



# Trenholm State

## COMMUNITY COLLEGE

### REQUEST FOR PROPOSALS

# CUSTODIAL SERVICES

**RFP# 2020-21-001**

The Trenholm State Community College invites you to propose an offer for providing **Custodial Services** for Trenholm State Community College as specified in the attached pages. Sealed proposals will be received until **2:00 p.m., March 8, 2021**, at **1225 Air Base Blvd., Montgomery, AL 36108**.

#### **INSTRUCTIONS FOR VENDOR:**

All prices submitted on the proposal are to be comprehensive.

The contract will be awarded after the College evaluates the proposals and makes a determination based on criteria as described herein. The contract for purchase will be put into effect by means of a purchase order.

Any questions regarding the proposal process or specifications should be directed to:

**Aleysha Konesky, Dean of Finance and Administrative Services**  
**Trenholm State Community College**  
**Post Office Box 10048**  
**Montgomery, AL 36108**  
**(334) 420-4252**  
[akonesky@trenholmstate.edu](mailto:akonesky@trenholmstate.edu)

**PAYMENT:** The successful vendor can expect payment from Trenholm State Community College. The annual contract price will be invoiced in equal monthly installments of 1/12<sup>th</sup> of the total annual contract price. In any year which is a leap year, the annual contract price shall be increased by an additional day (1/365 of the annual contract price) to account for the additional day.

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## Section I: Proposal Overview

**PURPOSE:** Trenholm State Community College (Trenholm State) seeks sealed proposals from qualified firms and to negotiate an agreement for the provision of comprehensive facilities management services for specified departments and functions as outlined herein.

### **BACKGROUND**

Trenholm State Community College is an associate degree granting institution with the mission to provide accessible educational opportunities, including credit and non-credit courses and certificates, for career preparation, advancement, and life-long learning as well as to promote economic growth and enhance the quality of life for residents of Central Alabama.

The College is a public two-year community college located near the center of the State of Alabama. The service area includes the area of Macon County, west of a line drawn north to south through the city of Franklin; Elmore County, excluding correction education and the Central Alabama Community College site in Tallassee; Montgomery County; the area of Bullock County, west of a line drawn north to south through the city of Union Springs; Lowndes County and Autauga County, in cooperation with Wallace Community College-Selma. The area consists of urban, suburban, and rural populations.

Trenholm State is comprised of one main campus – Trenholm Campus (includes Library Tower and Joseph Dickerson Education Center - JDEC) and five institutional sites:

- Instructional Site – Patterson Campus
- Instructional Site – Downtown Site (Culinary Arts) [SERVICES NOT NEEDED FOR THIS SITE]
- Instructional Site – Truck Driving Training Center
- Instructional Site (Dual Enrollment Only) – Bullock County Site [SERVICES NOT NEEDED FOR THIS SITE]

Enrollment for 2019-2020 was Fall 2,042; Spring 1,823 Summer 1014.

**SCOPE:** The selected firm shall furnish all necessary resources (including but not limited to personnel, training programs, support, equipment, materials, services and supplies) to implement a program which improves efficiency and effectiveness of the College’s custodial services and related operations (reference section VIII for detailed information).

### **TIMETABLE:**

- |                           |                          |
|---------------------------|--------------------------|
| • Issue RFP               | <b>February 11, 2021</b> |
| • Site Visit              | <b>February 22, 2021</b> |
| • Deadline for Submission | <b>March 8, 2021</b>     |
| • Estimated Start Date    | <b>March 15, 2021</b>    |

**SUBMISSION DEADLINE:** Proposals will be received until 2:00 PM local time on **March 8, 2021**.

**PRE-PROPOSAL CONFERENCE AND SITE VISITS:** There will be no pre-proposal conference held. However, any firm wishing to submit a proposal must attend a **College site visit on February 22, 2021 beginning at 9:00 AM**. Failure to schedule and carry out a site visit within the required time frame could result in the rejection of the proposal.

**COMMUNICATION:** all inquiries and request for information regarding proposal submission requirements shall be directed to:

**Aleysha Konesky**  
**Dean of Finance and Administrative Services**  
H. Councill Trenholm State Community College  
1225 Air Base Blvd.  
Post Office Box 10048  
Montgomery, Alabama 36108  
(334) 420-4252  
akonesky@trenholmstate.edu

**PROPOSAL ACCEPTANCE:** The College shall have the right to accept or reject any proposal. In particular, the College may reject a proposal not accompanied by data required by the RFP or in any way incomplete or irregular. Conditional proposals will not be accepted.

