



INVITATION TO BID NO: 10-R-2215196

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

REQ. AGENCY : 006000  
UJS/AOC  
AGENCY REQ. NO. : 076401  
T-NUMBER :  
DATE ISSUED : 12/10/09  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1433406  
BUYER NAME : BERNIE ARANT

INVITATION TO BID

FOR: JUDICIAL BUILDING JANITORIAL SERV/076401 BUYER PHONE NO. : (334) 242-4201-  
JANITORIAL-HEFLIN-TORBERT JUDICIAL BLDG PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:  
DATE: 01/11/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 01/12/10 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: \_\_\_\_\_(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_  
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: \_\_\_\_\_  
INTERNET WEBSITE: \_\_\_\_\_
6. GENERAL CONTRACTOR'S LICENSE NO: \_\_\_\_\_  
TYPE OF G.C. LICENSE: \_\_\_\_\_

\*\*\*\*\* IMPORTANT NOTE: \*\*\*\*\*

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
P O BOX 302620  
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA  
DIVISION OF PURCHASING  
RSA UNION BUILDING  
100 N. UNION ST., SUITE 192  
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_ DAY OF \_\_\_\_\_

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: \_\_\_\_\_

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS

REV: 09/18/09

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

- BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
- RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
- BID RECEIVED LATE
- BID NOT SIGNED/NOT ORIGINAL SIGNATURE
- BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
- NOTARIZED OWN SIGNATURE
- REQUIRED INFORMATION NOT SUBMITTED WITH BID
- FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

CERTIFICATION PURSUANT TO ACT NO. 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 HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 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.

SPECIAL TERMS & CONDITIONS

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INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. 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.

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AWARD:

AWARD WILL BE MADE "ALL OR NONE" TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

PRORATION:

ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.

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INVITATION TO BID

\*\*\*\*\* SPECIFICATIONS 910V01 FOR JANITORIAL SERVICE \*\*\*\*\*

SECTION I: SCOPE

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION, TO MAINTAIN THE FACILITIES IN A CLEAN AND SANITARY CONDITION AND IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS. ALL NIGHTLY SERVICES ARE TO BE PERFORMED FIVE NIGHTS EACH WEEK, AFTER 5:00 P.M. MONDAY THROUGH FRIDAY, UNLESS OTHERWISE SHOWN ON THE BID. SERVICES WILL NOT BE PERFORMED ON OFFICIAL STATE OF ALABAMA HOLIDAYS, UNLESS REQUIRED BY THE DEPT. NO CLEANING OPERATION WILL BE AFTER 12:00 MID-NIGHT WITHOUT WRITTEN PERMISSION BY THE DEPARTMENT.

SECTION II: EXAMINATION OF BUILDINGS:

CONTRACTOR IS TO CONDUCT A THOROUGH AND COMPLETE EXAMINATION OF THE FACILITIES PRIOR TO SUBMITTING A BID. FAILURE OF CONTRACTOR TO COMPLETELY FAMILIARIZE HIMSELF WITH THE BUILDING CONDITIONS AND REQUIREMENTS PRIOR TO SUBMITTING THE BID, WILL NOT RELIEVE THE BIDDER OF THE RESPONSIBILITY IN MEETING THE SPECIFICATIONS. EACH LOCATION YOU DESIRE TO BID, MUST BE SIGNED AND DATED BY THE MANAGER, SUPERVISOR OR PERSON IN CHARGE TO VERIFY YOUR ON-SITE INSPECTION. BY HAVING YOUR BID SIGNED AND DATED BY THE MANAGER, SUPERVISOR OR PERSON IN CHARGE WILL INDICATE THAT THE CONTRACTOR FULLY UNDERSTANDS THE CONDITIONS OF THE BUILDINGS AND THE CLEANING THAT IS REQUIRED TO DO A SATISFACTORY JOB.

SECTION III: TECHNICAL ASSISTANCE:

CONTRACTORS ARE TO HAVE AN ADEQUATE SERVICE ORGANIZATION WITH LOCAL REPRESENTATIVES AND CLEANING PERSONNEL. THE SERVICE REPRESENTATIVES MUST BE EMPLOYED BY THE CONTRACTOR OR DESIGNATED BY HIM AS THEIR AUTHORIZED REPRESENTATIVES ON A FULLTIME BASIS AND NOT AS A SUB-CONTRACTOR. THERE WILL NOT BE ANY SUB-CONTRACTING AT ANY TIME.

SECTION IV: SUPERVISORY PERSONNEL:

CONTRACTOR MUST FURNISH COMPETENT AND SKILLED PERSONS TO SUPERVISE AND ASSURE QUALITY AND PERFORMANCE OF THE WORK CREW WITHIN THE TERMS AND CONDITIONS OF THE CONTRACT. A SUPERVISOR MAY BE REQUIRED AT EACH JOB ASSIGNMENT. THERE WILL NOT BE ANY CHILDREN UNDER THE AGE OF SIXTEEN OR PETS ALLOWED DURING CLEANING OPERATIONS. ALL SUPERVISORS MAINTAIN AND CONTROL AN EFFECTIVE INSPECTION AND FOLLOW-UP PROGRAM. CONTRACTOR SHALL SUBMIT PRIOR TO COMMENCEMENT OF CONTRACT A LIST OF ALL MATERIALS TO BE USED IN PROVIDING THE CLEANING SERVICE. DEPARTMENT MAY APPROVE OR DISAPPROVE ANY PRODUCTS TO BE USED. CONTRACTOR IS TO POST THE REGULATIONS GOVERNING HIS EMPLOYEES WHILE IN THE BUILDING, AND ALSO POST A COPY OF THE CLEANING SCHEDULE.

