



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

Bid Invitation #21-003

**Bid for Jefferson Campus Floor Cleaning Services
George Wallace Hall, Lurleen Wallace Hall, Allen Library and Bethune Deramus**

Bid Opening Date: October 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 #21-003
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 2002-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. A Vendor Disclosure Statement 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, Financial Services, 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 October 2020 through September 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 into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
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 according to 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 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, 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 into 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 #21-003**

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 19.

The acknowledgement of receipt should be signed and returned by the vendor no later than the close of business on **October 7, 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 JSCC Bid #21-003
Bid for Jefferson Campus Floor Cleaning Services
George Wallace Hall, Lurleen Wallace Hall, Allen Library and Bethune Deramus

Jefferson State Community College is requesting bids from qualified contractors to provide floor cleaning services at the following location

Jefferson Campus for GWH, LWH, AL, BDH
2601 Carson Road
Birmingham, AL 35215

Pre-Bid Conference

There will be a mandatory pre-bid conference for Bid #21-003.

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. The floor cleaning services will be conducted at four (4) buildings located at the Center Point Campus. The buildings are the George Wallace Building, Lurleen Wallace Building, Allen Library Building, and Bethune Deramus Building.

A mandatory pre-bid conference will be held on Wednesday, October 7, 2020 at 10:00 a.m. in the Maintenance Building on the Jefferson Campus of Jefferson State Community College. 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) 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 2601Carson 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. Jefferson State Community College reserves the right to contact these businesses, institutions, etc. Failure to comply may result in rejection of proposal.

The contract will be between Jefferson State Community College, known as the “College” and the successful bidder known as the “Contractor” for the floor cleaning services at the Jefferson Campus.

The floor cleaning services will be conducted at four (4) buildings located at the Center Point Campus. The buildings are the George Wallace Building, Lurleen Wallace Building, Allen Library Building, and Bethune Deramus Building.

I. Description of Services

Contractor will provide the labor, equipment, materials and supplies necessary to maintain the floor cleaning services at the locations specified. **Contractor shall provide a workforce sufficient to provide cleaning on the schedule listed in this bid or the contract will be terminated, and this performance will be considered in awarding future bids.** Contractor will also provide the supervision and management necessary to complete these services in a timely and efficient manner.

A. VCT/Vinyl Tile

1. All corridors, hallways, entrance ways, stairwell landings and elevator flooring must be dust mopped and spot mopped on a nightly basis (Monday-Friday). All corridors, hallways, entrance ways, stairwell landings and elevator flooring must be wet mopped with a neutral cleaner on a weekly basis. All corridors, hallways, entrance ways, stairwell landings, and elevator flooring must be spray buffed monthly.
2. All classrooms and science labs must be dust mopped and spot mopped on a nightly basis (Monday-Friday). All classrooms and science labs must be wet mopped with a neutral cleaner on a monthly basis. All classrooms and science labs must be sprayed and buffed in the month of **June**.
3. All bathrooms must be machine cleaned on a monthly basis.
4. All VCT Tile must be stripped and waxed applying five coats of wax **yearly during Christmas break** using Johnson product Vector Floor Finish with at least 18% solids or school approved comparable product that will not yellow or discolor.

B. Carpets

1. All carpeted areas must be spot vacuumed on a nightly basis.
2. All carpeted areas must be fully vacuumed with an upright vacuum with beater bar on a weekly basis.
3. All carpeted areas in high traffic areas must be pile lifted and bonnet cleaned using a non-residual cleaner on a monthly basis.
4. All carpeted areas must be pile lifted and extracted on an annual basis.
5. All carpet cleaning must include a Pile Lifting System
6. Extraction Method must utilize a system with a product that has a PH 9.5 – 10.5. Dilution ratio of two (2) ounces to five (5) gallons of water. Product to contain anti-foaming agents, corrosion inhibitors, and shall have a fragrance of citrus or a proven, comparable system.
7. Bonnet method must be low moisture, water based, non-residual cleaning system.