**CONTRACT AWARD:** Award shall be made to the one qualified firm whose proposal is determined to be the most advantageous when taking into consideration the evaluation factors set forth in the sections that follow, including overall long-term value to the College. There is no obligation on the part of the College to award a contract. Any contract awarded will be awarded to a single firm. *(reference section VI for detailed information)*

**FEES AND OPERATING COST:** Fees will be considered a part of overall operating cost. Operating cost will be viewed as one of a number of component determinants of overall best value and will be considered in accordance with the criteria established herein.

**ADDENDA:** Any changes to this RFP will be made by addendum and such changes will prevail over previously issued information. Addenda issued will be mailed/e-mailed to firms on record to participate. Each firm submitting a proposal is responsible to ensure the latest addendum is incorporated.

**OPEN COMPETITION:** the College encourages free and open competition. Whenever possible, specifications and proposal terms and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the needs of the College and the assurance of an economically and operationally sound solution.

**NON-COLLUSION:** Submission of a proposal guarantees that the proposal has been prepared without collusion with other firms and without effort to preclude the College from obtaining the best possible competitive value. The firm certifies that neither its officers nor its employees have bribed or attempted to bribe or influence in any improper manner any office, employee or agent of the College, and that the firm has disclosed any known beneficial relationship between a College official and the firm.

**WITHDRAWAL OR MODIFICATION OF PROPOSALS:**

- a. A proposal may be withdrawn prior to the time set for opening of proposals, provided a written request, executed by the vendor or the vendor's "authorized representative" is filed with the owner prior to that time. The proposal will then be returned to the vendor unopened.
- b. A proposal which has been sealed in its delivery envelope may be revised by writing the change in price on the outside of the delivery envelope over the signature of the vendor or the vendor's "authorized representative". In revising the proposal in this manner, the vendor must only write the amount of the change in price on the envelope **and must not reveal the proposal price.**

- c. Written communications signed by the vendor or its “authorized representative” to revise proposals will be accepted if received by the owner prior to the time set for opening proposals. The owner will record the instructed revision upon opening the proposal. Such written communication may be by facsimile if so stipulated. In revising the proposal in this manner, the vendor must only write the amount of the change in price **and must not reveal the proposal price.**

## **PROPOSAL ERRORS**

- a. **Errors and Discrepancies in the Proposal Form.** In case of errors in the extension of prices in proposals, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern.
- b. **Mistakes within the Proposal.** If the selected vendor discovers a mistake in its proposal, the selected vendor may seek withdrawal of its proposal without forfeiture of its proposal guaranty under the following conditions:
  - 1. **Timely Notice:** The selected vendor must notify the Awarding Authority in writing, within three working days after the opening of proposals, that a mistake was made. This notice must be given within this time frame whether or not award has been made.
  - 2. **Substantial Mistake:** The mistake must be of such significance as to render the proposal price substantially out of proportion to the other proposal prices.
  - 3. **Type of Mistake:** The mistake must be due to calculation or clerical error, an inadvertent omission, or a typographical error which results in an erroneous sum. A mistake of law, judgment, or opinion shall not constitute a valid ground for withdrawal without forfeiture.
  - 4. **Documentary Evidence:** Clear and convincing documentary evidence of the mistake must be presented to the awarding authority as soon as possible, but no later than three working days after the opening of proposals. The awarding authority’s decision regarding a low vendor’s request to withdraw its proposal without penalty shall be made within 10 days after receipt of the vendor’s evidence or by the next regular meeting of the awarding authority. Upon withdrawal of proposal without penalty, the low vendor shall be prohibited from (1) doing work on the project as a subcontractor or in any other capacity and (2) proposing on the same project if it is re-proposed.

**INCOMPLETE AND IRREGULAR PROPOSALS:** A proposal that is not accompanied by data required by the proposal documents, or a proposal which is in any way incomplete, may be rejected. Any proposal which contains any uninitiated alterations or erasures, or any proposal which contains any additions, alternate proposals, or conditions not called for, or any other irregularities of any kind, will be subject to rejection.

**PREPARATION EXPENSE:** All proposals submitted in response to this RFP must be supplied at the sole expense of the proposing firm, irrespective of the final decision of the College as to contract award.

**EXAMINATION OF PROPOSAL DOCUMENTS & WORK SITES:** Before submitting a proposal for the work, the vendors shall carefully examine the proposal documents, visit the site, and satisfy themselves as to the nature and location of the work, and the general and local conditions, including weather, the general character of the site or buildings, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their proposals. The submission of a proposal shall constitute a representation by the vendor that the vendor has made such examination and visit and has judged for and satisfied himself or herself as to conditions to be encountered regarding the character, difficulties,

quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements involved.