SECTION V: BIDDER QUALIFICATIONS:

IN EVALUATING EACH CONTRACTOR, CONSIDERATION WILL BE GIVEN TO THE FOLLOWING CRITERIA: DEFICIENCY IN ANY OF THE BELOW LISTED AREAS MAY BE ADEQUATE REASON FOR BID REJECTION:

1. THE ABILITY, CAPACITY AND SKILL OF THE CONTRACTOR TO PERFORM THE CONTRACT, OR PROVIDE THE SERVICE REQUIRED AND WITHIN THE SPECIFIED TIME WITHOUT DELAY OR INTERFERENCE.
2. THE CHARACTER, INTEGRITY, REPUTATION, JUDGEMENT, EXPERIENCE AND EFFICIENCY OF THE CONTRACTOR.
3. THE QUALITY OF PERFORMANCE OF PREVIOUS CONTRACTS OR SERVICES, EITHER WITH THE STATE OF ALABAMA OR WITH OTHER CUSTOMERS.
4. THE SUFFICIENCY OF THE FINANCIAL REOURCES AND ABILITY OF THE BIDDER TO PERFORM IN COMPLIANCE WITH THE SPECIFICATIONS.
5. SUCH OTHER INFORMATION AS MAY BE SECURED THAT MAY HAVE A BEARING ON THE DECISION TO AWARD THE BID.

SECTION VI: ITEMS FURNISHED BY THE STATE OR CONTRACTOR:

A. LIGHT TUBES/BULBS WILL BE FURNISHED BY THE STATE AND BE REPLACED

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- BY THE STATE AS NEEDED.
B. AIR CONDITIONING AND HEATING FILTERS WILL BE FURNISHED BY STATE AND CHANGED MONTHLY BY THE STATE.
C. PAPER TOWELS, TOILET TISSUE AND HAND SOAP, WILL BE FURNISHED BY THE STATE.
D. INVOICE TO BE RENDERED IN TRIPPLICATE AT THE END OF EACH MONTH IN ARREARS BY VENDOR.
E. IF CONTRACTOR IS REQUIRED TO WORK ON ANY OFFICIAL STATE OF ALABAMA HOLIDAY, HE WILL BE PAID AT A DAILY RATE FOR THE DAY/DAYS WORKED. THE DAILY RATE BEING THE MONTHLY RATE DIVIDED BY 22. THE NUMBER 22 IS THE AVERAGE NUMBER OF WORK DAYS IN A MONTH. IF THE CONTRACTOR IS REQUIRED TO WORK ON SATURDAY, OR SUNDAY, HE WILL BE PAID THE DAILY RATE. THE CONTRACTOR IS NOT TO WORK ANY OF THESE DAYS WITHOUT WRITTEN PERMISSION BY THE DEPARTMENT.

SECTION VII: CLEANING SCHEDULE TO BE PERFORMED BY CONTRACTOR:

ITEMS APPLY ONLY WHERE APPLICABLE TO THE SPECIFIED LOCATION. CONTRACTOR IS TO CHECK WITH MANAGER AS TO WHAT NEEDS TO BE DONE IF DIFFERENT THAN WHAT IS LISTED BELOW.

