



**Birmingham-Jefferson Civic Center Authority**

**address** 2100 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203

**website** [www.bjcc.org](http://www.bjcc.org) **phone** 205.458.8400

**INVITATION FOR BID**

**SEALED BIDS WILL BE RECEIVED FOR:**

**Landscaping and Grounds Maintenance Services**

**PURCHASING MANAGER:**

Sharon A. Proctor

**OBTAIN A COPY OF INVITATION FOR BID:**

A complete copy of the bid package is available at the above address or our website: [www.bjcc.org](http://www.bjcc.org) (Under Jobs & Vendor Opportunities- Open Bids)

**ISSUE DATE:**

July 7, 2021

**PRE-BID CONFERENCE:  
BJCC**

**East Meeting Room “D”**  
2100 Richard Arrington Jr. Blvd., North  
Birmingham, AL 35203  
**July 22, 2021 @ 2:00 p.m.**

**SEND BID RESPONSE TO:  
BJCC**

Attn: Sharon A. Proctor, Purchasing Manager  
2100 Richard Arrington Jr. Blvd North, Dock #2  
Birmingham, AL 35203  
**Bidders are encouraged to call the Purchasing Manager at (205) 458-8432 prior to the bid opening to ensure mailed bids have been received. Bidders may hand deliver and present bids at the bid opening. Bids received by the Purchasing Manager after 2:00 p.m. on bid date will be retained in the file, unopened.**

**BID OPENING:  
BJCC**

**East Meeting Room “D”**  
2100 Richard Arrington Jr Blvd., North  
Birmingham, AL 35203  
**August 5, 2021 @ 2:00 p.m.**  
Bids will be publicly opened and read aloud. Bids shall be in a **sealed** envelope with the name of the project clearly marked on the outside of the package. Bids must be submitted on forms furnished by BJCC. Bids must be submitted in **duplicate**. Bids may NOT be faxed or emailed.

**NOTIFICATION OF INTENT:**

Those vendors submitting the Notification of Intent, contained in the Invitation For Bid package, will be sent any related addendum, answers to inquiries, etc. pertaining to this Invitation For Bid. The completed Notification of Intent must be faxed to (205) 458-8465, emailed to [Sharon.Proctor@bjcc.org](mailto:Sharon.Proctor@bjcc.org), or mailed to: P.O. Box 13347 Birmingham, AL 35202, Attention: PURCHASING.

**\*\*\* PLEASE RETURN THE NOTIFICATION OF INTENT AS SOON AS POSSIBLE. \*\*\***

**Birmingham-Jefferson Civic Center Authority is tax exempt.**

BJCC reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

All information asked for in this Invitation for Bid, including all documents, procedures, insurance certificates, and any other information asked for must accompany the bid. Failure to include any asked for information may result in the bid being declared non-responsive.

**A Cashier’s Check drawn on an Alabama Bank, or a bid bond executed by a Surety company duly authorized and qualified to make such bonds in Alabama, payable to Birmingham-Jefferson Civic Center Authority in the amount of \$1,000, must accompany the Bidder’s bid.**

**PERFORMANCE BOND-** Successful Bidder will furnish a surety bond in the amount of \$50,000.00, at no cost to BJCC, to guarantee that all conditions and specifications of this Invitation for Bid will be fulfilled. The bond will be furnished to the Purchasing Manager not later than 14 days after requested.

**IMMIGRATION LAW COMPLIANCE - Bidders must provide proof of enrollment in E-Verify as a condition for the award of the contract.**

All non-United States citizens who perform any work pursuant to this agreement shall have all necessary papers to verify their right to legally work in the United States, and such paperwork shall be available for inspection during normal business hours by BJCC.

**DISCLOSURE STATEMENT -** If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of the Bidder’s firm or any member of their households is an employee of BJCC, this information must be included in your solicitation response. By accepting payments resulting from this bid, Bidder certifies that to its knowledge, no BJCC employee or official, and no family members of a BJCC employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing to BJCC on the Disclosure Statement, which is part of this Invitation for Bid. **Failure to disclose this information in the response may result in the elimination of your bid from consideration.**

**Questions concerning specifications or scope of work should be emailed to [Brian.Mishkin@bjcc.org](mailto:Brian.Mishkin@bjcc.org). Telephone inquiries are not accepted.**



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**NOTIFICATION OF INTENT TO RESPOND**

**Landscaping & Grounds Maintenance Services**

Vendors submitting this "Notification of Intent to Respond," will be sent any related addendum, answers to inquiries, etc. pertaining to this Invitation for Bid. **The contact information provided on this form will be used to distribute the information.**

( ) On behalf of myself/my firm/institution, I hereby certify that I/we intend to submit a response.