**ORAL PRESENTATION:** A firm or firms submitting proposals which meet the selection criteria and which are deemed to be most advantageous to the college may be required to give oral presentation(s) to College officials. The College is under no obligation to schedule an oral presentation with any specific firm, and any scheduling of oral presentations will be done by the College.

**INQUIRIES:** The College will not provide verbal answers to inquires or verbal instructions regarding the RFP. A verbal statement by any person representing the College shall be considered non-binding. The college is not liable for increased cost or other consequences resulting from the acceptance of verbal direction by a participating firm.

**EXPLANATIONS AND INTERPRETATIONS:**

- Should any vendor observe any ambiguity, discrepancy, omission, or error in the drawings and specifications or in any other proposal document, or be in doubt as to the intention and meaning of these documents, the vendor should immediately report such to the owner and request clarification.
- Clarification will be made only by written addenda sent to all prospective vendors.
- In the case of inconsistency between drawings and in specifications or within either document, a vendor will be deemed to have included in its proposal the better quality or greater quantity of the work involved unless the vendor asked for and obtained the owner's written clarification of the requirements before submission of the proposal.

**QUALIFICATIONS OF VENDORS AND PREQUALIFICATION PROCEDURES:** Any special qualifications required of contractors or material suppliers are set forth in the proposal documents.

- Release of proposal documents by the owner to a prospective vendor will not constitute any determination by the owner that the vendor has been found to be qualified, prequalified, or responsible.

**SELECTION:** Selection shall be made of one firm deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified herein. The College may cancel this RFP, reject proposals or any portions thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the College determine (at its sole discretion) that only one firm is fully qualified, or that one firm is clearly more suitable than the others under consideration, a contract may be awarded to that firm.

**NEGOTIATIONS:** Final negotiations may be conducted with the selected firm in order to insure the best overall program design and to achieve the best business arrangement for the parties.

**AMERICANS WITH DISABILITIES ACT:** If special accommodations are needed in order to attend meetings or to accomplish building site visits, please contact the College at least one (1) week prior to the event to insure such accommodations.

**CERTIFICATIONS:** Included with this RFP are certain certifications mandated by Alabama Law. These certifications are to be completed and returned with the RFP. The awarded vendor will be further required to provide additional certifications relative to compliance with certain ethics related laws and immigration laws.

Any bidder who wishes to receive this RFP in electronic form should contact the Dean of Finance, Mrs. Aleysha Konesky (334) 420-4252 or Kevious Hollenquest via email at [khollenquest@trenholmstate.edu](mailto:khollenquest@trenholmstate.edu).

Additional Information: For building information, please consult with Robert Allen, Director of Physical Plant (334) 799-6544 or [rallen@trenholmstate.edu](mailto:rallen@trenholmstate.edu).

## Mandatory Site Visit

A mandatory site visit for each location is required for all bidders wishing to bid on this RFP, to fully understand what is involved and required to provide a realistic price, which must include all materials and supplies to perform the require services.

Vendors are required to have this mandatory site visit statement signed by the agency's authorized personnel, attesting that they made the mandatory site visit. The signed mandatory site visit statement (s) must be returned with your bid and the exact bid copy, per section IV of this RFP. Failure to provide the required mandatory site visit statement(s) as outlined above will result in the rejection of your bid for that line item.

With consideration to the ongoing worldwide health crisis and with extreme caution, face masks (not provided) are required for all in attendance.

If you are sick, have/are caring for someone with COVID-19, or believe you have been exposed to COVID-19, please stay home.

### **Certification of inspection:**

This statement certifies that the vendor has inspected the facility/area listed herein and is aware of all requirements, terms and conditions outlined. Building square footage provided is an estimate and does not reflect the cleaning square footage. It is the responsibility of the vendor to verify the actual square footage pertaining to this bid. To validate this certification, the vendor and agency management (director, manager, supervisor, etc.) must be sign in the spaces provided. This signed statement must be returned with the bid or the bid will be rejected.

### **Please report to the following location:**

**February 22, 2021 @ 9:00 AM**

**Trenholm State Community College**

**1225 Air Base Blvd**

Montgomery, Al 36108

*(Patterson Site immediately following Trenholm Campus)*

**Patterson Site**

**3920 Troy Highway**

Montgomery, Al 36116

Vendor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Section II. Proposal Conditions

**CONTRACT TERM:** The successful firm will be awarded a one-year contract with a term up to three years. Code of Alabama, 1975, Section 41-16-27 (e) 1 provides that for public two-year colleges, contracts which either generate funds or will reduce annual cost by awarding the contract for a longer term than a period of three years may be let for periods not greater than ten years. After an initial three year contract period, a determination will be made of cost reduction and related savings attributable to the services of the facilities management firm. Should such savings or cost reduction be realized, the College at its sole discretion may extend the initial agreement up to the amount of time permitted by this statute.