N=NIGHTLY W=TWICE WEEKLY M=MONTHLY

- A. OFFICES:
1. EMPTY ASH TRAYS AND WET WIPE. (N)
2. EMPTY WASTEBASKETS. FURNISH LINERS IF REQUESTED. WASTEPAPER AND TRASH WILL BE PUT INTO TRASH CAN/DUMPSTER IN THE MAIN DISPOSAL AREA. RETURN ALL DRINK BOTTLES TO RACK. (N)
3. VACUUM ALL CARPETS. (N)
4. DUST MOP FLOOR, TAKING CARE TO GET UNDER FURNITURE AND INTO CORNERS. (N)
5. SPOT MOP FLOORS TO REMOVE ALL FOREIGN MATTER AND/OR SPILLAGE. (N)
6. CLEAN AND POLISH DRINKING FOUNTAINS. (W)
7. THOROUGHLY DUST ALL HORIZONTAL SURFACES, INCLUDING DESK TOPS, TABLES, FILE CABINETS, WINDOW SILLS, CHAIRS, LEDGES, ETC. (W)
8. REMOVE FINGERPRINTS FROM GLASS TOPPED DESK, DOORS, ETC. (W)
9. REMOVE NOTICEABLE ACCUMULATIONS OF DUST ON CHAIR BOTTOMS, BASE OF COAT RACKS, BOTTOM OF TYPEWRITER STANDS, ETC. (W)
10. REMOVE HAND PRINTS FROM AROUND LIGHT SWITCHES AND DOOR FRAME. (W)
11. DUST ALL TELEPHONES. (W)
12. EMPLOYEES ROOM, FLOOR, COUNTER/TABLE TOP AND SINKS ARE TO BE KEPT CLEAN (N)
13. FRONT & BACK ENTRANCES & SIDEWALKS TO BE KEPT CLEAN. (N)
14. "POLICE" PARKING LOTS OF ALL DEBRIS, IF APPLICABLE. (N)
15. IF JANITORIAL PERSONNEL UTILIZE THE HEATING OR AIR CONDITIONING SYSTEM, THEY ARE TO BE PLACED AT PROPER SETTING BEFORE LEAVING.(N)
16. SUPPLY CLOSETS TO BE KEPT CLEAN & NEAT AT ALL TIMES. (N)
17. DUST ALL VERTICAL SURFACES OF DESK, FILE CABINETS, CHAIRS. (W)
18. REMOVE DUST FROM ALL HARD TO REACH AREAS SUCH AS TIPS OF HIGH CABINETS, PICTURE FRAMES, BASEBOARDS, LIGHT FIXTURES AND ANY OTHER AREAS NOT SERVICED DAILY. (W)
19. WET MOP AND SPOT WAX FLOOR WHERE AREAS SHOW EXCESSIVE WEAR. (W)
20. WASH OUT TRASH RECEPTACLES USING A DISINFECTANT. (W)
21. CLEAN AND SANITIZE TELEPHONES. (W)
22. CLEAN AND POLISH BRIGHT METAL TO HAND HEIGHT. (W)
23. CLEAN ALL GLASS IN PARTITIONS AND DOORS (BOTH SIDES). (W)
24. WASH AND SANITIZE EXTERIOR OF ALL CONTAINERS IN THE RESTROOMS.(W)
25. SPRAY BUFF ALL UNCARPETED FLOORS, EXCEPT THE STAIR WELLS, EVERY OTHER WEEK. (W)
26. CLEAN ALL WINDOW SILLS. (W)
27. VACUUM ALL FABRIC FURNITURE. (M)
28. SWEEP THE FLOOR IN THE STAIR WELLS. (W)
29. CLEAN ALL PANELLING. (W)
B. RESTROOMS: MUST BE CLEANED EVERY NIGHT-ABSOLUTELY REQUIRED (N)

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- 1. EMPTY ALL CONTAINERS AND DISPOSALS. (N)
- 2. CLEAN MIRRORS. (N)
- 3. CLEAN AND DISINFECT TOILETS, TOILET SEATS & URINALS. (N)
- 4. CLEAN AND DISINFECT ALL BASINS. (N)
- 5. REMOVE SPLASH MARKS FROM WALLS AROUND WASH BASINS. (N)
- 6. WIPE TOWEL CABINET COVERS. (W)
- 7. REMOVE FINGERPRINTS FROM STALL DOORS. (W)
- 8. CLEAN ENTRANCE DOOR. (W)
- 9. WET MOP RESTROOMS FLOOR USING A DISINFECTANT. (N)
- 10. EMPTY AND SANITIZE INTERIOR OF SANITARY NAPKIN CONTAINER. (N)
- 11. SPOT CLEAN METAL PARTITIONS, & POLISH BRIGHT WORK. (W)
- 12. DUST METAL PARTITIONS. (W)
- 13. EMPTY AND DAMP CLEAN ASH TRAYS. (N)
- 14. DUST ALL FURNITURE INCLUDING CHAIRS, ETC. (W)
- 15. WASH AND SANITIZE METAL PARTITIONS. (W)
- 16. DUST AND/OR VACUUM VENTS IN CEILING. (W)
- 17. WASH TRASH RECEPTACLES USING A DISINFECTANT. (W)
- 18. CLEAN EXTERIOR OF PLUMBING UNDER SINKS. (W)

C. LOBBY ENTRANCEWAYS AND CORRIDORS:

- 1. DUST MOP FLOORS. WET MOP FLOORS. (N)
- 2. LIFT MAT IN ENTRANCEWAY AND CLEAN UNDERNEATH. (W)
- 3. DUST LEDGES AND MOLDINGS. (W)
- 4. DUST AND CLEAN TO REMOVE FINGERPRINTS FROM ENTRANCE DOOR GLASS. (N)
- 5. SPRAY BUFF HEAVY TRAFFIC AREAS (THIS SERVICE TO BE PERFORMED EVERY OTHER NIGHT).
- 6. SPOT SCRUB AREAS SHOWING EXCESSIVE BLACK MARKS OR SCUFFING AND REWAX. (W)
- 7. CLEAN AND POLISH METAL WORK ON ENTRANCE DOORS. (W)
- 8. DUST AND CLEAN BUILDING REGISTER. (W)

D. PASSENGER ELEVATORS - IF APPLICABLE

CLEAN ALL INTERIOR SURFACES OF THE CAR AND POLISH ALL BRIGHT METAL SURFACES. RESILIENT FLOORS WILL BE CLEANED, DAMP MOPPED, AND SPRAY BUFFED NIGHTLY. RUGS WILL BE VACUUMED NIGHTLY.

E. STAIRWAYS - IF APPLICABLE

SWEEP OR VACUUM STAIR LANDINGS AND STEPS. DUST RAILINGS, LEDGES, GRILLES, FIRE APPARATUS, DOOR AND RADIATORS. (W)

SECTION VIII: SEMI-ANNUALLY - UNLESS OTHERWISE SPECIFIED IN BID.

(FIRST SERVICE TO BE PERFORMED BETWEEN THE MONTHS OF OCTOBER AND MARCH, SECOND SERVICE BETWEEN THE MONTHS OF APRIL AND SEPTEMBER.