- C. Terrazzo Flooring
 1. All corridors, hallways, entrances, and stairwell landings must be dust mopped and spot mopped on a nightly basis (Monday – Friday) and wet mopped with a neutral cleaner on a weekly basis. All corridors, hallways, entrances, and stairwell landings must be spray buffed monthly.
 2. All classrooms and science labs must be dust mopped and spot mopped nightly (Monday – Friday) and wet mopped with a neutral cleaner on a weekly basis. All classrooms and science labs must be spray buffed in the month of **June**.
 3. All terrazzo flooring must be stripped and waxed applying five coats of wax **yearly during Christmas break** using Johnson product Vector Floor Finish with at least 18% solids or school approved comparable product that will not yellow or discolor.
- D. LVT Flooring
 1. All LVT must be dust mopped and spot cleaned with a neutral cleaner nightly (Monday – Friday) using a micro-fiber pad. LVT must be cleaned on a weekly basis using a neutral cleaner **(absolutely no harsh chemicals or mop and mop bucket)** with a clean micro-fiber pad. Magic Eraser can be used on hard to clean spots. **DO NOT WAX**
 2. All LVT corridors, hallways, entrances, and any open areas must be cleaned using an auto-scrubber machine with a soft pad on a semi-monthly basis.

II. GENERAL REQUIREMENTS AND GUIDELINES

- A. Contractor shall furnish quality floor cleaning services for the areas identified on the attached Bid Form. It is our intent to select a contractor who will provide quality, cost effective floor cleaning services and materials, will perform self-appraisal of performance and contract compliance, and will report through a designated representative.
- B. Contractor shall be responsible for all floor cleaning services at the referenced facilities and shall provide all necessary labor and materials to maintain the specified areas in a clean, healthy, safe and attractive condition. Contractor agrees to provide “quality floor cleaning services” that shall mean the application of the highest quality commercially accepted methods, workmanship and materials. This shall include the use of proper knowledge, skills, materials, and equipment on a timely basis to maintain the facility in a neat, clean, safe and healthy manner. Contractor understands that performance level and fulfillment of the contract will be measured. All of the contractor’s work must be inspected and verified by Jefferson State personnel on a daily basis.
- C. Contractors bid shall include all applicable local, state and federal taxes, permits, and government fees, licenses and inspections necessary for the proper and complete performance of the contract. Contractor and Contractor’s employees shall use approved equipment, follow safety standards, and possess all insurance, licenses (including a valid Contractor’s License) and permits required to perform the work under this contract.
- D. Contractor understands the sensitive nature of providing services to and agrees to abide by all safety and security procedures required by the College. Appropriate safety equipment where required shall be utilized. Contractor’s employees shall be required to carry proper identification with both the name of Contractor and employee’s name. Contractor’s employees shall also wear a uniform, smock or other identifying clothing with name of Contractor clearly identifiable. Contractor will notify the College of any damage, vandalism or maintenance work required, which is observed during the routine work.
- E. Contractor will employ only qualified operators and workmen who are skilled in the performance of

floor cleaning work. There shall always be at least one person on the site able to communicate fluently in English, answer questions and respond effectively to the College representative and personnel. All Contractor employees must be United States citizens or legal residents. Contractor shall not knowingly allow employees convicted of a felony or any other criminal charge, other than minor traffic violations, to perform on site services required by this contract. Further, Contractor is responsible for conducting drug testing, and security or background checks to comply with all requirements. Employees of the Contractor shall always be neatly groomed and attired.

- F. Contractor shall be responsible for any loss, theft or damage to property caused by Contractor, its employees and / or agents including money, merchandise, fixtures, equipment, or any school property.
- G. The working hours for floor cleaning services will be limited to evening hours and as often as required to maintain the proper appearance of property as set forth in the Request for Proposal. Extreme caution shall be exercised by Contractor to minimize disrupting the work of College employees, students and visitors. Working hours will be determined by the director of maintenance.
- H. Scheduled work that is done unsatisfactorily will be corrected by the Contractor at no additional cost to the College. The Contractor will bear the full responsibility for all risk of loss and equipment damage resulting from vandalism or theft.
- I. 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 kind and nature for injury to or death of any person or persons and for loss or damage to any property (College or otherwise) occurring in connection with, in any way incident to, or 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.
- J. All contractual responsibilities assumed by the Contractor must be done by the Contractor or his/her designated representative.
- K. 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 a Campus Director.
- L. This bid may be awarded as a whole or in part.
- M. The contractor's personnel are prohibited from bringing guest (family members, friends, etc.) with them to the worksite (Jefferson State Facility) during working hours.
- N. Material Safety Data Sheets for all chemicals used must be furnished to the campus police and maintenance departments for required posting in the buildings.
- O. Emergency services must be available 24/7.

