



One Technology Court, Montgomery, Alabama 36116
Telephone: 334-242-4158

Ed Castile
Director

Don Carson
Business Manager

Invitation to Bid 863
AIDT Montgomery Center Janitorial Service (Rebid)

Mandatory Building Inspection:	Date: December 4, 2009	Time: 1:00 PM
Bid Must Be Received Before:	Date: December 10, 2009	Time: 4:00 PM
Bid Opening:	Date: December 11, 2009	Time: 10:00 AM

Submit bid proposal to: AIDT Bid Number 863
Attention: Janet D-Goodwin
One Technology Court
Montgomery, AL 36116

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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. *“All bids shall be sealed when received”* (The Code of Alabama 1975, Section 41-16-54) Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service **must be identified on front of the envelope in the lower left corner with the bid number, opening date and time indicated**. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.
2. Bids must be received prior to bid receive date and time indicated on the bid. Late bids or improperly submitted bid will not be considered.
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. AIDT reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institute. Bids will be awarded in the best interest of AIDT.
5. This proposal is to be made without connections with any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.
6. Bid prices are not to include tax. AIDT, a state government institution, is specifically exempted by law, from paying Alabama Sales Tax. This exemption is found in Section 40-23-4 (a) (11), Code of Alabama, and it further explained in the Sales & Use Tax Rule 810-6-3-.69.02.
7. Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.
8. AIDT terms and conditions and the laws of the State of Alabama shall govern any contract resulting from this bid.
9. The responsibility of determining the acceptability of any products offered rests solely with AIDT.
10. 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.
11. 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.
12. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to AIDT, Attn.: Janet D-Goodwin, **One Technology Court, Montgomery, Alabama 36116**, or email jgoodwin@aidt.edu at least five (5) days prior to bid opening. Answers to such requests will be given to all recorded bidders, in addendum form, which will be included as part of the contract documents.
13. All bids must be notarized.

14. References in the specifications to name brands, catalog numbers, etc are for identification purposes only and in no way are intended to eliminate or discourage the offering of substitute items which exceed or equal the specifications.
15. When brand name or catalog number is not stated by the bidder, it is understood the offer exactly as specified. If bidding a substitute item bidder must provide specifications for the item (s) bidding.

SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

16. **VENDOR RESPONSIBILITY:** It is the responsibility of all bidding vendors to read this entire bid from beginning to end and to comply with all instructions, specifications and terms and conditions of the bid.
17. **BID IDENTIFICATION:** Reference Page 2, Item 1, Due to the Postal Service putting bar code labels on envelopes, it conceals the bid number and date if the vendor has written them other than the lower left corner, therefore the bid would be rejected for not being properly identified.
18. **REQUESTED INFORMATION:** Any additional information requested from a vendor must be furnished within **(3) days** from receipt of request. Failure to furnish information within time frame above will result in bid rejection. Requested documentations in **Items 22-25** must be submitted with bid proposal.
19. **AWARD METHOD:** Award will be made “All or None” to the lowest responsible bidder meeting all specifications of bid for either three (3) or five (5) days depending on the availability of funds.
20. **DURATION OF BID:** Bid prices on items awarded to successful bidder(s) will remain in effect for not less than 12 months with 4-1 year extension options(s) from the date the bid is awarded. After the 12 months with 4-1 year extension options period, the bid will continue to be in effect for as long as the successful bidder(s) honor prices quoted, terms and conditions on their awarded items AND provided the original price quotes continue to save money for AIDT and both parties agrees. Any successive extension must have written approval of both AIDT and the vendor no later than 30 days prior to expiration of the previous 12-month period. Contract period dates will vary depending on the award date of the bid. The maximum length of time for this bid to be in effect is 5 years. AIDT reserves the right, without a penalty to terminate this service contract upon the third written letter notifying the vendor of deficient services being performed; and to cancel/limit services if funding becomes unavailable (due to budget cuts).

- 21. **NOTE TO VENDOR:** Failure to submit documentations in **Items 22-25** with bid proposal will result in bid rejection.
- 22. **SUBMIT WITH BID PROPOSAL- VENDOR REFERENCES:** All vendors must submit with their bid proposal a minimum of **three business references** for similar work experience/services requested in this bid. The list must include the **company name, business type, complete physical address, phone and fax number, a contact person, their job title, phone and fax number, email address, and period service was performed.** Failure to include references of similar scope of work and formatted listed above will cause your bid to be rejected
- 23. **SUBMIT WITH BID PROPOSAL:** All vendors must submit with their bid proposal a copy of their **current state, county or city business license, general contractor’s license or applicable license** as required by law.