- 1. THOROUGHLY STRIP, RINSE AND APPLY TWO COATS OF FINISH TO ALL FLOORS.
- 2. SHAMPOO OR STEAM CLEAN ALL CARPETS. METHOD USED IS TO DEPEND UPON THE TYPE OF CARPET. (SOME PLACES REQUIRE 4 TIMES DURING CONTRACT PERIOD).
- 3. DUST ALL CORRIDOR WALLS UP TO THE CEILING WITH UNTREATED MOP OR VACUUM.
- 4. LIGHT FIXTURES TO BE CLEANED THOROUGHLY.
- 5. CLEAN ALL WINDOWS.
- 6. VACUUM DRAPES.
- 7. DUST ALL BLINDS.
- 8. CLEAN ALL BASEBOARDS THOROUGHLY.

SECTION IX: ADDITIONAL SERVICES: WILL BE ON THE INDIVIDUAL BID.

UPON COMPLETION OF WORK EACH NIGHT, LIGHTS ARE TO BE TURNED OFF (EXCEPT THOSE DESIGNATED TO BE LEFT ON BY THE SUPERVISOR), DOORS

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INVITATION TO BID

LOCKED, PREMISES SECURED AND LEFT IN A NEAT AND ORDERLY CONDITION.

NOTE: ALL CLEANING PROCEDURES ARE TO BE COORDINATED WITH MANAGER OF EACH OFFICE PRIOR TO SUBMITTING YOUR BID.

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -

ITB NO. : 10-R-2215196

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OPEN DATE : 01/12/10 TIME: 10:00 AM

RETURN DATE: 01/11/10 TIME: 5:00 PM

INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 006000 / 006T05 UJS/AOC MR. KERMIT SUGGS-JUDICIAL BLDG MGMT 300 DEXTER AVENUE MONTGOMERY AL 36104					
00001	COMMODITY CODE: 910-39-089720 JANITORIAL SERVICE, AS FOLLOWS: BID OF CUSTODIAL/JANITORIAL SERVICES FOR THE HEFLIN TORBERT JUDICIAL BUILDING LOCATED AT 300 DEXTER AVENUE IN MONTGOMERY, ALABAMA. SEE ATTACHED DETAILED SPECIFICATIONS AND TERMS AND CONDITIONS. CONTACT FOR SERVICES QUESTIONS KERMIT SUGGS OR BRAD ROATE TELEPHONE NUMBER (334) 229-0683 OR (334) 229-0682. A SITE INSPECTION IS MANDATORY. MR. SUGGS OR MR. ROATE WILL MAINTAIN A SIGN IN SHEET. ATTACHED SPECIFICATIONS WILL PREVAIL OVER OTHER SPECIFICATIONS LISTED IN THIS ITB.	1	MO		

PAGE TOTAL

BID TOTAL

# ROUTINE SERVICES, TASKS, AND FREQUENCIES

## CUSTODIAL SERVICES FOR THE STATE OF ALABAMA JUDICIAL BUILDING

### I. OFFICE AREAS

#### THREE (3) NIGHTS PER WEEK

#### NIGHTLY

- A. **WASTEBASKETS AND TRASH CONTAINERS:** Wastepaper containers and other waste receptacles will be emptied and returned to original locations. Plastic liners will be furnished as needed, if requested. All waste will be collected and removed to a central waste disposal area.
- B. **ASHTRAYS:** All ashtrays are to be emptied and wiped clean and dry. All adherents are to be removed as they accumulate daily. Water urns (if any) are to be emptied, cleaned, and filled with fresh water. Sand urns (if any) are to be cleaned and the sand sifted. Fresh sand will be used as needed, with sand to be furnished the UJS.
- C. **DESKS, CHAIRS, AND FILE CABINETS:** Desks will be thoroughly dusted on all horizontal surfaces, and wood desktops are to be dusted with soft, treated dust cloths. Vinyl, Formica, and glass tops may be dusted with a treated or damp cloth. Bottle and cup rings and/or any other spillage are to be cleaned as needed. Services to desktops will of necessity be limited to those tops, which are reasonably clear of work papers. Desktops that are heavily laden with papers are to be dusted only in the exposed areas. Chairs will be dusted on all horizontal surfaces. Fabric-upholstered seats and arms and side chairs are to be spot whisked. All chairs are to be replaced in original positions to maintain an overall orderly and neat appearance.
- D. **GENERAL DUSTING:** The following surfaces and items will be hand dusted, using a treated cloth or, when needed, a damp cloth: miscellaneous cabinets, window sills, coat racks, ledges and shelves under six feet, telephones, and other desktop accouterments. NOTE: Handling of desktop personal effects, such as vases and other decorations, will be held to a minimum. Glass-top desks will be damp wiped and polished.
- E. **CARPETS:** Carpets will be vacuumed in traffic lanes and around desks, with particular attention given to knee-well areas.
- F. **WALLS:** Wall surfaces around light switches; handrails, doorknobs, and other heavy traffic areas are to be spot cleaned as needed.

- G. **TILE FLOORS:** All tile floor areas are to be dust mopped with chemically treated dust mops. Spills and stains are to be spot mopped on a daily basis.
- H. **GLASS PARTITIONS:** Interoffice glass panels are to be spot cleaned to remove fingerprints and smudges.