( ) On behalf of myself/my firm/institution, I hereby certify that I/we do **not** intend to submit a response.

**Reason for not bidding:**

- Received bid package too late
- Not enough time to develop bid
- Not sufficient details
- Job too large
- Job too small
- Not interested in this type of material/ service
- Working at full capacity at this time
- Cannot meet time schedule for completion of job
- Specifications too restrictive
- Other \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

You may email your notification of intent to [Sharon.Proctor@bjcc.org](mailto:Sharon.Proctor@bjcc.org) or fax to 205-458-8465.



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**INVITATION TO BID**

**1 GENERAL SPECIFICATIONS**

- 1.1 This will be for the use of Birmingham-Jefferson Civic Center Authority, Birmingham, Alabama (hereinafter called the "BJCC").
- 1.2 **BJCC is Tax Exempt.**
- 1.3 No interpretation or modification made to any respondent as to the meaning of the Invitation for Bid shall be binding on BJCC unless submitted in writing and distributed as an addendum by BJCC Purchasing Department. Verbal information obtained otherwise will not be considered in awarding of contract. All addenda shall become part of the Invitation for Bid.
- 1.4 Payment terms are net 30. Other payment terms can be negotiated.
- 1.5 **IMPORTANT: It is required that the Bidder Information Form, Exhibit #1, furnished with this Invitation for Bid, be completed and submitted with your bid. Failure to comply with this request may eliminate your bid from consideration.**
- 1.6 **All bid responses, technical information and any other attachments in response to this Invitation for Bid must be submitted in duplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THE ENTIRE BID RESPONSE). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of the bid.**
- 1.7 Bids having any erasures or corrections must be initialed in ink. Bids must be signed in ink by an official authorized representative.
- 1.8 **All information asked for in this Invitation for Bid, including all documents, procedures, insurance certificates, and any other information asked for, must accompany the bid. Failure to include any asked for information may result in the bid being declared non-responsive.**
- 1.9 BJCC reserves the right to waive any informality in any offer; to reject any or all offers, in whole or in part; and to accept the offer most advantageous to BJCC should it be deemed in its best interest to do so.
- 1.10 The attached specifications cover minimum standards; any alternate services or equipment bid offered should meet or exceed BJCC's needs. BJCC, acting in its best interest, will award this contract to one vendor or no vendor. BJCC shall be the sole judge of the quality or inequality of the items proposed in this bid. BJCC's decision shall be final.
- 1.11 The use of specific names and numbers are not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to BJCC's intended use.
- 1.12 Proprietary specifications may be waived for functional equivalents offered, if authorized by requesting department.
- 1.13 All costs incurred by Bidders to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this Invitation for Bid, except copyrighted material, shall become the property of BJCC, regardless if the Bidder is selected.
- 1.14 Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. Any submission modification(s) submitted after the bid opening due date will not be considered.

- 1.15 BJCC is not responsible for delays by the Air Courier, Delivery or Messenger Service, US Postal Service, the internal mail delivery system of BJCC, or any other means of delivery employed by the Bidder. **Bidders are encouraged to call the Purchasing Manager at (205) 458-8432 to ensure mailed bids have been received.** Similarly, BJCC is not responsible for, and will not open, any bid response which arrives to the bid opening later than the date and time indicated above. **Late bid responses will be retained in the bid file, unopened.**
- 1.16 Shipping will be F.O.B. Destination, BJCC, Birmingham, Alabama. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder.
- 1.17 BJCC is strongly committed to equal opportunity in solicitation of Invitation for Bids. BJCC encourages Bidders to share this commitment. Each Bidder submitting a bid agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.
- 1.18 The Bidder must have necessary business licenses as required by the State, County, and City.
- 1.19 The undersigned certifies that this bid is genuine and not collusive.
- 1.20 Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.
- 1.21 If a single bid response is received for this Invitation for Bid, the bid will be rejected in accordance with Title 41-16-50-a-1 of the Alabama Code. This bid will be opened, but will not be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidders initial offer will not be disclosed to other bidders prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications of BJCC are met.

## 2 DISPUTES

- 2.1 Any contract agreement that is issued based on this Invitation for Bid, the parties shall agree that the contract agreement is made and entered into in Jefferson County, Alabama, and that all services, materials, and equipment to be rendered pursuant to said contract agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

## 3 PERFORMANCE

- 3.1 In the event the Bidder defaults in performing this contract, it agrees to pay BJCC reasonable costs incurred in remedying such default, including reasonable attorney's fees.
- 3.2 The Bidder will be held responsible for any damage to BJCC's property caused by his work or workmen. The property shall be restored to its original condition as required by BJCC.