**Term:** This is a Request for Proposal only. The Proposal of the selected vendor will be treated as an offer to enter into a contract with Trenholm State Community College. The final contract award shall be subject to the review by Trenholm State Community College legal counsel.

**APPROPRIATION:** If funds for the services provided under the contract are not appropriated in a given College fiscal year, the College may terminate the contract upon 30-day notice.

Continuation of any contract agreement between the State and a contract vendor beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this RFB and any resulting contract agreement. Non-availability of funds at any time shall cause any contract agreement to become void, unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued contract payment.

In compliance with Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019:

1. 100 percent (100%) of the cost for the janitorial service will be financed with Federal funds.
2. The dollar amount of Federal funds for this project will not exceed \$370,300. Once \$370,300 is reached or should Federal funds become unavailable, the services will be re-bid.
3. No part of the cost for janitorial services will be financed by non-governmental sources.

**ILLEGAL WORKERS:** The College shall consider the intentional employment of unauthorized aliens by the selected firm a violation of US immigration laws, and that such act is cause for unilateral cancellation of any contract resulting from this RFP.

The selected firm in addition to federal immigration compliance must further be in compliance with applicable Alabama statutes regarding employment of illegal immigrants and provide the College the required certification documents and evidence of enrollment in the E-verify program.

**UNIFORMS:** the selected firm will provide uniforms and photo identification badges for its employees. The College will provide these items for its employees.

**BACKGROUND CHECK:** All employees of the selected firm must undergo a criminal background check prior to beginning work. No employee with a felony conviction or a conviction of a sex crime, crime of moral turpitude or any crime against a child may be employed. Background checks are the responsibility of the vendor. Vendor shall ensure that personnel involved with any College agreement shall be advised of and acknowledge the confidential nature of service. The vendor and its employees each shall treat as confidential all information

obtained and/or observed of the College's employees, operations, or clients. Privileged Confidential information is solely for the purpose of rendering services pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of such providing authorized College personnel.

**ASBESTOS MATTERS:** The College will be responsible for all matters relating to asbestos.

**STORAGE:** The College will provide the selected firm a suitable storage space at each location.

**PRICING AND PAYMENT:** Base contract pricing will be set annually unless amended by the parties. Monthly invoices should be submitted on the last day of the month in which services were provided and paid within 10 business days.

- Start Up – pricing will include all costs associated with startup of services.
- CPI Adjustment – An adjustment not to exceed, Consumer Price Index will be considered on each anniversary of the contract based upon the availability of funds.
- Adjustment for Changes in Service – An adjustment based on change in services or scope will be negotiated between the parties and will be effective upon the change.
- Other Changes – Unionization, minimum wage increases, tax rate changes, mutual decisions to alter staffing, and other similar circumstances will be considered reason for review and/or negotiation of new contract pricing.

**OPERATIONAL EQUIPMENT** – Supplemental non-fixed operational capital equipment (such as cleaning carts, floor machines, mowers) will be provided by the selected firm.

- Vehicles – supplemental vehicles will be provided by the selected firm.
- Each party shall be responsible for maintenance, repair, insurance and replacement of its respective operational equipment and vehicles.

Equipment & Supplies: The contractor will be responsible for providing all equipment, materials and supplies, (contractor to provide per case pricing for paper towels, toilet tissue, hand soap, and trash can liners). The contractor will provide a list of all equipment, materials and supplies that will be used in performing the tasks of the contract. The list of equipment will detail the types and quantities of equipment, materials, supplies and all things necessary that are anticipated to accomplish custodial services in accordance with the RFP. The list should accompany the RFP as an attachment.

- a. Materials and supplies shall not be used in performance of the contract in the College until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials have been presented to the College Administrator. The contractor shall use environmentally safe products when possible. The contractor will not use any material that the College determines to be unsuitable or harmful to the surfaces intended for its use. Costs for correcting damage caused by misused or unauthorized materials will be the sole responsibility of the contractor. The contractor shall purchase and issue all chemicals in their original containers.
- b. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this contract. Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State, and County laws ordinances, rules and regulations.
- c. No bleach or ammonia products will be used in the operations of the custodial services.