### WEEKLY

- A. **TELEPHONES:** Phones are to be damp wiped with a disinfectant solution.
- B. **CARPETS:** All carpeted floor areas are to be thoroughly vacuumed. Accessory tools will be used in hard-to-reach areas. Operator will exercise care to ensure that vacuum does not bump or mar furniture. Spot cleaning is to be performed as needed to remove spillage.
- C. **PICTURES:** All wall pictures and other wall adornments are to be dusted.
- D. **BASEBOARDS AND LOW VENTS:** Baseboards and low vents are to be dusted.
- E. **VERTICAL FURNITURE SURFACES:** Sides of desks, credenzas, and other furniture are to be dusted with a treated cloth.

### MONTHLY

- A. **HIGH DUSTING:** Ceiling vents, air duct vents, and ledges above six feet are to be thoroughly dusted. Either treated cloths, soft dust cloths, or vacuums may be used for this operation.
- B. **UPHOLSTERED FURNITURE:** All upholstered furniture will be vacuumed with proper attachments designed for this purpose.
- C. **BLINDS:** Blinds will be thoroughly dusted on front and back using a treated cloth or when needed, a damp cloth.

### ANNUALLY

- A. **DRAPES:** Drapes will be vacuumed.

## II. CORRIDORS AND LOBBIES

### NIGHTLY

- A. **WASTEBASKETS AND TRASH CONTAINERS:** Wastepaper containers and other waste receptacles will be emptied and returned to original locations. Plastic liners will be furnished as needed, if requested. All waste will be collected and removed to a central waste disposal area.

- B. **ASHTRAYS:** All ashtrays are to be emptied and wiped clean and dry. All adherents are to be removed as they accumulate daily. Water urns (if any) are to be emptied, cleaned, and filled with fresh water. Sand urns (if any) are to be cleaned and the sand sifted. Fresh sand will be used as needed, with sand to be furnished the UJS.
- C. **LEDGES AND HANDRAILS:** All ledges, handrails, and other surfaces prone to dust accumulation will be dusted.
- D. **WALLS:** Wall surfaces around light switches; handrails, doorknobs, and other heavy traffic areas are to be spot cleaned as needed.
- E. **WATER FOUNTAINS:** To ensure a clean, healthful condition at water fountains, the dispensing area and bowls are to be washed with a disinfectant solution and dry shined. The sides of the metal housing will be damp wiped to remove streaks and runs.
- F. **ENTRANCE AREAS:** All glass doors are to be cleaned on both sides. Side panels are to be spot cleaned as needed and will be cleaned completely once a week.
- G. **FLOORS:** Carpeted floors are to be thoroughly vacuumed. Tile or terrazzo areas will be dust mopped with a specially treated mopping tool. During inclement weather, tile or other hard surface floors will be damp mopped around entryways as needed.
- H. **ENTRANCE MATS:** Fabric-coated entrance mats are to be vacuumed. Rubber or vinyl mats are to be swept or brushed, as the situation warrants.
- I. **DIRECTORY GLASS:** This area, usually one of the first items a visitor will see, will be cleaned and dry shined.

### MONTHLY

- A. **HIGH DUSTING AND CLEANING:** All high ledges, doorframes, etc., will be dusted.

### III. **RESTROOMS – Public restrooms will be inspected at least twice daily and cleaned as needed.**

#### NIGHTLY

- A. **COMMODOES AND URINALS:** Commodes and urinals will be cleaned thoroughly. Seats will be cleaned on both top and bottom. This work will be performed using an acceptable non-pungent germicidal disinfectant solution. Bright metal parts are to be dry shined.
- B. **WASHBASINS:** Washbasins will be cleaned and dried inside and outside. Bright metal parts will be dry-shined.

- C. **WASTE RECEPTACLES:** All waste receptacles will be emptied and interiors wiped out. Sanitary napkin waste disposal containers will be emptied, sprayed with an approved disinfectant spray, and wiped dry. The contents of these containers will be emptied into special carryout containers for removal from the premises.
- D. **PAPER PRODUCTS:** Toilet tissue, paper and/or cloth hand towels, facial tissues, liquid hand soap or bar soap, and sanitary napkins will be installed by the cleaner. It will be the Contractor's responsibility to assist the Customer in keeping an accurate inventory of these items. All dispensing units will be kept clean.
- E. **MIRRORS:** Mirrors will be cleaned and dry shined.
- F. **WALLS:** Walls will be spot cleaned to remove water splashes and runs, soap splashes, fingerprints, and smudges. Tex-Wall wall covering will be cleaned according to manufacturer's specifications.
- G. **STALL PARTITIONS:** The tops of all partitions will be dusted. Partition walls will be spot cleaned with a detergent disinfectant solution. Stainless steel partition walls will be kept free of hand prints and water spots by using the appropriate cleaning agent and technique.
- H. **FLOORS:** Loose paper and debris will be swept from floors. Floors will be wet mopped with a detergent disinfectant solution, using a scraper or steel wool pad for stains or adherents.
- I. **AIR-FRESHENERS:** Air-freshener products will be replaced or added to as needed on a daily basis. They will be furnished by the UJS.