General Contractor’s License No.: _____

Type of G.C. License _____

- 24. **SUBMIT WITH BID PROPOSAL:** All vendors will be required to complete and submit with their bid proposal a **Disclosure Statement** filled out in its entirety as required by Act 2001-95. Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The Vendor Disclosure Statement is included in the bid proposal and can also be found on AIDT’s website: <http://aidt.edu/bids/index.html>.
- 25. **SUBMIT WITH BID PROPOSAL:** All vendors must submit with their bid proposal a copy of their **General Liability (umbrella) insurance**, or the bid will be rejected. The coverage must be in effect for the contract period. The copy must show amount limits for automobile, workmen’s compensation, etc. (applicable for the delivery of materials, supplies, etc.). Vendor is responsible for all losses/damages caused by its employees.

*******IMPORTANT INFORMATION*******

For specification and procedural questions, contact AIDT Purchasing Agent: Janet Goodwin @ (334) 280-4415 or jgoodwin@aidt.edu.

NONRESIDENT BIDDER INFORMATION

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

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

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

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

(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.)

VENDOR CERTIFICATION BY ALABAMA DEPARTMENT OF REVENUE

Certification Pursuant to Act Number 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and Local sales, use, and/or lease tax on all taxable sales and leases into Alabama. **By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act Number 2006-557,** they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

ACKNOWLEDGEMENT OF RECEIPT FORM REQUESTS FOR BID

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

The acknowledgement of receipt should be signed and returned by the vendor no later than the close of business on **November 25, 2009**. Only potential vendors who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all offers or written questions and written responses to those questions as well as RFB amendments and or addendums, if any are issued.

Firm _____

Represented by _____ Title _____

Email _____

Phone Number _____ Fax Number _____

Address _____

City _____ State _____ Zip _____

Signature _____ Date _____

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

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

AIDT ITB **863**
Attention: Janet D-Goodwin
One Technology Court
Montgomery, Alabama 36116

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

Or

Emailed to jgoodwin@aidt.edu

SPECIFICATIONS

Bid 863-AIDT Montgomery Center Janitorial Service

SCOPE OF SERVICE

1. Provide custodial/janitorial services for facilities located at One Technology Court, and Fifteen Technology Court, Montgomery, Alabama, 36116, three (3) days a week on **Monday, Wednesday and Friday** or five (5) days a week on **Monday thru Friday**.
2. The contracted service includes the bidder providing all equipment and supplies necessary for the cleaning/janitorial services.
3. Contractor to provide any and all materials needed to perform the work as outlined in this request.
4. AIDT will not provide equipment and or supplies necessary to perform the services (vacuum cleaners, dust cloths, furniture polish, etc.)
5. All supplies listed are at the expense of the contractor.
6. AIDT will not reimburse the cost for the janitorial supplies.
7. AIDT will provide toilet paper, hand towels, hand soap, air fresheners and trash can liners. No other supplies will be furnished by AIDT.
8. The contractor is required to keep all dispensers filled with appropriate supplies provided by AIDT.
9. The contractor is responsible for payroll of employees in the service of this contract.
10. The contractor is responsible for all payroll taxes for employees in service of this contract.
11. The Contractor will assume all liability for employees while working on AIDT site.
12. The Contractor will assume all liability for any injuries suffered by any person in connection with the Contractor's equipment or vehicles.
13. The Contractor will be responsible for supervision of their personnel while on AIDT premises.
14. The Contractor will provide AIDT representative with a business telephone number and personal contact to handle additional requests and services.

15. The contractor will invoice AIDT monthly in arrears for custodial/janitorial services. AIDT will make payment on or before the 15th of each month following the period of service. Mail all invoices to: **AIDT, Attention: Finance Accounts Payable, One Technology Court, Montgomery, Alabama 36116.**
16. The Contractor must provide AIDT with a signed and dated monthly summary report on the 1st Monday of each month that includes a full listing of services performed weekly, monthly and quarterly. This list must include the type of services performed, date of services and name of employee (s) who performed services. **Documentation must be either mailed to AIDT, Attention: Linda Sherrill, One Technology Court, Montgomery, AL 36116 or emailed to lsherrill@aidt.edu.**

ACCESS HOURS/WORK SCHEDULE

1. Schedule: **Monday, Wednesday and Friday Services:**
Monday and Wednesday services to be performed between the hours of 4:30 pm and 8:30 pm. **Friday** services to be performed after 1:30 pm.