### Section III. Contract Management

1. **Contract Management:** The contractor shall furnish with their proposal response an organizational chart of his/her proposed supervisor structure and general cleaning staffing to include daily, monthly, annual hours per campus and support facility. The chart should indicate the levels of supervision and general cleaning position (i.e. General Cleaner, Working Supervisor, Floor Tech, etc...) to be used at each Trenholm State Community College Campus. The contractor's detailed list of equipment shall be provided per school and support facility to be used in the performance of the duties identified herein.
2. All employees of the contractor working in the Trenholm State Community College must have a clear criminal history background check. This will be at the contractor's expense.
3. Any damage or loss sustained by the school to its occupants, premises, or contents as a result of the performance, lack of performance, negligence or dishonesty of the contractor, its employees, or agents is to be borne by the contractor.

**CURRENT INVENTORY:** the selected firm will not be required to purchase the inventory of the College, but will be expected to use as much of it as is practical as part of the performance of the work required under the contract.

**REGULATORY COMPLIANCE:** the selected firm will comply at all times with all regulations governing the services provided as a result of this RFP, and the College will fully cooperate with such efforts by the firm.

The selected firm must be licensed to do business in the State of Alabama.

**LICENSING REQUIREMENTS:** The vendor must have the appropriate business license and must include such evidence of license with the proposal. A proposal which includes work that is outside of the type or types of work stipulated in the vendor's license will not be considered.

**INSURANCE REQUIREMENTS:** As an attachment to the proposal document submitted, the vendor must provide proof of current insurance as follows:

- **General Liability** for an amount not less than \$2,000,000. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.
- **Workers Compensation** – the selected firm shall secure and maintain for the life of the contract valid Worker's Compensation Insurance as required by law.
- **Automobile Liability** – the selected firm shall secure and maintain for the life of the contract automobile liability insurance on all vehicles against bodily injury and property damage in the amount of at least 100,000 per person, \$300,000 per occurrence.
- **Employer's Liability** – the selected firm shall secure and maintain for the life of the contract employer's liability insurance with at least a \$500,000 limit.
- **Fidelity Bond** – the selected firm shall secure and maintain for the life of the contract a fidelity bond or equivalent coverage in the amount of at least \$50,000 per employee.

**INDEMNITY:** to the extent permitted by law, each party will indemnify the other party against loss due to its negligent acts or omissions.

**PERFORMANCE BOND:** Successful contractor will be required to furnish a performance bond for 25% of the annual contract amount.

- In lieu of performance bond contractor(s) may provide an irrevocable letter of credit naming the College as beneficiary. The irrevocable letter of credit must be in an amount specified for the performance bond and the format content required by the College. Performance bond/irrevocable letter of credit must be furnished by a company licensed to do business in the State of Alabama. The performance bond/irrevocable letter of credit must cover the entire contract period. The performance bond/irrevocable letter will be held by the College the entire term of the contract to protect potential users in the event the provider defaults on this contract.
- The performance bond/letter of credit must provide that in the event of non-renewal, the College, and the contractor be notified in writing by the issuer a minimum of 60 calendar days prior to the anniversary of the contract effective date.
- Such bond/irrevocable letter of credit must be furnished to the College within 10 calendar days of contract award notice and prior to contract commencement. Receipt of the Bond will be required prior to the start of the contract.

**NOTICES AND AMENDMENTS:** All notices and amendments must be in writing.

**TERMINATION:** This agreement may be terminated at any time by either party with 90 days written notice.

**JURISDICTION:** This agreement will be construed and governed in the State of Alabama.

**LANGUAGE REQUIREMENT:** English is the recognized language used in the College. Although it is not a requirement that all of the selected firm's employees speak English, it is a requirement that the overall supervisor and the lead person on each campus be able to speak, write and understand English, in order to properly understand and communicate instructions.

**SUBSTITUTIONS:** The identification of any product, material, system, item of equipment, or service in the proposal documents by reference to a trade name, manufacturer's name, model number, etc. (hereinafter referred to as "source"), is intended to establish a required standard of performance, design, and quality and is not intended to limit competition unless the provisions below apply.

When the proposal documents identify only one or two sources, or three or more sources followed by "or approved equal" or similar wording, the vendor's proposal may be based on a source not identified but considered by the vendor to be equal to the standard of performance, design and quality as specified; however, such substitutions must ultimately be approved by the owner. If the vendor elects to propose a substitution without "Pre-proposal Approval" as described below, then it will be understood that proof of compliance with specified requirements is the exclusive responsibility of the vendor.

When the proposal documents identify three or more sources and the list of sources is not followed by "or approved equal" or similar wording, the vendor's proposal shall be based upon one of the identified sources, unless the vendor obtains "Pre-proposal Approval" of another source as described below. Under these conditions it will be expressly understood that no product, material, system, item of equipment, or service that is not identified in the proposal documents or granted "Pre-Proposal Approval" will be incorporated into the work unless such substitution is authorized and agreed upon through a Contract Change Order.

