



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

**Bid Invitation #23-002
Bid for Grounds Maintenance for Shelby Campus**

Bid Opening Date: April 11, 2023
Bid Opening Time: 2:00 P.M.
Bid Opening Location: George Wallace Hall Room #100

Submit bid proposal to: Jefferson State Community College
JSCC Bid #23-002
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 the 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 the 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 and provide documentation of enrollment in the E-Verify program. 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 the award date May 2023 through April 30, 2024.
20. The contract may be extended for a period of two additional years if no changes are made to 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 days' 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 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 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 #23-002**

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 22.

The acknowledgement of receipt should be signed and returned by the vendor no later than the close of business on **April 3, 2023**. 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 emailed to the attention of Ann Cimalore

Email address: acimalore@jeffersonstate.edu

Bid Specifications for JSCC Bid #23-002 Grounds Maintenance for Shelby Campus

Jefferson State Community College (JSCC) is now accepting bids for grounds maintenance at the following location:

Shelby Campus
4600 Valleydale Road
Birmingham, Al. 35242

Pre-Bid Conferences

There will be a mandatory pre-bid conference for Bid #23-002.

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

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

A mandatory pre-bid conference will be held on Tuesday, April 4th, 2023, at 10:00 a.m. at Jefferson State Community College, Shelby-Hoover Campus, General Studies Building Main Lobby, at 4600 Valleydale Rd., Birmingham, AL 35242.

The contract will be between Jefferson State Community College, known as the “College” and the successful bidder(s) known as the “Contractor” for the ground’s maintenance service at the Shelby Campus.

I. Description of Services

The contractor will provide the labor, equipment, materials and supplies necessary to maintain quality landscaping service at the location specified. Contractor will also provide the supervision and management necessary to complete these services in a timely and efficient manner. The contractor shall make personal contact with the designated representative monthly to discuss the services provided, satisfaction with the service provided, and any other necessary business.

A. General Scope of Work

1. Specific work may not be required weekly during the non-growing season. However, a weekly visit is required to the site to collect and remove trash, blow off the parking lots, drive through lanes, and inspect the site.
2. The contractor shall provide a typewritten one-year maintenance program manual specifying weekly and monthly landscape maintenance tasks schedules covering all areas of responsibilities specified in the Request for Proposal. The contractor shall also submit for approval a schedule showing when major work items are to be performed.
3. Contractors shall provide protection for Client employees, customers, visitors, and the public when working on landscape, sidewalks, driveways, parking lots or near building and building entrances.
4. Contractor shall monitor and appraise its own performance based on this contract, the objective being to measure the effectiveness of the landscape maintenance program. The Contractor will be available for a monthly walk through of the site with a college representative or as necessary.
5. The Contractor shall be on call for emergency maintenance (down or storm damaged trees, irrigation system breaks, etc.) and shall furnish a 24-hour emergency number through which the Contractor can be located and dispatched to the site.
6. Contractor shall submit an hourly labor rate. The Hourly Rate is for additional services and labor not listed in the specifications.
7. All equipment necessary to provide the specified services will be provided and maintained by the Contractor.
8. Contractor agrees to repair or replace all damage to client property caused by equipment or employees of Contractor. Damage to any irrigation parts, or other utility equipment existing in landscaped areas caused by the Contractor's employees or equipment shall be repaired or replaced by the Contractor at its cost, immediately after such damage.
9. Contractor shall provide a list of all chemicals proposed for use in performing landscaping services, including the name of the product, proposed strength, and proposed application schedule. The list shall include all fertilizers, herbicides, pesticides, and any other chemicals used and shall be accompanied by Material Safety Data Sheets (MSDS).

10. The contractor is responsible for all fire ant control in all lawn, parking lot / pavement, tree and shrub beds, and seasonal color beds.
11. This description of services is a guide only and is not meant to be construed as the only task that will need to be done. It is mandatory that a task schedule check list be submitted each month. This form will state the campus at which the work was performed, the actual tasks performed broken down by date. The form must be legible and signed by a company official. Email check list visits (time, date & tasks) to:
Robert Hyde @robert.hyde@jeffersonstate.edu.