A minimum of three references MUST be furnished with the sealed bid. References should be for the same type and size of work as outlined in the bid specifications. References should include contact persons with their phone numbers.

Offices and classrooms are not to be used for breaks.

The Contractor must ensure that his/her employees do not use any office equipment, radios, televisions, or other equipment located in the facilities without authorization from the Campus Directors.

The Contractor is responsible for enforcing the 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 procurement and maintenance of all equipment will be the Contractor's sole responsibility. Contractor is required to furnish all equipment and supplies required to complete the work as described in specifications.

The college will provide from its storeroom hand soap for dispensers, paper towels, and toilet tissue for dispensers. The college will furnish a location for use by the Contractor in the removal of garbage, trash, debris, etc.

Performance evaluation will be made by the Director of Maintenance on a periodic basis.

III. INSURANCE REQUIREMENTS

- A. The Contractor must provide at all times 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 product liability. The definition of products hazard shall be amended by endorsement to delete the requirement for the injury and damage to occurrence "away from premises."

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. *Insurance certificates indicating the required minimum coverage and signed by an Alabama Resident Agent MUST be furnished with sealed bid.*

IV. TERM OF CONTRACT

Contract period is Award Date through September 30, 2021. The contract may be extended for two additional years (with two (2) one (1) year renewal options) if both the college and contractor agree to the extension in writing.

V. Buildings Inspection Opportunity

- A. Bidders are required to inspect the project sites and take measurements for their use prior to submitting the bid in order to determine all requirements associated with the contract. Failure to do so will not relieve the successful bidder from the necessity of furnishing and installing, without additional cost to the college, any materials and equipment or performing any labor that may be required to carry out the intent of the resulting contract. The College Management will conduct a grounds tour for all bidders **following the pre-bid conference**. Each bidding firm may bring up to two (2) individuals to this tour.

- B. All responses to this invitation to bid must adhere to the format outlined in the “Instruction to Bidders” and “General Conditions for all JSCC Bids” as stated in the cover letter of 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 CC, Attn: Ann Cimalore 2601 Carson Road, Birmingham, AL 35215

**JSCC BID #21-003 BID TRANSMITTAL
FOR JEFFERSON FLOOR CLEANING SERVICES
GEORGE WALLACE, LURLEEN WALLACE, ALLEN LIBRARY AND BETHUNE DERAMUS**

Total Monthly Fee: \$ _____

Optional Items: Price per square foot for carpet cleaning and VCT tile stripping and waxing that are not scheduled in the description of services section of this bid.

Carpet \$ _____

VCT \$ _____

Terrazzo \$ _____

JSCC Bid #21-003

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: _____

Collusion/Fraud Statement

I certify that I have read the General Conditions and Instructions to Bidders of the 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

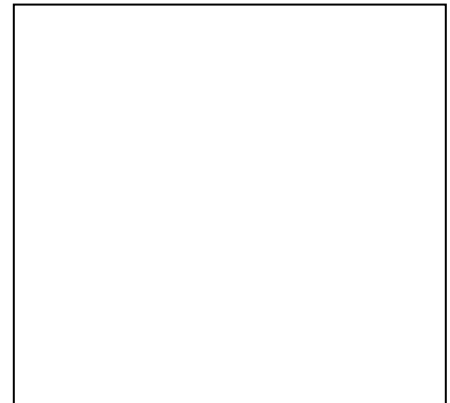
Fax Number

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 list the qualification status below:

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 #21-003

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 2002-955 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 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 into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2002-955.

Pursuant to Act 2002-955, 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 2002-955

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 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

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

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.)

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.