Monday thru Friday Services:
Monday thru Thursday services to be performed between the hours of 4:30 pm and 8:30 pm. **Friday** services to be performed after 1:30 pm.
2. Successful bidder will be provided a list of holidays that will be observed.
3. Cleaning will not be performed on holidays.
4. Services requested will be listed as daily, weekly, monthly or quarterly.
5. Specific services and service schedule follow on separate pages.
6. AIDT reserves the right, without a penalty to make modification to the service schedule. If modifications are made AIDT will provide the vendor with a revised schedule.
7. In case a modification is necessary, AIDT and the vendor will recalculate the monthly cost based on services requested and bid pricing.
8. Services requested will be listed as daily, weekly, monthly and quarterly as needed billed in arrears.
9. AIDT will work with vendor to establish a schedule that is compatible with vendor and the work schedule for AIDT employees. The suggested schedule is subject to change to achieve the most efficient work schedule.

CONTRACT PERIOD

1. Contract will be awarded for the period: January 1, 2010 through September 30, 2010.
2. Contract may be extended for four-one year periods by mutual agreement.
3. Dates will vary depending on the award date of the bid.
4. AIDT reserves the right, for its convenience and without cause and without a penalty, to terminate the contract upon a thirty (30) day written notice.
5. The Contractor may terminate services upon delivery of a written thirty (30) day notice to AIDT, Attention: Linda Sherrill.

FACILITY INFORMATION

1. Three (3) one story structures; Administration Offices, Training Center, Print Shop and Warehouse
2. Two Restrooms in Administration, Two Restrooms in Training Center and One Restroom in Warehouse area
3. One Receptionist Area in Administration Building
4. Two Lobby Areas – one each in Administration and Training Center
5. Approximately 14,932 square feet of carpeted areas.

*****Important Notice*****

BUILDING INSPECTION REQUIREMENTS

1. A mandatory building inspection shall be required before submitting a bid.
2. All prospective bidders are required to perform an inspection of the property prior to submitting a bid.
3. A sign in form will be provided for all attendees.
4. Only bidders attending the inspection may submit a bid proposal. For more information on the facility inspection or direction to the site, call Ms. Linda Sherrill at (334) 280-4404 or email at lisherrill@aidt.edu.
5. Buildings Inspection: **Friday, November 20, 2009 @ 1:00 pm an inspection of the facilities (One Technology Court, and Fifteen Technology Court, Montgomery, Alabama, 36116) will be done for all prospective bidders.** Only vendors that attend the inspection and sign the attendance form will be considered as qualified bidders. All interested vendors must attend this site visit at the appointed date and time.
6. Prior visits for estimate purposes are not acceptable for this bid.
7. Any bid submitted by a non-compliant bidder shall be rejected.
8. Any previous site visits or price estimates will not be considered for this bid's bidding purposes.

SCHEDULE OF SERVICES

	Daily	Weekly	Monthly	Quarterly
I. GENERAL AREAS - PRIVATE OFFICES, LOBBY, CLASSROOMS, LARGE CONFERENCE ROOM AND INVENTORY OFFICE				
Empty Wastebaskets / Trash cans; wash if needed, reline and dispose of trash in designated areas	√			
Dust all furniture including but not limited to desks, chairs, tables and file/storage/book cabinets	√			
Clean and sanitize telephones	√			
Clean and sanitize drinking fountains	√			
Clean interior/exterior glass doors in all areas	√			
Dust mop resilient and hard floors	√			
Vacuum carpeted floors and rugs	√			
Clean desk tops	√			
Clean reception lobby glass including front door and any other partition or door glass	√			
Clean all dry erase boards in classrooms	√			
Spot clean spills and stains on carpet, resilient floors and floor mats when needed	√			
Remove dust and cobwebs from ceiling, baseboard, corner, and wall areas		√		
Dust all surfaces including sills, ledges, moldings, shelves, picture frames, ducts, blinds, etc.		√		
Vacuum fabric furniture		√		
Spot clean furniture			√	