B. Turf Maintenance

1. All turf areas shall be mowed to an appropriate mowing height for the time of the year and as required to maintain neat, attractive, and healthy conditions. Mowing frequency may vary with season of year but shall be performed as often as necessary to maintain proper height while removing no more than 30 percent of the total turf height each mowing, a minimum of once per week during the growing season. No fewer than 42 mowing's in a 12-month period. All mowing equipment shall have sharp cutting edges for clean cuts. Mowing patterns shall be changed regularly to avoid rutting. Debris shall be removed from turf prior to mowing if shredding of the debris will affect the appearance of the turf. Sidewalks and paved areas shall be blown or swept free of grass and dirt after every mowing.
2. If the turf becomes sparse or barren due to Contractor neglect during the period of maintenance, Contractor shall repair turf to its previous condition and to the College satisfaction. Turf areas shall always be kept as green and healthy as possible in all areas to maintain a high level of appearance.
3. At the start of the growing season, turf areas will be dethatched to stimulate growth and discourage disease. Aeration of sod areas shall occur once each year during mid spring or late summer using approved aeration equipment manufactured for this specific purpose.
4. All turf adjacent to walkways, driveways, curbs, trees, shrubs and flower and planting beds, etc. shall be power edged (no string trimmers), periodically to assure a crisp, clean edge. Turf adjacent to all sprinkler heads, tree wells, valve boxes and quick couplers shall be trimmed as needed to maintain a clean appearance and good irrigation coverage. Chemical defoliant or herbicides (i.e., "Round Up will not be used as an "edger" in these areas).
5. Excess and visible grass clippings shall be removed after mowing to enhance overall turf appearance and to prevent matting, clumping and thatch buildup. The final mowing / raking pattern shall present a neat appearance.
6. Care shall be taken when mowing to avoid obstructions such as trees, shrubs, utility boxes, signage, buildings, etc. The contractor shall be responsible for damage caused by its mowing activities.

7. Soil tests shall be conducted at each site and the recommended program of soil treatment and fertilization shall be submitted within thirty (30) days of the contract award date. The program recommended will address correction of soil deficiencies, replenishing necessary soil nutrients and maintaining a healthy green appearance of turf without excessive growth that would lead to thatch buildup. The contractor's bid shall include the cost of materials and application for soil treatment and fertilization program recommended.

8. All weeds shall be chemically killed, with approved chemicals, and removed or removed by hand, on a planned rotation schedule, from lawns, plant beds, walkways, parking lots, pavement cracks, and other ground areas including rights-of-way. Pre-emergent crabgrass control will be applied to turf in the spring. A broadleaf weed killer shall be applied to turf at least twice a year, or as appropriate for the southern grasses. Hand pulling or application of post emergent weed killers shall be performed during regular visits to control weeds in bedding areas and on all paved surfaces. Weed control applications shall be implemented in a timely manner.

9. Contractor will warrant and represent that every chemical substance delivered herein shall be on the list of chemical substances, or have been submitted for inclusion on such list, as compiled by the Administrator Environmental Protection Agency pursuant to the Toxic Substances Control Act.

10. The contractor is to monitor all pest problems and immediately report and findings to the Assistant Director of Maintenance.

C. Parking Lot/Pavement/Grounds Maintenance

1. A regular cleaning of the entire grounds shall be performed 1 time per week. All paper, trash, leaves, twigs, branches, dead plants, and other objectionable materials shall be picked up and removed from the premises. All sand, gravel, dirt, and mud shall be thoroughly swept from all paved areas and disposed of off-site.

2. The contractor shall not allow landscaping debris and trash to accumulate in any area. Parking lots and shrub beds shall be kept free of debris and trash. On each visit, leaves, debris, paper, rubbish, and other objectionable materials shall be removed from all planted areas, parking lots, driveways, sidewalks and walkways. All waste materials generated by Contractor's landscape maintenance operations will be disposed of off-site by Contractor. All catch basins, drainpipes, storm drains and open culverts of storm sewers will be checked for proper runoff and cleaned as needed.

3. All weeds shall be removed by hand or chemically killed by approved chemicals, and removed regularly from walkways, parking lots, pavement cracks, and any other paved areas including rights-of-way. Hand pulling or application of post emergent weed killers shall be performed during regular visits to control weeds in bedding areas and on all paved surfaces. Weed control applications shall be implemented in a timely manner.