## 4 PRICE QUOTATION

- 4.1 **IMPORTANT: It is required that the BID FORM, Exhibit #2, furnished with this Invitation for Bid be completed and submitted with your bid. DO NOT send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration.**
- 4.2 BJCC's payment terms are net 30. Other payment terms can be negotiated.

- 4.3 It is the Bidder's responsibility to verify all information and measurements, and to obtain any clarification necessary prior to submitting the bid response. BJCC is not liable for any errors or misinterpretations made by the Bidder in response to this Invitation for Bid.
- 4.4 **The successful Bidder under the specifications required in this Invitation for Bid shall furnish at its expense, all equipment, labor, overhead, onsite management, taxes, FICA, Worker's Compensation, uniforms, unemployment insurance, tools, supplies, transportation (including fuel surcharge, if applicable), insurance, and other expenses necessary to fully perform any phase of the requirements of this Invitation for Bid. Prices shall remain firm for the term of the contract.**
- 4.5 BJCC reserves the right to enter into contract negotiations with the selected bidder. If BJCC and the selected Bidder cannot negotiate a successful contract, BJCC may terminate negotiations and begin negotiations with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the county arising from such negotiations.
- 4.6 In accordance with the Code of Alabama 1975, Section 41-16-50 (a), in the event a bid is received for an item of personal property or services to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone of Jefferson County, Alabama, and the bid is no more than five percent greater than the bid of the lowest responsible bidder, BJCC may award the contract to the resident responsible bidder.
- 4.7 In the event that, during the term of the agreement, the Successful Bidder is required to increase wages and/or payroll burden costs as a direct result of any determination or action by any Federal, State, or Local Government authority, BJCC agrees to permit the Successful Bidder to increase its rates proportionally from the date the increase becomes law. The increase(s) cannot be implemented until BJCC's Purchasing Department receives a new rate schedule and a letter explaining in detail the circumstances necessitating the increase. Bidders should be aware of any and all possible increases in wages, Social Security, Federal, State, and Local taxes which may apply during contract term and make BJCC aware of same.

## 5 QUANTITIES

- 5.1 Quantities shown are estimates, and are not a guarantee to buy in the amount shown.
- 5.2 Bidder agrees that BJCC will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; BJCC will receive the benefit of such reduction on any undelivered portion of the contract.

## 6 IMMIGRATION LAW COMPLIANCE

- 6.1 **Bidders must provide proof of enrollment in E-Verify as a condition for the award of the contract. Failure to submit a Memorandum of Understanding may eliminate your bid from consideration.**
- 6.2 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## 7 PATIENT PROTECTION AND AFFORDABLE CARE ACT

- 7.1. **Proposers must provide proof of compliance with the Patient Protection and Affordable Care Act (ACA). Please attach Form 1094. Form 1094 is a cover sheet for Form 1095. We are only requesting the cover sheet, not Form 1095. Failure to comply with this request may eliminate your bid from consideration.**

- 7.2. By signing this contract, the contracting parties affirm, for the duration of the agreement, they will be in full compliance of the Patient Protection and Affordable Care Act (ACA). Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## 8 DISCLOSURE STATEMENT

- 8.1 If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of the Bidder's firm or any member of their households is an employee of BJCC, this information must be included in the solicitation response. Failure to disclose this information in the response may result in the elimination of your bid from consideration.
- 8.2 IMPORTANT: It is required that the Disclosure Statement of Relationship Between Bidder and Employees/Officials of BJCC, Exhibit #3, furnished with this Invitation for Bid, be completed and submitted with your bid. Failure to comply with this request may eliminate your bid from consideration.**
- 8.3 If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of the Bidder's firm or any member of their households is an employee of BJCC; and the Bidder's firm is awarded a contract as a result of this Invitation for Bid, then within ten (10) days after the contract is entered into, the Bidder agrees 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 BJCC furnish evidence of such filing.
- 8.4 By accepting payments resulting from this bid, Bidder certifies that to its knowledge no BJCC employee or official, and no family members of a BJCC employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to BJCC on the Disclosure Statement of Relationship Between Bidder and Employees/Officials of BJCC, which is part of this Invitation for Bid.

## 9 REFERENCES

- 9.1 Bidder must submit with the bid, three (3) current business references for contact which the Bidder has successfully provided services similar to those required in this Invitation for Bid. The references must include company name, address, contact name, phone number, and email address. Failure to comply with this request may eliminate your bid from consideration.**

## 10 GENERAL LITIGATION DISCLOSURE

- 10.1 Bidder must describe any pending, contemplated or ongoing administrative or judicial proceedings material to Bidder's business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Bidder or to any parent or subsidiary of Proposer.