#### MONTHLY

- A. **FLOORS:** Floors will be machine scrubbed with a detergent disinfectant solution and rinsed thoroughly.
- B. **LAVATORY WALLS AND STALL DIVIDERS:** All tile walls and stall dividers will be cleaned and disinfected.
- C. **HIGH DUSTING:** Ceilings, ceiling vents, and walls will be dusted.

#### IV. **BREAKROOMS**

##### NIGHTLY

- A. **TRASH:** Empty Trash containers and damp wipe outside of containers.
- B. **COUNTER TOPS, TABLES, AND CHAIRS:** All counter tops, tables, and chairs are to be damp wiped.

- C. **MICROWAVES:** Clean all microwaves inside and outside.
- D. **VENDING MACHINES:** Damp wipe exterior of all vending machines.
- E. **FLOORS:** Sweep Floors and damp mop.

V. **STAIRWELLS**

NIGHTLY

- A. **STEPS AND LANDINGS:** Ceremonial steps and landings will be polished and/or spot swept or vacuumed.
- B. **LEDGES AND BANISTERS:** All ledges and banisters will be dusted.

WEEKLY

- A. **STEPS AND LANDINGS:** All steps and landings will be thoroughly vacuumed or swept.
- B. **STAIR TREADS:** Stair treads will be wet mopped and risers' spot cleaned to remove shoe polish scuffs.

VI. **ELEVATOR CLEANING**

NIGHTLY

- A. **CARPET AND TILE FLOORS:** Floors will be vacuumed or swept and mopped on a daily basis. The saddle will be cleaned to remove debris.
- B. **WALLS:** All walls, glass, and doors will be spot cleaned and wiped with treated cloths. Stainless steel will be cleaned with approved cleaner.

WEEKLY

- A. **WALLS:** Walls, glass, interior doors, exterior doors, and trim will be thoroughly cleaned.
- B. **DOOR SADDLES:** Saddles will be wet cleaned.

VII. **BALCONY CLEANING**

DAILY

- A. **BALCONY:** Balcony will be inspected and left free of debris.

## **VIII. FRONT STEPS, TERRACE, MAIN VESTIBULE, AND SIDEWALKS ADJACENT TO THE BUILDING**

These areas will be inspected twice daily. All trash will be picked up. The areas will be maintained by sweeping, hosing off, or washing with soap and water, whichever is appropriate.

## **IX. MISCELLANEOUS**

- A. LIGHTS:** Lights will be turned off as each area is completed, except for designated security lights.
- B. DOORS:** Doors will be locked upon entering the area and double-checked upon completion of duties.
- C. MAINTENANCE DEFICIENCIES:** Any building maintenance or repair problems that the contractor's workers note will be reported on a daily basis to the Customer's designated representative.
- D. HOUSEKEEPING CLOSETS:** Workers' closets will be neat and orderly, reflecting a professional approach to business.
- E. KEY SECURITY:** All keys will be assigned a coded number and secured in a key box.
- F. PARKING DECK:** The parking decks will be cleaned monthly. They will be inspected daily and any trash removed.

## **X. SUPPLIES AND EQUIPMENT**

The Contractor will furnish all housekeeping supplies and equipment necessary to perform the above work. Restroom supplies (paper towels, toilet tissue, toilet seat covers, hand soap, deodorants, or plastic liners) will be provided by the Customer, or provided by the Contractor at an additional charge.

# General Terms and Conditions

## 1. Definitions:

Contract – The entire written agreement between the parties including, but not limited to, the Invitation for Bid or Request for Proposal and its specifications, terms, and conditions, solicitation instructions, solicitation addenda, contractor's offer, the contract document, and contract amendments if any, including, without limitations, these General Terms and Conditions and the purchase order or agreement document excluding correspondence of any type unless specifically accepted by both parties in writing.

Contractor – A person, company, corporation, organization or other legal entity with whom the UJS has executed a Contract.

UJS – The Unified Judicial System – a division of the State of Alabama.

## 2. Applicability of General Terms and Conditions:

These terms are in addition to the terms and conditions set forth in any solicitation document and/or purchase agreement and should be read in conjunction with the same unless the document indicates otherwise. To the extent that Contractor terms and conditions conflict with these UJS of Alabama General Terms and Conditions, the latter shall control. Either party's failure to insist upon the performance of any provision of these General Terms and Conditions shall not be construed as a waiver of that party's present or future right to such performance and each party's obligation in respect thereto shall continue in full force and effect.

## 3. Contract Provisions by Reference:

It is mutually agreed by and between the UJS and the Contractor that the UJS's acceptance of the Contractor's offer by the issuance of a Purchase Order, or Contract shall create an agreement between the parties thereto containing the following: All specifications, terms and conditions in the solicitation document except as amended in the contract; The provision of the awarded contract to include all terms, special conditions, specifications, and the Contractor's offer; and The General Terms and Conditions.

Unless otherwise specified, in the event of any conflicts, the documents shall control in the following order:

- 1) the written contract or purchase order;
- 2) contractor's exceptions, if expressly accepted by UJS;
- 3) the RFP, bid or other solicitation document;
- 4) The General Terms and Conditions;
- 5) Contractor's offer

## 4. Governing Law and Dispute Resolution:

Contracts with the UJS shall be governed and construed in accordance with the laws of the State of Alabama. Any claim, between the UJS and the Contractor that arises from or relates to any Contract between the parties shall be brought before the State of Alabama Board of Adjustment.