D. Tree and Shrub Care

1. In the event of storm damage, Contractor shall be prepared to provide an immediate cost estimate to remove all felled or broken trees and branches and secure same from causing property damage. These costs must be approved prior to performance.
2. Contractor shall maintain a 12" to 18" cleared circle around each tree, if not cleared; the turf will be mowed up to the tree. Contractor shall repair, replenish and maintain all such areas mulched with bark, wood chips or other mulching material as required to touch up bare spots and washed-out areas. Once a year areas should be completely re-mulched to maintain a thickness of 2 ½ - 3 inches. Mulched areas include all tree and shrub beds, tree circles and parking lot islands presently mulched. These areas will be checked by the Contractor and additional mulch added, if necessary, during each scheduled visit to the location. The initial cost for mulching, necessary to bring the sites up to the standards required, must be included in the monthly bid prices.
3. All weeds shall be chemically killed and removed or removed by hand from all cleared tree circles and shrub beds. Pre-emergent crabgrass control will be applied to tree areas in the Spring. Hand pulling or application of post emergent weed killers shall be performed during regular visits to control weeds in cleared tree circles and shrub beds. Weed control applications shall be implemented in a timely manner. Weed control applications shall consist of the following:
 - a. Two applications of approved chemical pre-emergent.
 - b. Continued applications during the growing season of chemical contact spray (Round Up or approved equal)
 - c. Hand weeding during the period from March 1 thru September 30 to remove all visible weeds
 - d. Weed program to continue during the winter months to remove visible weeds.
4. Contractor will warrant and represent that every chemical substance delivered herein shall be on the list of chemical substances, or have been submitted for inclusion on such list, as compiled by the Administrator Environmental Protection Agency pursuant to the Toxic Substances Control Act.
5. A written list of any dead, dying or damaged trees and overgrown shrubs shall be provided by the Contractor within thirty (30) days of contract award and by September 1st of each subsequent contract year. Contractor will include recommendations and associated costs for removing, replacing, or repairing such trees and shrubs. No work shall be performed without prior written approval.
6. Trees and shrubs damaged by the Contractor shall be removed and replaced in kind at Contractor's cost within thirty (30) days of discovery. Contractor shall use only trees and shrubs which are guaranteed for a period of one (1) calendar year. Contractor agrees to replace any dead, stunted or damaged trees and shrubs under warranty within thirty (30) days of discovery or as determined depending on the time of year. Replacement plants shall be comparable in size to the lost plant or shall be approved if smaller. The Contractor will repair grades and other work necessitated due to planting removal and replacements.

D.2. Tree and Shrub Care

1. Trees under 15 feet tall, and shrubs shall be fertilized at least twice yearly in early Spring and late Fall. Where color, health or growth of trees and shrubs is not acceptable, additional applications of liquid fertilizer shall be used.
2. All trees under 15 feet tall shall be pruned twice yearly to remove all dead and damaged limbs, crossing branches, and maintain their natural shape and form without disrupting their growth pattern. One pruning shall occur well in advance of the generally accepted storm season. Good pruning techniques, such as heading back and thinning out will be used to maintain proper balance of foliage. All vines shall be pruned as needed but at least annually to keep from interfering with turf, trees, shrubs, pavement, roof parapet, canopy awnings, doors, and windows. Trees more than fifteen (15) feet in height, in need of shaping and trimming shall be charged as extras with prior approval.
3. All trees and shrubs shall be regularly inspected for pests and treated as required for pest control and disease. Preventive measures shall be taken to minimize pests. All chemical control materials shall be provided by the Contractor.
4. Trees and shrubs shall be pruned, trimmed and shaped as needed to encourage intended growth, maintain a pleasing natural appearance and to prevent obstruction of curbs, sidewalks, parking areas, streetlights and signs. Shrubs shall not be clipped into boxed or balled forms unless such is required. Trees will be pruned as necessary to develop proper branching. All pruning cuts shall be made in a proper manner. Tree pruning shall conform to International Society of Arboriculture (ISA) standards.

E. Irrigation Repairs

1. All irrigation repairs and replacement will be treated as an extra charge and invoiced separately. However, the Contractor will be required to provide the following service:
 - a. The Contractor will be responsible for reviewing the irrigation system weekly and noting any deficiencies and reporting to the College representative.
 - b. No work can be performed without written approval from a representative of Jefferson State CC.

F. Seasonal Color

1. **Three** color beds are to be planted two times per year with 4-inch pot size annual bedding plants.
Specific plant types to be determined and approved prior to installation.

ROTATION	SIZE	SPACING
Summer Annuals	4-inch pot	12 inches O.C.
Fall Pansies	4-inch pot	10 inches O.C.

2. Installation of Seasonal Color will be in accordance with the Landscape Specification Guidelines for the local area and includes the following:
 - a. Preparation of existing planting beds by loosening soil to depth to 8 inches.
 - b. Organic matter will be spread over the bed area to depth of 1 inch
 - c. Time released high phosphate with systemic insecticide fertilizer; will be applied over the bed at the rate of 3 pounds per 100 square feet.
 - d. The bed will be mulched to a minimum depth of 1 inch with shredded pine bark mulch.
 - e. The previous color rotation will be removed.
3. Contractor will provide floricultural management to ensure seasonal color is maintained in a healthy, vigorous condition throughout their normal flowering period. The cost for this service to be included with the cost of the flower installation and should include the following services:
 - a. Fertilization – Plants will be fertilized with a combination of liquid and granular fertilizers. Fertilizers will contain a high level of phosphorous to promote root growth and flower production.
 - b. Mulching and Weed Control- Mulch levels will be monitored, and material added to maintain a fresh, manicured appearance. Weeds will be removed manually as needed.
 - c. Deadheading- Spent blossoms will be removed from appropriate flowering annuals on a weekly basis to promote vigorous flowering and maintain the plant in its most attractive form.