	Daily	Weekly	Monthly	Quarterly
II. WASHROOM/RESTROOMS				
Clean, sanitize, and polish all fixtures, including toilet bowls interior and exterior areas to the floor, urinals, and hand basins /lavatories	√			
Clean all glass and mirrors	√			
Empty all containers and disposals, insert liners, clean and sanitize all containers	√			
Empty and sanitize interior of sanitary containers	√			
Clean and refill all dispensers to normal limits – napkins, soap, tissue, towels, liners, deodorizing units, and sanitary supplies	√			
Sweep, damp mop, and sanitize hard floor	√			
Dust all surfaces including sills, moldings, ledges, shelves, frames, ducts, heating outlets		√		
Clean all walls, doors, and partitions		√		
III. EATING, BREAKROOM, VENDING AND KITCHEN AREA				
Damp clean and sanitize table tops, seats, and back of chairs	√			
Empty all containers and disposals. Empty trashcans and replace liners. Wash and sanitize exterior & interior of all containers as need.	√			
Clean and sanitize sinks	√			
Clean doors, frames, light switches, handles, and walls	√			
Clean interior and exterior of microwave oven	√			
Empty recycle bins and replace liners. Wash and sanitize exterior & interior of all containers		√		

	Daily	Weekly	Monthly	Quarterly
III. EATING, BREAKROOM, VENDING AND KITCHEN AREA (Continues)				
Load used/dirty dishes, cups, plates, coffee pots, etc. into dishwasher and run complete wash cycle. Unload dishes, cups, plates, etc and place in cabinets	√			
Damp clean pedestals or legs		√		
IV. FLOORS – RESILIENT AND HARD OFFICE AND CLASSROOMS				
Dust and damp mop	√			
Scrub to remove scuff and heel marks; refinish to maintain protective coating and gloss			√	
Strip clean, refinish, and machine polish-Fridays only after 1:00 pm				√
V. WINDOWS				
Clean ALL exterior windows				√
Clean ALL interior windows				√
VI. SHOP/WAREHOUSE-DOWNSTAIRS AND UPSTAIRS				
Empty Wastebaskets / Trash cans; wash if needed, reline and dispose of trash in designated areas	√			
Dust all furniture including but not limited to desks, chairs, tables and file/storage/book cabinets	√			
Clean and sanitize telephones	√			
Clean and sanitize drinking fountains	√			

	Daily	Weekly	Monthly	Quarterly
VI. SHOP/WAREHOUSE-DOWNSTAIRS AND UPSTAIRS (Continues)				
Spot clean spills and stains on carpet, resilient floors and floor mats when needed	√			
Dust all surfaces including sills, ledges, moldings, shelves, picture frames, ducts, blinds, etc.	√			
Spot clean furniture	√			
Vacuum fabric furniture		√		
Wash and sanitize trash cans-Office areas only		√		
Dust and Damp mop floors – Office areas only		√		
Strip clean, refinish, and machine polish-Fridays only after 1:00 pm in offices areas only				√
VII. PRINT SHOP				
Empty wastebaskets / trash cans and recycle bins; wash if needed, reline and dispose of trash in designated areas	√			
Sweep floor	√			
VIII. GENERAL				
Notify building contact of any irregularities (i.e. defective plumbing, unlocked doors, lights left on, restroom supplies)	√			
Turn off all lights except those to be left on, lock all doors and set alarm	√			
Empty Cigarette urn/containers outside each entrance; wash if needed, and dispose of trash in designated areas		√		

CONTRACTOR'S PROPOSAL

Bid 863- AIDT Montgomery Center Janitorial Services (Rebid)

Three (3) Day Services-Monday, Wednesday and Friday

SUBMIT YOUR BID ON THIS SPECIFICATION SHEET

Proposal:

- Monthly service fee to perform daily, weekly and monthly services described in
- Section I- General Areas - Private Offices, Lobby, Classrooms, Large Conference Room and Inventory Office
- Section II –Washroom/Restrooms
- Section III – Eating, Breakroom, Vending and Kitchen Area
- Section IV –Floors
- Section VI –Shop/Warehouse
- Section VII – Print Shop
- Section VIII – General

Monthly total for above services as described..... \$ _____

Annual total for above services as described \$ _____

Quarterly Services:

Section IV – Strip and Wax Floors..... \$ _____

Annual total for above services as described \$ _____

Section V – Windows \$ _____

Annual total for above services as described \$ _____

Section VI – Strip and Wax Floors, Shop/Warehouse..... \$ _____

Annual total for above services as described..... \$ _____

Bid Total..... \$ _____

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

Company Name _____ FEIN _____ Date _____

Address: _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Person submitting bid typed/printed name _____

