

All electrically operated equipment must possess proper grounding capabilities and must be grounded when in use.

The procurement and maintenance of all equipment will be the Contractor's sole responsibility. Any equipment unsuitable for use must be removed from the College's premises.

All equipment must be maintained properly, and kept in clean, working condition.

Material Safety Data Sheets for all chemicals used must be furnished to the college.

A listing of chemicals and equipment, which will be used by the Contractor, must be submitted to the Coordinators for approval prior to initial service under the contract. Changes may be made only after authorization is received from the Coordinators.

Material Furnished by Owner:

The College will provide from its storeroom (by submission of a Purchasing Requisition Form from the Contractor to the Coordinators) hand soap for dispensers, paper towels and toilet tissue for dispensers.

The College will furnish and replace all light bulbs.

The College will furnish a location for use by the Contractor in the removal of wastepaper, trash debris, etc.

Performance Evaluation:

Performance evaluation will be made by the Coordinators. The intent is to document those areas where cleaning services are not satisfactory and to serve as written notification to the vendor that corrective actions are required.

The Contractor will be responsible for correction of all discrepancies, which may have been found during the inspections by the College's representative. Corrective action must be made by the end of the next shift, at no additional cost to the College.

Insurance:

The Contractor must always provide insurance during the contract period the following insurance coverage:

1. Workman's Compensation including Employer's Liability – Statutory Limits
2. Comprehensive general liability for bodily injury - \$1,000,000 each accident
3. Comprehensive general liability for property damage - \$1,000,000 each accident
4. Comprehensive automobile including owned and non-owned – bodily injury liability and property damage liability - \$1,000,000 umbrella

The comprehensive general liability must include contractual liability, personal injury liability and products liability. The definition of products hazard shall be amended by endorsement to delete the requirement for an injury and damage to occurrence "away from premises."

The comprehensive general and comprehensive automobile liability policy shall be endorsed to indicate that the "persons insured" provision is amended to include Jefferson State Community College personnel.

The comprehensive general liability policy shall be endorsed to indicate the deletion of the property damage exclusion covering property “occupied by or rented to the insured, property used by the insured or property in the care, custody of the insured.”

If the Contractor fails to maintain and keep in force the insurance and Workmen’s Compensation as herein provided, the College shall have the right to cancel and terminate the established contract forthwith and without notice. The Contractor will advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until notified coverage requirements are revised. Insurance certificates indicating the required minimum coverage and signed by Alabama Resident Agent must be furnished by the Contractor to the Chilton-Clanton Coordinators prior to contract award.

TERM OF CONTRACT

Contract period is December 2020 through November 30, 2021. The contract may be extended for up to two additional years (with two (2) one (1) year renewal options).

The services described below apply to the Chilton-Clanton Center & Performing Arts Building.
All services must be scheduled so that classes and events are not disrupted.

SCHEDULE OF DAILY SERVICES

Section A – FLOORS

1. All composition floors will be swept and/or dusted with chemically treated dust mops nightly. Spillage, damp cleaned as needed.
2. All carpet floors will be spot vacuumed daily.
3. All entrance mats will be vacuumed, and spillage removed by damp cleaning where possible.
4. Entrance areas and corridors will be given special attention daily.

Section B – RECEPTACLES

1. All waste receptacles will be emptied, and trash placed in assigned containers. Liners will be furnished from client’s stock or by Contractor for an additional charge.

Section C – RESTROOMS

1. All cleaning will be done using a disinfectant type cleaning detergent to assure a maximum level of sanitation.
2. All floors will be cleaned and sanitized.
3. Mirrors will be cleaned and dry polished.
4. All stall partitions, tile walls, and pipes will be washed or damp cleaned as needed.
5. All commodes, urinals and basins will be scoured with disinfectant.
6. All waste receptacles will be emptied and cleaned.
7. All tissue, towels and soap dispensers will be filled from stock provided by JSCC.
8. All metal dispensers will be cleaned and shined.

Section D - Glass

1. All doors and entrance plate glass will be spot cleaned nightly.

Section E – MISCELLANEOUS

1. Minimum light will be used while work is in progress.
2. Turn off all lights when nightly cleaning is completed.
3. All drinking fountains will be cleaned with disinfectant cleanser and dry polished.
4. Breakroom will receive daily attention.
5. Clean all chalkboards and wipe boards.
6. Pick up cigarette butts at areas adjacent to all entrances.
7. Keep janitorial room clean and odor free daily.
8. All classrooms trash shall be emptied daily. Thoroughly cleaned weekly. (IE: Floors throughout mopped, high dusting, desks wiped down...)
9. Empty all outside trash containers daily.

Section F – EMERGENCY SERVICES

1. Emergency cleaning or special services not included in the service schedule will be provided on request for an additional charge. Emergency labor for other purposes is available on request for extra charge.

Section G – SCHEDULE OF PERIODICAL SERVICES

1. All composition floors in corridors and entrances will be spray buffed or dry polished weekly.
2. **All composition floors will be stripped and refinished once per year (during the Christmas Holidays). *Dry stripping is not acceptable during the strip and wax process. Upon completion of this service, Contractor shall notify the Director of Maintenance or Housekeeping Supervisor for inspection and approval.**
3. All ledges, sills, moldings, baseboards, chair rails, and other areas will be dusted weekly.
4. All handprints and smudges will be removed from doors, door frames, and lights switches where the paint will not be damaged by cleaning.
5. All windows will be washed inside and outside on a frequency determined by Jefferson State Community College. This work will be done by the late shift cleaners for no extra charge.
6. Dust desks, filing cabinets, bookcases, chairs, tables, shelves and other office furniture, and office machines will be dusted with dust control treated cloths weekly.
7. All carpeted floors must be vacuumed using an upright vacuum with beater bar on a weekly basis. All carpeted floors will be shampooed on the same schedule as the stripping and waxing.
8. All offices must be thoroughly cleaned on a weekly basis, i.e., floors mopped or vacuumed, and office thoroughly dusted.

MISCELLANEOUS:

Jefferson State CC reserves the right to purchase per the availability of funds.

Services may be canceled by either party upon 30 days' written notice of cancellation.

BID QUOTES

No bidder shall stipulate any conditions not required on the bid form. Bids must be submitted on the form provided to ensure complete uniformity of wording of all proposals. Place quotes on the following page

Bid Transmittal Form for JSCC Bid #21-008

1. Please state quote monthly for the annual service at the Chilton-Clanton City Center and Performing Arts Building

\$ _____

2. Hourly charge for Emergency Personnel 24/7 (if needed).

\$ _____

JSCC Bid #21-008

Date: _____

The undersigned agrees to furnish to Jefferson State Community College and deliver the above in complete accordance to specifications herein listed and at the above listed prices. The undersigned also has the authority to enter this agreement.

Signed: _____

Printed: _____

Company: _____

Phone: _____

Street Address: _____

Email Address: _____

Immigration Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting therefrom.

JSCC Bid #21-008

Date: _____

Name of Company (please type or print in ink)

Authorized Signature (sign in ink)

Title (please type or print in ink)

Typed/Printed Name of Signature

VENDOR DISCLOSURE STATEMENT

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 more than \$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: 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 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 able 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 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 17-16-2, 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.



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.

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
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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.)

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
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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.)

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
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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.