Color Bed Locations

1. **The sign on the left as you turn off of Valleydale Road over by the General Studies Building.**
2. **The sign in front of the Health Science Building.**
3. **Stairs at the front entrance of General Studies Building.**

II. GENERAL REQUIREMENTS AND GUIDELINES

- A. Contractor shall furnish quality landscaping services for the areas identified on the attached Bid Form. It is our intent to select a contractor who will provide quality, cost-effective landscaping services and materials, will perform self-appraisal of performance and contract compliance, and will report through a designated representative. The information in the Request for Proposal provides general guidelines for performance.
- B. Contractor shall be responsible for all landscaping 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 landscaping service" 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. The contractor understands that performance level and fulfillment of the contract will be measured.
- 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. The contractor will notify the College of any damage, vandalism or maintenance work required, which is observed during the course of the routine work.
- E. Contractor will employ only qualified operators and workmen who are skilled in the performance of landscaping work. There shall be always 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. The 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 shall make reasonable efforts through security or background checks to comply with all requirements. Employees of the Contractor shall be neatly groomed and always attired.
- F. The working hours for landscaping services will be limited to daylight hours and as often as required to maintain the proper appearance of the 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. No power equipment (mowers, trimmers, power shears, etc.) are to be used in the immediate vicinity of the buildings between the hours of 8 a.m. and 12 noon Monday thru Friday.
- G. 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.

- H. 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.
- I. All contractual responsibilities assumed by the Contractor must be done by the Contractor or his/her designated representative.
- J. 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.

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. Provide the name of the 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. Vendors currently under contract with Jefferson State Community College will be exempt from the references.

The College will furnish all utilities to the Contractor at existing outlets.

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.

Contractor shall be responsible for any loss or damage to property caused by Contractor, its employees and / or agents including money, merchandise, fixtures, equipment, and plants.

The procurement and maintenance of all equipment will be the Contractor's sole responsibility.

Performance evaluation will be made by the Landscape & Grounds Director on a periodic basis.

The Owner and its representatives shall be the sole judge of the Contractor meeting the requirements set forth. The Owner's decision in determining qualified General Contractors shall be final.

The Contract will begin when accepted by both parties. This bid may be awarded as whole or in part.

PROJECTS THAT ARE EQUAL OR EXCEED \$50,000

Any projects that are equal to or exceed \$50,000 in value, before commencing the work, will require a performance bond with a penalty equal to 100 percent of the amount of the contract price. In addition, another bond, payable to Jefferson State shall be executed in the amount of 50 percent of the amount of the project with the obligation that the contractor shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond. These bonds shall be executed within the requirements set forth in the Code of Alabama 1975, Title 39, Chapter 1.

Insurance:

The Contractor must always provide 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 Shelby Campus Coordinators prior to contract award.

The contractor shall at their own expense maintain insurance of such types and in such amounts as are necessary to cover their responsibilities on a project of the character contemplated under this agreement.

Certificate of insurance must be provided to the college before work can commence.

MISCELLANEOUS:

Jefferson State CC reserves the right to purchase according to the availability of funds. Services may be canceled by either party upon 30 days' written notice of cancellation.

Bid Transmittal for JSCC Bid #23-002 Grounds Maintenance for Shelby Campus

The bidders may bid in part or in whole on the items up for bid.

Please state quotes on 1-year (12 month) basis

Shelby Campus Grounds Maintenance \$ _____

Shelby Campus Grounds Hourly Rate \$ _____

JSCC Bid: #23-002

Date: _____

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

Signed: _____

Printed: _____

Company: _____

Phone: _____

Street Address: _____

Email Address: _____

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 #23-002

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

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.

Section 41-16-85, *Code of Alabama* 1975 requires that 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: 401 Adams Avenue, Suite 280, Montgomery, Alabama 36104. 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(26) and 36-25-1(27), *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(26) and 36-25-1(27), *Code of Alabama* 1975. However, Section 41-16-81 (5), *Code of Alabama* 1975 has not been codified to reflect such updates.)

Section 36-25-1(26), *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 parttime 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(27), *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.

(Revised May 2019)



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.