## 11 DETAILED CONDITIONS

- 11.1 Successful Bidder hereby agrees to begin this project as specified in the contract documents on or before a date to be specified in the "Notice to Proceed" by BJCC and to provide this service at the specified price for a period of one year beginning August 18, 2021. BJCC intends to renew this contract annually, at its option based on service and pricing, for (2) additional service periods of one (1) year each.
- 11.2 A PRE-BID MEETING is scheduled for July 22, 2021 @ 2:00 pm in the East Meeting Room "D" located at 2100 Richard Arrington Jr. Blvd., North, Birmingham, AL 35203. The bid will be discussed, followed by a question/answer period.**

**11.3 Every effort will be made to have the bids submitted to the BJCC Executive Board at the August 18, 2021 Board Meeting. Following Board approval, the Successful Bidder will be notified immediately in order to facilitate moving forward with the contract.**

#### **11.4 INSURANCE**

11.4.1 Hold Harmless and Indemnification: Contracting party agrees to indemnify, hold harmless and defend BJCC, its elected officers, employees, past and present, and Marriot International, Inc., its employees, and its agents, past and present, (hereinafter referred to in this paragraph collectively as "BJCC"), from and against any and all claims, damages, losses, judgments, liens, penalties, interest, and expenses, including but not limited to court costs and attorneys' fees, for liability claimed against or imposed upon BJCC because of bodily injury, death or property damages, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, Bidder's performance or failure to perform any obligations contained in this document, the inaccuracy of any representations or warranties of the Bidder contained herein; negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of company and/or its subcontractors or claims under similar such law or obligations, the payment or non-payment of any taxes relating to any monies paid to the Bidder pursuant to this Agreement, the foregoing provisions, and all liabilities of the Bidder hereunder, shall survive the termination of this Agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of BJCC, or its employees. **The certificate must include the added additional Insured by Endorsement:**

11.4.1.1 **The Birmingham-Jefferson Civic Center Authority, and employees must be listed as additional insured.**

11.4.1.2 **Written cancellation notice.**

11.4.2 The certificate must be received by BJCC Purchasing Department within fifteen (15) days of request. Failure to comply with this request may eliminate the bid from consideration.

11.4.3 BJCC reserves the right to terminate any resulting contract, if the Bidder fails to keep the insurance policies in force for the below amounts or for the duration of the contract period.

11.4.4 Before beginning work, Bidder shall provide a current certificate of insurance with the following coverage:

A. Worker's Compensation Insurance per Alabama State Law.

1. Worker's Compensation Coverage shall be provided in accordance with the statutory coverage required in Alabama.

2. Employer's Liability Insurance limits shall be at least:

a. Bodily Injury by Accident - \$1,000,000 per accident.

b. Bodily Injury by Disease - \$1,000,000 per employee.

B. Commercial Business Automobile Liability Insurance

1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

C. Commercial General Liability Insurance

1. Commercial General Liability Insurance coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, and underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

i. General Aggregate	\$2,000,000/Project
ii. Products, Completed Operations Aggregate	\$2,000,000/Project
iii. Personal and Advertising Injury	\$1,000,000/Occurrence
iv. Each Occurrence	\$1,000,000

11.5 BONDS

**11.5.1 A Cashier's Check drawn on an Alabama Bank, or a bid bond executed by a Surety company duly authorized and qualified to make such bonds in Alabama, payable to Birmingham-Jefferson Civic Center Authority in the amount of \$1,000, must accompany the Bidder's bid.**

**11.5.2 PERFORMANCE BOND- Successful Bidder will furnish a surety bond in the amount of \$50,000.00, at no cost to BJCC, to guarantee that all conditions and specifications of this Invitation for Bid will be fulfilled. The bond will be furnished to the Purchasing Manager not later than 14 days after requested.**

11.6 TERMINATION

11.6.1 This contract may be terminated by BJCC, with or without cause, upon thirty (30) day written notice to the Bidder regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, BJCC shall have the right to immediately terminate the contract; Bidder shall forthwith remove any and all of his equipment, tools, and supplies from the premises; Bidder shall be paid for services rendered to the date of termination; and BJCC shall have no further financial obligation to the Bidder. Such termination shall not relieve the Bidder of any liability to BJCC for damages sustained by virtue of a breach by the Bidder.