## 5. Indemnification:

The Contractor shall indemnify, hold and save harmless the UJS, its affiliates and subsidiaries and their trustees, officers, agents, and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the UJS's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor's performance hereunder. This clause shall survive the termination of any contract.

## 6. Insurance

The Contractor shall procure and maintain, at its expense, the minimum insurance coverages required by the State of Alabama.

## 7. Termination for Convenience

The UJS reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services

with respect to the applicable contract. The UJS, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

#### **8. Termination for Non-performance**

The UJS may terminate the resulting contract for non-performance, as determined by the UJS, for such causes as: Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the UJS is not in its best interest, or failure to comply with the terms of Contract; and

Failing to perform within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.

#### Demand for Assurances

In the event the UJS has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

#### Notification

The UJS will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the UJS's satisfaction within ten (10) calendar days, the UJS may terminate the contract by giving thirty (30) days notice, by registered or certified mail, of its intent to cancel this contract.

#### **9. Cancellation for Lack of Funding**

Contract may be cancelled without further obligation on the part of the UJS in the event that sufficient, appropriated funding is unavailable to assure full performance of its terms. The Contractor shall be notified in writing of such non-appropriation at the earliest opportunity.

#### **10. Attorney's Fees:**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the UJS prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

#### **11. Compensable Damages for Breach:**

The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with the UJS.

- Replacement costs.
- Cost of repeating the competitive bidding procedure.
- Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by the UJS for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

#### **12. Assignment and Subcontracting:**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the UJS. Any attempted assignment or subcontracting shall be void.

#### **13. Contractor's Responsibility in Performing Work:**

The Contractor is solely responsible for the fulfillment of the contract with the UJS.

Contractor and its agents, subcontractors, and representatives shall be independent contractors and not act as agents of the UJS. All persons furnished or retained by Contractor in connection with any contract shall be considered employees or agents of the Contractor.

Contractor shall control all employee conduct while on the UJS's premises. Any employee under the influence of alcohol or controlled substances, other than prescription medications, shall not be allowed on the premises of the UJS and shall be permanently dismissed from the UJS site. Further, offensive language, sexual or other types of harassment of students, employees or visitors to the UJS could result in immediate and permanent dismissal of the offending person(s) from the UJS site.

Contractor shall ensure that its employees abide by UJS policies and regulations concerning behavior and conduct on UJS premises.

**14. Additions, Deletions or Contract Changes:**

The UJS reserves the right to add, delete, or change related items or services to any contract. No modification or change of any contract provision shall be made, unless such modification is mutually agreed to in writing by the Contractor and the UJS, and incorporated as a written modification to the contract. Memoranda of Understanding and correspondence shall not be interpreted as a modification to or part of the contract, unless specifically agreed to by both parties.

**15. Permits, Licenses and Taxes:**

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed. The Contractor shall pay any sales, use, personal property, and other taxes arising out of this contract and the transactions contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

**16. Royalties, Patents, Copyrights and Trademarks:**

The Contractor shall pay all applicable royalties and license fees. If a particular process, product or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the UJS harmless, and defend all suits, claims, losses or damages resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the UJS's name or any of its trademarks or copyrights, although it may state that it has a Contract with the UJS.

**17. Copyright Ownership and Title to Designs and Copy:**

Contractor and UJS both consider the products and results of the services to be rendered by Contractor to be a work made for hire. Contractor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to and shall be the sole and exclusive property of the UJS. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the UJS.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy, and any other tangible or intangible format not stated herein required for completion of the finished product for use in connection with any UJS job shall be the property of and owned by the UJS. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the UJS. In the event that time of return is not specified, Contractor shall return all such items to the appropriate UJS department within one week of delivery.

**18. Name, Symbols, Designs, etc.**

Contractor acknowledges and agrees that The UJS owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals and other symbols associated with or referring to the UJS that are adopted and used or approved for use by the UJS (collectively the "Indicia"), and that each of the Indicia is valid. Contractor shall not have any right to use any of the Indicia or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the prior express written consent of the UJS. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to the UJS without compensation.

**19. Proprietary Information, Data Duplication, and Disclosure:**

Contractor agrees that any information disclosed from the UJS to the Contractor in connection with any contract shall be used only in the performance of the contract. Contractor will keep information confidential, will not disclose it to any third party except as authorized by the UJS, and will only disclose it to those within its organization who need to use it in performance of the Contract. Upon completion or termination of this contract, Contractor shall return all such information to the UJS or make such other disposition thereof as may be directed or approved by the UJS.

No item furnished under this contract, or tools, plans, designs or specifications for producing the same which have been specifically designed for by the UJS shall be duplicated or used by Contractor. Upon completion or termination of this contract, Contractor shall return all items, tools, plans, designs or specifications to the UJS or make such other disposition thereof as may be directed by or approved by the UJS.

Contractor agrees that it will not, without prior written approval of the UJS, publicize this contract or disclose, confirm or deny any details thereof to third parties, or use the UJS's name in connection with Contractor's sales promotion or publicity without prior written approval of the UJS.

Nothing in this provision shall restrict Contractor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Contractor, or is lawfully obtained without restriction from other sources.

**20. Contractor's Responsibility for Records, Audits and Reports:**

Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during any contract and for a period of five (5) years thereafter, unless required to be retained for a longer period by state or federal statute. The UJS reserves the right to audit such records and employ any auditor the UJS deems appropriate to perform an audit of Contractor's records. Should such audit disclose incorrect billings or improprieties, the UJS reserves the right to charge the Contractor for the cost of the audit and pursue appropriate reimbursement.