If the Proposal Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the vendor's proposal must be based upon the identified sole source.

**Procedures for "Pre-proposal Approval".** If it is desired that a product, material, system, piece of equipment, or service from a source different from those sources identified in the proposal documents be approved as an acceptable source, application for the approval of such source must reach the hands of the owner at least seven days prior to the date set for the opening of proposals. At the owner's discretion, this seven day provision may be waived. The application for approval of a proposed source must be accompanied by technical data which the applicant desires to submit in support of the application. The owner will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed source with previous users, evidence of reputation of the source for prompt delivery, evidence of reputation of the source for efficiency in servicing its products, or any other pertinent written information. The application to the owner for approval of a proposed source must be accompanied by a schedule setting forth how the materials or equipment submitted for consideration differ from the materials or equipment designated in the proposal documents. The burden of proof of the merit of the proposed substitution is upon the proposer. To be approved, a proposed source must also meet or exceed all express requirements of the proposal documents. Approval, if granted, shall not be effective until published by the Owner in an addendum to the proposal documents.

**DISQUALIFICATION OF VENDORS:** Any vendor(s) may be disqualified from consideration for contract award for the following reasons:

- **Collusion.** Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition to proposal at a fixed price or to refrain from proposing or otherwise shall render the proposals void and shall cause the vendors or prospective vendors participating in such agreement or collusion to be disqualified from submitting further proposals to the Awarding Authority on future lettings.
- **Advance Disclosure.** Any disclosure in advance of the terms of a proposal submitted in response to an Advertisement for Proposals shall render the proceedings void and require re-advertisement and re-proposal.
- **Failure to Settle Other Contracts.** The Awarding Authority may reject a proposal from a vendor who has not paid, or satisfactorily settled all bills due for labor and material on other contracts in force at the time of letting.

**CONSIDERATION OF PROPOSALS:** After the proposals are opened, the proposal prices will be compared and the results of this comparison will be available to the public. Until the final award of the contract, however, the Awarding Authority shall have the right to reject any or all proposals, and it shall have the right to waive technical errors and irregularities if, in its judgment, the vendor will not have obtained a competitive advantage and the best interests of the Awarding Authority will be promoted.

If the proposal documents request proposals for projects or parts of projects in combination or separately, the proposal documents must include modifications of, or supplements to, these instructions to vendors setting forth applicable proposal procedures. Award or awards will be made to the lowest responsible and responsive vendor or vendors in accordance with such proposal procedures.

## Section IV. Proposal Submission

Three (3) proposal documents are to be submitted in a sealed envelope or box. One must be an original. Please indicate with the response the name of the firm, contact person and contact information. The college reserves the right to request additional copies or information without cost or to duplicate information submitted as required for the purpose of evaluating proposals. Proposals should be mailed or delivered to:

Recipient Name: Aleysha Konesky  
Title: Dean of Finance and Administrative Services  
Delivery Address: 1225 Air Base Blvd.  
Mailing Address: Post Office Box 10048  
City, St, Zip: Montgomery, Alabama 36108

Email and faxed proposals will not be accepted. Late proposals will not be accepted.

**Proposal Format:** Proposals should provide a straightforward, concise description of the capabilities of the firm and must satisfy at least the basic requirements of the RFP. Emphasis should be on completeness and clarity of content. The response may be placed in any order, but should be formatted in the following major sections:

1. **Required Documents:** this section should include any specific documents required by the RFP, such as insurance certificates, completed forms supplied by the College, licenses, etc.
2. **Company:** this section should include information about the firm and its qualifications and should include references.
3. **Organization:** this section should include the firm's proposed on-site organization, including staffing information. It should also include any information about managers who may be assigned to the operation.
4. **Financial:** This section should include pricing, various financial calculations and related information sufficient to explain the fees and costs associated with providing the services.
5. **People:** This section should include information concerning recruitment, selection, training, promotion, benefits and other personnel related information.
6. **Operations:** this section should include operational information concerning the method of service deliver, including programs and management.
7. **Support:** This section should describe corporate support, technical support systems and quality control systems.
8. **Supplemental:** This section should include any additional information the firm wishes to provide which it believes will help the College make a determination about its capability and suitability as a business partner.

**SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as necessary so that the College may properly evaluate the capabilities of the firm to provide the required services. Each firm is required to submit completely the following items:

1. A complete response to the RFP.

2. A minimum of three (3) university or college clients for whom the firm is currently providing services of the same or substantially similar scope as outlined herein. Include the dates of service, the client name, address, and the name and telephone of one or more administrators who have responsibility for the relationship.
3. Evidence of experience in providing services similar to those described herein for at least a five year period.
4. As evidence of financial stability, please provide the most recent annual report produced by the firm, showing at least two consecutive years of financial results.
5. As evidence of a support organization sufficient to deliver the proposed services, please include a chart and information demonstrating the organization that would support the firm's proposed program.
6. Please include any other pertinent information that demonstrates the firm's corporate capability to successfully perform the services.
7. Please indicate and identify those capabilities and resources produced within the firm's organization as opposed to those to be acquired through the use of third party employees or subcontractors. If subcontractors are to be employed in the performance of the specified services, provide a written narrative describing the rationale used for utilizing these resources for the purposes of this contract.

Section V: Proposal Evaluation

Evaluation of proposal shall be based on the best overall solution for the College. Cost is only one factor used in determining the “best value proposal”.

The College expressly reserves the right to waive minor deviations from the specification when it is determined that total cost to the College of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the confirming proposal. In conjunction, the College also reserves the right to:

- Waive any defect, irregularity or informality in any proposal procedures.
- Reject any or all RFPs.
- Award the entire RFP to one vendor.
- Award the RFP under the most beneficial terms for the College
- Extend the opening time and date.
- Procure any item of the RFP by other means.

**Evaluation Criteria:** Proposals will be evaluated and contract award made based on the five broad categories listed below. Each category is assigned a maximum point value for a total possible score of 100 points.

Criteria	Points
1. <b>RFP Responsiveness:</b> Responses should include all documentation requested in RFP.	<b>5</b>
2. <b>Cost of Services:</b> Include detail breakdown of all program costs – salaries and benefits of each proposed contractor employee, materials, supplies and equipment provided by the contractor. Expected Cost Savings of Services vs. Self-Management by the College:	<b>30</b>
3. <b>Firms financial stability:</b>	<b>20</b>
4. <b>Firms relevant experience/expertise in facilities management:</b>	<b>30</b>
5. <b>Other relevant assessment criteria:</b>	<b>15</b>
• Firm’s training program:	
• Firm’s proposed facilities management team	
• Firm’s facility management information systems	
• A description of your firm’s approach to recycling and identifying and managing waste.	
• A description of your firm’s initiatives to address diversity and inclusion in the work place.	
<b>Total</b>	<b>100</b>

**Performance Investigations:** As a part of the proposal evaluation process the College may make inquiries and investigations, including visiting sites or obtaining verbal or written reference from the firm’s customers, to determine the ability of the firm to provide service.

## Section VI: Award of Contract

**The College reserves the right to reject any and/or all proposals, to waive all formalities in proposals, to be the sole judge of quality and equality of the proposals and to award the contract to the most desirable vendor. The College also reserves the right to cancel this contract for lack of funding without penalty from the vendor.**

- a. DETERMINATION OF THE WINNING PROPOSAL SHALL BE DETERMINED BY THE COLLEGE BASED ON THE COLLEGE'S JUDGMENT OF THE LOWEST RESPONSIBLE AND RESPONSIVE PROPOSAL. POINTS SCORED ON THE EVALUATION SHEET WILL BE TAKEN INTO CONSIDERATION BUT WILL NOT REPRESENT THE SOLE DETERMINING FACTOR FOR AWARD. The College will award contract to the vendor who submits the "**Best Value Proposal**" to the College.
- b. A responsive vendor is one who submits a proposal that complies with the terms and conditions of the request for proposal. Minor irregularities in the proposal shall not defeat responsiveness. It is the College's intent to open proposals on the established proposal date and time, but will award contract after evaluation of the most responsible vendor. The contractor will be required to begin work on or about **March 15, 2021** and the contract will end **March 15, 2022**. **The College may at its discretion extend the contract for an additional optional year or years.**
- c. A vendor to whom award is made will be notified by Trenholm State Community College administration by confirmed letter to the address shown on the Proposal Form at the earliest possible date. Unless other time frames are stipulated, the maximum time frames allowed for each step of the process between the opening of proposals and the issuance of an order to proceed with the work shall be as follows:
  1. Prior to start, contractor must return the fully executed contract, with bonds and evidence of insurance, to the awarding authority.
  2. Successful vendor will be required to submit their E-verify MOU certificate before RFP is awarded.
  3. Awarding authority's approval of the contractor's bonds and evidence of insurance and completion of contract execution will be evidenced by a purchase order from Trenholm State Community College. The issuance of a *purchase order* will be the notice to proceed from the owner to the selected vendor.
  4. Should the successful vendor to whom the contract is awarded fail to execute the contract and furnish acceptable performance and payment bonds and satisfactory evidence of insurance within the specified period, the College reserves the right to rescind the award and award the contract to the next best value proposal.