12 DETAILED SPECIFICATIONS

12.1 **Scope** - The Successful Bidder shall furnish all labor, materials, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the landscaping and grounds maintenance services for the BJCC complex, including, but not limited to, the main complex, parking lots, and the Uptown Entertainment District, but excluding City Walk, Protective Stadium and Legacy Arena. Work to be performed comprises general grounds keeping, horticulture maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and, when necessary, repairs to vandalism, irrigations systems and replacement of plant materials. Services to be rendered include, but are not limited to the following:



- 12.1.1 Successful Bidder will remediate all areas to resent campus and provide improvement suggestions regarding specific plants, shrubs, bushes, and other related landscaping items.
  - 12.1.2 Maintenance of turf and groundcover areas, mowing and edging
  - 12.1.3 Removal of litter and debris from turf, planter beds, hanging baskets, fence lines, and street curbs.
  - 12.1.4 Pruning of trees and shrubs
  - 12.1.5 Application of chemical agents or control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians.
  - 12.1.6 Monthly inspection of maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure)
  - 12.1.7 Replacement of plant material
- 12.2 **Pre-Existing/Deficiency List** – At the start of the contract, the Successful Bidder shall inspect all flowers, trees, plants, containers, ground covers, and any related ground keeping repairs for pre-existing conditions for all locations included in this bid on the BJCC complex, and in accordance with the Scope of Services incorporated herein. Within ninety (90) days of contract execution, the Successful Bidder shall provide a written deficiency inspection report with illustrations that identifies and details all methods of repair and/or replacement components needed in order to properly maintain the landscape and grounds. The BJCC and the Successful Bidder shall negotiate in good faith to establish the Final Deficiency List within the ninety (90) day period of contract execution. The Final Deficiency List will become part of the contract once developed and accepted by BJCC. Any deficiencies not included in the Final Deficiency List shall be the responsibility of the Successful Bidder.
- 12.3 **General Landscape** – The Successful Bidder shall:
- 12.3.1 Furnish all labor, materials, and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
  - 12.3.2 Not post signs or advertising material anywhere on BJCC premises or improvements without prior written approval from the BJCC Director of Operations.
  - 12.3.3 Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
  - 12.3.4 Perform grass mowing, edging, trash and debris removal and power blowing of lawn areas.
  - 12.3.5 Maintain the health and appearance of existing landscape plants, trees, shrubs, ground covers and lawn areas.
  - 12.3.6 Ensure that each facility site is free of debris, weeds, and insect infestation.
  - 12.3.7 Replace plants or dead ground cover that died under the Successful Bidder’s care and not due to vandalism or circumstances beyond the Successful Bidder’s control.
  - 12.3.8 Inspect existing irrigation systems at all locations by a licensed irrigator and provide the following:
    - 12.3.8.1 Maintain and repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for healthy appearance. Report deficiencies and repairs made to Director of Operations.
    - 12.3.8.2 The Successful Bidder shall be required to make-up missed scheduled cycled maintenance due to foul weather conditions.
    - 12.3.8.3 For special events and activities, the BJCC Director of Operations may request additional landscape maintenance items or request a change/modification to the schedule.

- 12.3.9 Make adjustments and setting to automatic controllers on a monthly basis to maintain a healthy lawn growth.
  - 12.3.10 Replace existing irrigation systems and equipment damaged by the Successful Bidder with original brand and model at Successful Bidder's expense.
  - 12.3.11 Respond to all emergencies within 24 hours of notification within specified hours and days of operation.
  - 12.3.12 Perform all work in a professional skillful manner using quality equipment and materials.
  - 12.3.13 Have a full-time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
  - 12.3.14 Secure any gated or doored areas that require landscaping services after services are completed.
  - 12.3.15 BJCC reserves the right to add, delete, and or change the Scope of Services of this contract, and may do so by submitting written notification to Successful Bidder.
- 12.4 **Damages**
- 12.4.1 All damages incurred to existing facilities by the Successful Bidder's operation shall be repaired or replaced, at the BJCC's discretion, and at the Successful Bidder's expense.
- 12.5 **Safety Plan**
- 12.5.1 Successful Bidder is to submit a written safety plan to the attention of the Director of Operations prior to commencement of work under this contract.
  - 12.5.2 The Successful Bidder agrees to perform all work outlined in this Invitation of Bid in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work. Successful Bidder agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A safety orders at all times so as to protect all persons, including Successful Bidder's employees, patrons, agents of the BJCC, vendors, members of the public or others from foreseeable injury, or damage to their property. The Successful Bidder shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
  - 12.5.3 It shall be the Successful Bidder's responsibility to inspect, and identify, and condition(s) that renders any portion of the maintenance area unsafe, as well as any usage practices occurring thereon. The BJCC shall be notified immediately of any unsafe condition that require major correction. The Successful Bidder shall be responsible for making minor corrections including but not limited to, filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. The Successful Bidder shall cooperate fully with the BJCC in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the contract is to notify the BJCC Director of Operations immediately, and file a written report to the BJCC within three (3) working days.
- 12.6 **Delays** – The Successful Bidder shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that Successful Bidder is unable, for whatever reason, to maintain the maintenance schedule (i.e. poor weather conditions, etc.), and Successful Bidder does not reschedule the service, or inform the BJCC of intent to make up the service within 72 hours, that amount for the failure to perform may be deducted from Successful Bidder's fee. If the work cannot be completed on the proposed schedule day, the Successful Bidder must notify the BJCC Director of Operations on that day to advise him accordingly.