Contractor will be responsible for providing line item usage reports to The UJS of Alabama Purchasing Department on a quarterly basis. The UJS reserves the right to request other pertinent reports.

**21. Non-discrimination and Equal Opportunity:**

Contractor is subject to and shall comply with all applicable Federal, state and local laws and regulations governing equal employment opportunity and affirmative action including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Executive Order 11246, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Adjustment Assistance Act, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990; and all regulations and administrative rules established pursuant to the foregoing laws. Expressly, Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, age, disability, or veteran status in admission or access to, or treatment of employment in, its programs and services.

**22. Open Records**

Any contract with the UJS, and all related information and documentation may be subject to public disclosure under Alabama Code 36-12-40 and 36-12-41. Contractor is hereby notified that the UJS is governed by this statute and the interpretations thereof rendered by the courts and the Alabama Attorney General. Contractor, to the extent it deems appropriate, is responsible for becoming familiar with this law and assumes the responsibility of protecting any of Contractor's interests that may be effected thereby.

**23. Debarred, Suspended and Ineligible Status:**

Contractor certifies that neither it, nor any of its employees who will provide or perform services under this contract have been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR 48 C.F.R Ch. 1 Subpart 9.4). Contractor will immediately notify the UJS if the Contractor or any of its employees who will provide or perform services under this contract is placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors.

**24. Conflicts of Interest:**

Contractor affirms that, to the best of Contractor's knowledge, there exist no conflicts of interest between the Contractor and the UJS or its employees as defined by all applicable Code of Alabama and UJS of Alabama ethics and compliance policies and procedures. In the event of change in Contractor's interests, Contractor shall inform the UJS regarding any conflicts of interest that are likely to arise as a result of such change. Contractor hereby represents that it has not participated in any illegal or unethical conduct in connection with the contract. If, at any time, the UJS determines the Contractor is in violation of the foregoing representation, the UJS may cancel the contract upon written notice to the Contractor and the UJS shall have no further obligation to the Contractor.

**25. Disclosure Statement**

If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of the UJS, this information must be included in the Invitation for Bid or Request for Proposal response. Failure to disclose this information in the response may result in the elimination of the proposal from evaluation.

If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of the UJS; and you or your firm is awarded a Contract, then within ten (10) days after the Contract is entered into, you agree to file a copy of that Contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the UJS furnish evidence of such filing.

By accepting payments agreed to in any Contract with the UJS, Contractor certifies that to its knowledge no UJS employee or official, and no family members of a UJS employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the UJS on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of the UJS.

**26. General Warranties:**

Contractor warrants that all goods shall conform to the specifications of the contract and shall be merchantable, free from defects (including defects in design and fit) and suitable for the intended purposes. Contractor further warrants that all services shall conform to the specifications of the contract and shall be performed in a professional and workmanlike manner. These warranties shall remain in effect for at least one year following UJS's acceptance of the goods or services or for the duration of Contractor's standard warranty period if such period exceeds one year. The foregoing warranties are in addition to, and shall not limit, any other warranties or buyer protections that exist by operation of law.

**27. Price Warranty:**

Contractor warrants that the price(s) for the articles or services sold to the UJS hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar articles or services in similar quantities. In the event Contractor reduces its price(s) for such articles or services during the term of this contract, Contractor agrees to reduce the prices hereof accordingly.

Contractor warrants that prices shown on this contract shall be complete, and no additional charges of any type shall be added without the UJS's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, customs, duties, taxes, storage, insurance, boxing and crating.

**28. Final Inspection and Acceptance:**

The UJS reserves the right to perform inspection and/or expediting of the materials and fabrication thereof at the facility of the Contractor or its suppliers at any reasonable times. All materials and services are subject to final inspection and acceptance by the UJS at destination, notwithstanding any prior payments or inspection at the source. Such final inspection shall take place within thirty (30) days from the date of delivery or installation or completion of services whichever is latest. In addition to other remedies which may be available under law or in equity, the UJS, at its option may return to the Contractor any nonconforming or defective item(s), at no cost to the UJS, and require correction or replacement of the item(s). If the UJS does not require correction or replacement of nonconforming or defective item(s), Contractor shall repay such portion of the contract price or such additional amount as is equitable under the circumstances. The rights of the UJS are in addition to and shall not be limited by Contractor's standard warranties.

**29. Certification Pursuant to Act No. 2006-557**

Code of Alabama 1975 41-4-116 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 accepting a purchase order or Contract, the Contractor is hereby certifying full compliance with Act No. 2006-557; are not barred from bidding or entering into a contract pursuant to 41-4-116; and acknowledge that the UJS may declare the purchase order/Contract void if certification is false.

The furnishing of materials, supplies, equipment, or services to the UJS of Alabama under a purchase order or Contract constitutes assurance by the Contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 10925, date March 6, 1961, and Executive Order 11246, issued by the President of the United States of America, and Public Law 88=352,88th Congress, the "Civil Rights Act of 1964."

Contractor represents and warrants that all articles and services covered by the Contract meet or exceed the Safety Standards established and promulgated under the Federal Law and its regulations in effect or proposed as of this date of Contract.