Signature _____ Job Title _____ Email _____

CONTRACTOR'S PROPOSAL

Bid 863- AIDT Montgomery Center Janitorial Services (Rebid)

Five (5) Day Services-Monday thru Friday Janitorial Services

SUBMIT YOUR BID ON THIS SPECIFICATION SHEET

Proposal:

- Monthly service fee to perform daily, weekly and monthly services described in
- Section I- General Areas - Private Offices, Lobby, Classrooms, Large Conference Room and Inventory Office
- Section II –Washroom/Restrooms
- Section III – Eating, Breakroom, Vending and Kitchen Area
- Section IV –Floors
- Section VI –Shop/Warehouse
- Section VII – Print Shop
- Section VIII – General

Monthly total for above services as described..... \$ _____

Annual total for above services as described \$ _____

Quarterly Services:

Section IV – Strip and Wax Floors..... \$ _____

Annual total for above services as described \$ _____

Section V – Windows \$ _____

Annual total for above services as described \$ _____

Section VI – Strip and Wax Floors, Shop/Warehouse..... \$ _____

Annual total for above services as described..... \$ _____

Bid Total..... \$ _____

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

Company Name _____ FEIN _____ Date _____

Address: _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Person submitting bid typed/printed name _____

Signature _____ Job Title _____ Email _____

QUALIFICATION STATEMENT

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

Name of Company (please type or print in ink)

Authorized Signature (sign in ink)

Complete Address for Mailing Purchase Order and Payment

Typed/Printed Name of Signature Above

City State Zip Code

Title (please type)

Telephone Number

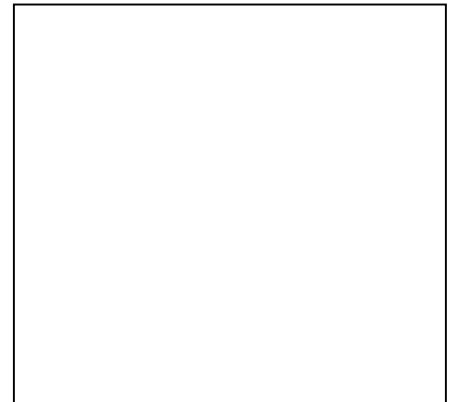
Fax Number

NOTARIZATION

Sworn and subscribed before me this the _____ day of _____, _____

Notary Public Signature

My commission expires (date)



MINORITY INFORMATION

If this business is minority owned please qualify status below:

STATE BOARD POLICY – DISCLOSURE STATEMENT

POLICY NAME:	205.04: Disclosure of Employment of Relatives
EFFECTIVE:	01-25-07
SUPERSEDES:	
SOURCE:	Alabama State Board of Education Action Item IX.A.2. dated January 25, 2007
CROSS REFERENCE:	

1. DEFINITIONS

- A. **Employing Authority.** For the purposes of this policy, Employing Agency includes: the Chancellor of the Alabama Department of Postsecondary Education, a member of the Alabama State Board of Education, a President of an Alabama College System college or university, a System-level Director of any other Alabama College System agency, entity, or department, including CITY Program, Skills Training Consortia, Alabama Industrial Development Training Institute and Alabama Technology Network.
- B. **Relative.** For the purposes of this policy, Relative includes the following: spouse, dependent, adult child and his or her spouse, parent, spouse’s parents, sibling and his or her spouse, of an Employing Authority.

2. EMPLOYMENT OF RELATIVE

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

3. REPORTING

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

VENDOR DISCLOSURE STATEMENT INFORMATION AND INSTRUCTIONS

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition 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 2001-955.

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

Definitions as Provided in Act 2001-955

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

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

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

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

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

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

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

Instructions

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

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

VENDOR DISCLOSURE STATEMENT



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

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.



***One Technology Court, Montgomery, AL 36116
Telephone: 334-242-4158***

Ed Castile
Director

Don Carson
Business Manager

ADDENDUM #1

**Invitation to Bid 863
AIDT Montgomery Center Janitorial Service (Rebid)**

MANDATORY BUILDING INSPECTION

Friday, December 4, 2009 @ 1:00 PM

If you have questions please contact Janet D-Goodwin at the address listed above or call 334-280-4415 between the hours of 7:00 a.m. – 4:00 p.m. Monday through Thursday and 7:00 – 1:00 p.m. Friday.