## 12.7 **Staffing/ Managerial**

- 12.7.1 The Successful Bidder shall provide a **Project Manager** that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the BJCC's landscape, plantings and irrigation. The Project Manager must provide pro-active recommendations to the BJCC for ongoing maintenance of BJCC properties throughout the term of the contract.
- 12.7.2 The Successful Bidder must provide a competent, English speaking crew leader for each crew, who can understand and speak English fluently, during all times while work is performed. The crew leader shall have the authority to represent or act on behalf of Successful Bidder in any manner pertaining to the performance of this contract. Successful Bidder shall furnish the names of all such crew leaders to the BJCC Director of Operations prior to the commencement of this contract and further advise of any changes.
- 12.7.3 If in the opinion of the BJCC, a Successful Bidder's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or used abusive language while on BJCC property, that employee shall be removed from all work under this contract.
- 12.7.4 The Successful Bidder shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
- 12.7.5 Successful Bidder's staff shall wear identification (uniform, logo tee-shirt, etc.) allowing anyone to readily identify that individual as part of Successful Bidder's staff.
- 12.7.6 The Director of Operations shall make quarterly inspections with Successful Bidder at each site to review work performed. Successful Bidder shall maintain and have available such records that reasonably confirm frequency of task performance at each location. Successful Bidder shall furnish an itemized statement of work performed on all invoices.

## 12.8 **Planting, Planter Boxes, Hanging Baskets, and Bed Care**

- 12.8.1 The Successful Bidder shall be required to provide the plant materials, soils, soil amendments, and other necessary materials for installing plant annuals and associated plant materials. Maintenance and changing of seasonal colors is required.
- 12.8.2 Any exterior plant container planters shall be serviced throughout all service areas.
- 12.8.3 All diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged, or unsightly flowers or plants are to be removed promptly and replaced with like kind or a variety of plant that is approved by the BJCC Director of Operations.
- 12.8.4 Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.
- 12.8.5 All trimmings and debris, etc. shall be removed by the Successful Bidder and disposed of offsite.
- 12.8.6 Successful Bidder will be required to plant bedding materials such as flowers and shrubs as needed, and in accordance with BJCC's requests. Pricing shall be included in bid price unless the plants are under warranty.

- 12.8.7 The Successful Bidder shall conduct a major cleanup of all turf and planter bed areas and perform major trimming of all shrubs, planter beds, and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. The BJCC Director of Operations will dictate trimming heights of shrubs and distances between plant groupings during the active growing season.
- 12.9 **Ground Cover** – The Successful Bidder shall be responsible for the maintenance of any plant that grows over an area of ground used to provide protections from erosion and drought, and to improve its aesthetic appearance (by concealing bare earth).
- 12.10 **Tree, Shrub and Hedges Care**
- 12.10.1 **Maintain Tree Clearance** – Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways. Prune trees where and when necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations.
- 12.10.1.1 All cuts shall be sufficiently close, flush if possible, to the parent stem. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.
- 12.10.1.2 Limbs are to be lowered to the ground using a method, which prevents damage to remaining limbs.
- 12.10.1.3 Climbing spurs shall not be used.
- 12.10.1.4 Successful Bidder will provide hazard and security pruning as needed.
- 12.10.1.5 Remove all new growth on trees up to the appropriate height clearances.
- 12.10.1.6 Remove all dead, diseased, and unsightly branches, and dead trees. Successful Bidder, at Successful Bidder's cost, remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be proposed on a case-by-case basis.
- 12.10.1.7 The Successful Bidder shall remove all trimmings and all cuttings and debris from the site.
- 12.10.1.8 All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or other severe damage shall be immediately reported to BJCC's Director of Operations.
- 12.10.1.9 All trees shall be trimmed prior to budding each year in accordance with directions given by the BJCC Director of Operations.
- 12.10.2 **Pruning** – Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas, especially those adjacent to the BJCC building perimeters.
- 12.10.2.1 Prune deciduous trees in March to develop a strong framework or as necessary
- 12.10.2.2 Trim trees to keep them from touching any building.
- 12.10.3 **Weeding** – Every visit:
- 12.10.3.1 Keep basins and areas between plants free of weeds.

- 12.10.3.2 Use herbicides per manufacturer's recommendations.
- 12.10.3.3 Cultivate as necessary for aeration.
- 12.10.3.4 Weed ground cover areas, cracks, crevices, and all mulch beds.
- 12.10.3.5 Weed perimeter of buildings and any fence lines and structures.

**12.11 Lawn Care**

**12.11.1 Mowing:**

- 12.11.1.1 Mowing operation shall be completely performed at each site according to Maintenance Schedule (see Exhibit A).
- 12.11.1.2 Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the Successful Bidder and not blown into the street, planter beds, or storm drains.
- 12.11.1.3 Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third (1/3) of the turf blade at any time.
- 12.11.1.4 Edge along sidewalk, walk areas, walking tracks, detention ponds, curbs and fence lines.
- 12.11.1.5 Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations, and all fences.
- 12.11.1.6 Remove all turf and edge clippings each time.
- 12.11.1.7 For periods of cool weather, mow lawn at one and one-half (1 & ½) inches.
- 12.11.1.8 For periods of hot weather, mow lawn at two (2) inches from the soil.
- 12.11.1.9 Do not scalp the lawn or cut more than half the existing top-growth in one morning. Remove or catch the clippings immediately.
- 12.11.1.10 Car must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks on facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.
- 12.11.1.11 Mow newly seeded turf in accordance with Exhibit A Maintenance Schedule.

**12.11.2 Edging/ Detailing/ Weed Control**

- 12.11.2.1 All turf areas shall be kept neatly edges and all weed/foreign grass invasions eliminated.
- 12.11.2.2 When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds and grass invasion.
- 12.11.2.3 All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, ground cover beds, and around the base of trees shall be edged to a neat and uniform line.
- 12.11.2.4 The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage) valve boxes, meter boxes, back-flow devices, and other obstacles.

- 12.11.2.5 All grass-like type weeds, morning glory, or vine-weed types, ragweed, or other underground spreading weed shall be kept under strict control.
- 12.11.2.6 Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas and drainage areas.
- 12.11.2.7 Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.
- 12.11.2.8 Mechanical edging of turf shall be performed at each site at same frequency as mowing.
- 12.11.2.9 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs.
- 12.11.2.10 Linear edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A four (4) inch barrier width shall be considered normal.
- 12.11.2.11 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
- 12.11.2.12 Walkways and planter beds shall be cleaned immediately following each mechanical edging, all excessive cuttings and debris shall be removed from the site by the Successful Bidder.

### 12.11.3 **Watering**

- 12.11.3.1 Use irrigation system for watering where available.
- 12.11.3.2 Water schedule based upon evapotranspiration conditions.

12.11.4 **Mulching** – Successful Bidder shall install medium shredded hard wood/brown mulch twice (2) per year in the month of March and November at a minimum depth of two (2) inches on all existing beds, at the base of trees and other mulched areas. Mulch must be at least two (2) inches away from the base of the tree and not mounded to the trunk.

12.11.5 **Raking/ Sweeping/ Blowing** – Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters, and turf areas under trees and removed from site. Under so circumstances shall leaves, grass clippings and/or debris be blown into the street or into storm drains as a means of removal from site.

#### 12.11.5.1 **Frequency**

- 12.11.5.1.1 Ground cover/ planter beds – at each visit
- 12.11.5.1.2 Turf, under trees – as needed
- 12.11.5.1.3 Sweeping/ blowing of concrete areas and walkways, as well as patios and decks, etc. – once per visit.

12.11.6 **Irrigation System Repairs and Maintenance** – The Successful Bidder is responsible for cleaning, maintaining, installing, operating, and repairing irrigation systems at BJCC complex. The Successful Bidder shall provide a **licensed irrigator** to inspect all existing irrigation systems on a monthly basis and shall inspect all installation work provided

for irrigation systems and submit a monthly irrigation report to the BJCC Director of Operations detailing health of existing systems. To the best of the BJCC's knowledge, the irrigation systems that are currently in operation are in good condition. The Successful Bidder shall maintain entire irrigation system and all parts associated with the irrigation system flushed clear and system working properly on a monthly basis:

- 12.11.6.1 Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.
- 12.11.6.2 Test and certify pressure vacuum breaker on a monthly basis.
- 12.11.6.3 Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.
- 12.11.6.4 Control irrigation system controllers shall be set to water during the hours between 10:00 pm and 6:00 am.
- 12.11.6.5 Make adjustments to sprinkler heads as required to keep over-spray from walls, windows, walkways, and roadways.
- 12.11.6.6 The Successful Bidder shall respond to calls from BJCC for non-emergency irrigation repairs within four (4) hours and within two (2) hours for emergency irrigation repairs. BJCC personnel will make the determination as to whether or not the matter is deemed to be an emergency.
- 12.11.6.7 The Successful Bidder shall work in collaboration with BJCC staff in preparing landscape and irrigation systems for cold weather and/ or freezing conditions.
- 12.11.6.8 Winter temperatures are unpredictable therefore the Successful Bidder is expected to coordinate the preparation for icy and freezing conditions, with the BJCC, in order to protect landscape and irrigation systems from damage due to icy and freezing conditions.

**12.11.7 Clean Up and Waste Disposal**

- 12.11.7.1 The Successful Bidder shall be responsible for disposing all waste materials or refuse from Successful Bidder's operations. The Successful Bidder must have prior written approval by the BJCC Director of Operations to dispose of Successful Bidder generated waste materials on BJCC property.
- 12.11.7.2 Maintain sidewalks and driveways free of trash, leaves, and other debris by sweeping, hosing, and vacuuming as necessary.
- 12.11.7.3 Remove branches and other debris from planting areas on a weekly basis.
- 12.11.7.4 Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in landscape area, courtyard area and along the lawn areas of the perimeter walk for both sides of the walkway and around buildings.
- 12.11.7.5 Clean mulch beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch bed areas by removing scattered and excess mulch.
- 12.11.8 Guaranty and Replacement
  - 12.11.8.1 Force Majeure: In the case where any existing plants are damaged or killed beyond the reasonable control of the Successful Bidder such as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction

operations or occupancy of building, the Successful Bidder shall list the item and location and submit a report to the BJCC Director of Operations.

12.11.8.2 Any damaged plant materials approved for removal and replacement by the BJCC shall be the responsibility of the Successful Bidder from the date of installation and acceptance through the terms of the contract.

12.11.8.3 At any time during the guaranty period, any dead plant shall be replaced within three (3) weeks at BJCC Director of Operations request.



MAINTENANCE SCHEDULE – ALL SERVICE AREAS

(Note: estimates are based on 12-month service period)

DESCRIPTION	ESTIMATED NUMBER OF	SERVICE DATES
Mow, edge, remove trash and power blow (weed/grass); water plant containers and annual bed. Do not over water.	44	March-October: Weekly November-February: Every other week
Prune Shrubs	6	Every other month
Prune Trees	1	November
Insect Control	44	March-October: Weekly November-February: Every other week
Spray weeds in paving cracks	24	Every other month
Fluff Mulch	12	Once per month
Cultivate beds	3	March, June, and November
Trim lower limbs at 8 ft and below	2	March and September
Aerate lawns	1	April
Switch out season color (1st Week)	3	March, June, and November
Mulching	2	March and November
Fertilize Lawn	2	February and November
Fertilize Shrubs	2	February and August
Fertilize Trees	1	February
Fertilize Seasonal Color	3	March, June, and November
Inspections (irrigation system)	12	Once per month
Lawn Pre-Emergent	3	February, May, and November

Note: All design concepts and BJCC Director of Operations or designee shall approve plant selection for seasonal colors.

**Exhibit 1**



**Birmingham-Jefferson Civic Center Authority**

**address** 2100 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203

**website** www.bjcc.org **phone** 205.458.8400

**BIDDER INFORMATION FORM**

Company Name: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

d/b/a: \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Web Site: \_\_\_\_\_

Vendor Information: DBE MBE WBE VOSB SDVOSB HUB NONE (CIRCLE ALL THAT APPLY)

**INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:**

**1. BID AWARD NOTICE ADDRESS:**

**2. PURCHASE ORDER ADDRESS:**

**3. REMITTANCE ADDRESS:**

\_\_\_\_\_  
Name of person completing this form

\_\_\_\_\_  
Date

**Exhibit 2**



**Birmingham-Jefferson Civic Center Authority**  
**address** 2100 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203  
**website** www.bjcc.org **phone** 205.458.8400

**Bid Form**

**(Bidder must use this form; Fill in all spaces.)**

The Bidder, in compliance with the Invitation for Bid for **Landscaping & Grounds Maintenance Services**, as specified, for the Birmingham-Jefferson Civic Center Authority, having examined the specifications and related documents, hereby proposes to furnish all equipment, materials, accessories and/or services in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices cover all expenses incurred in providing the equipment, accessories, materials and/or services, including delivery and fuel surcharges, under the contract documents, of which this bid is a part, and F.O.B. delivery of same to BJCC. **BJCC's decision shall be final regarding the acceptability of any substitute item proposed in this bid.**

Bid to furnish and deliver landscaping & grounds maintenance services per the detailed specifications:

Bid for landscaping & maintenance \$ \_\_\_\_\_ per month

**This bid cannot be considered valid unless signed and dated by an authorized agent of the Bidder.**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

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

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 \_\_\_\_\_

*Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

**RETURN FORM WITH BID.**