**I. OFFICE AREAS, CLASSROOMS, LOUNGES AND WORK ROOMS  
FIVE (5) DAYS PER WEEK (DURING SCHOOL TERM)**

**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. All waste will be collected and removed to a central waste disposal area.
- B. 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.
- C. 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.
- D. CARPETS:** Carpets will be vacuumed in traffic lanes and around desks in classrooms.
- E. WALLS:** Wall surfaces around light switches, handrails, doorknobs, and other heavy traffic areas are to be spot cleaned as needed.
- F. 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.
- G. GLASS PARTITIONS:** Interoffice glass panels are to be spot cleaned to remove fingerprints and smudges.
- H. CLASSROOMS:** Chalk/Marker boards and trays will be cleaned daily unless instructed otherwise.

**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.
- F. **CHALK/MARKER BOARDS:** All boards will be damp cleaned on a weekly basis.

### 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.

## II. HALLS 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. All waste will be collected and removed to a central waste disposal area.
- B. **LEDGES AND HANDRAILS:** All ledges, handrails, and other surfaces prone to dust accumulation will be dusted.
- C. **WALLS:** Wall surfaces around light switches, handrails, doorknobs, and other heavy traffic areas are to be spot cleaned as needed.
- D. **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.
- E. **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.
- F. **FLOORS:** Carpeted floors are to be thoroughly vacuumed. Tile or terrazzo areas will be dust mopped and damp mopped daily.
- G. **ENTRANCE MATS:** Fabric-coated entrance mats are to be vacuumed. Rubber or vinyl mats are to be swept or brushed, as the situation warrants.

### MONTHLY

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

### III. RESTROOMS AND LOCKER ROOMS

#### 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, and liquid hand soap or bar soap 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.
- G. **STALL PARTITIONS:** The tops of all partitions will be dusted. Partition walls will be spot cleaned with a detergent disinfectant solution.
- 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.

#### 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. STAIRWELLS

##### NIGHTLY

- A. **STEPS AND LANDINGS:** 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.

#### V. FLOOR MAINTENANCE

##### WEEKLY

- A. **HALLS/CORRIDORS:** All VCT will be burnished twice weekly and re-coated in traffic areas as needed.
- B. **CAFETERIA/DINNING/BREAK AREAS:** VCT flooring will be burnished twice weekly and recoated in traffic areas.
- C. **CAFETERIA/DINNING/BREAK AREAS, HALLS/CORRIDORS:** All composition floors will be auto-scrubbed and re-coated in traffic areas where needed with an approved floor finish.
- D. **CARPET:** All carpet will be spot extracted.

##### MONTHLY

- A. **FLOOR MAINTENANCE:** All classroom, lounges, office tile will be burnished.

#### VI. CHRISTMAS/SPRING BREAK CLEANING

- A. **TILE:** All composition floors will be scrubbed and re-coated with three coats of floor finish.
- B. **CARPET:** All carpet will be shampooed.
- C. **CLASSROOMS:** All classrooms will be detailed cleaned to include all low and high dusting. All waste receptacles will be washed and disinfected.
- D. **OFFICES/LOUNGES:** All high and low dusting will be done. All waste receptacles will be disinfected and cleaned.

**E. RESTROOMS:** All walls, fixtures and partitions will be fully detailed and disinfected.

**F. ENTRANCES:** All entrance areas will be detail cleaned and entrance glass cleaned.

## **VII. SUMMER CLEANING**

**A. TILE:** All composition floors will be stripped and finished with six coats of floor finish.

**B. CARPET:** All carpet will be extracted with truck-mounted units.

**C. CLASSROOMS:** All classrooms will be detailed cleaned to include all low and high dusting washing and disinfecting of all student desks and waste receptacles.

**D. OFFICES/LOUNGES:** All high and low dusting will be done. All waste receptacles will be disinfected and cleaned.

**E. RESTROOMS:** All walls, fixtures and partitions will be fully detailed and disinfected.

**F. ENTRANCES:** All entrance areas will be detail cleaned and entrance glass cleaned.

## **VIII. DAY PORTERS (12 MONTHS PER YEAR)**

**A.** Provide a minimum of 1 Day Porter or 1 Day Maid per School for year-round service.

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) **OFFICES** of the President, Dean of Finance, Student Services, Instruction, and Workforce Development

1. **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. All waste will be collected and removed to a central waste disposal area.

2. **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.

3. **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.
4. **CARPETS:** Carpets will be vacuumed in traffic lanes and around desks in offices.

## IX. MISCELLANEOUS

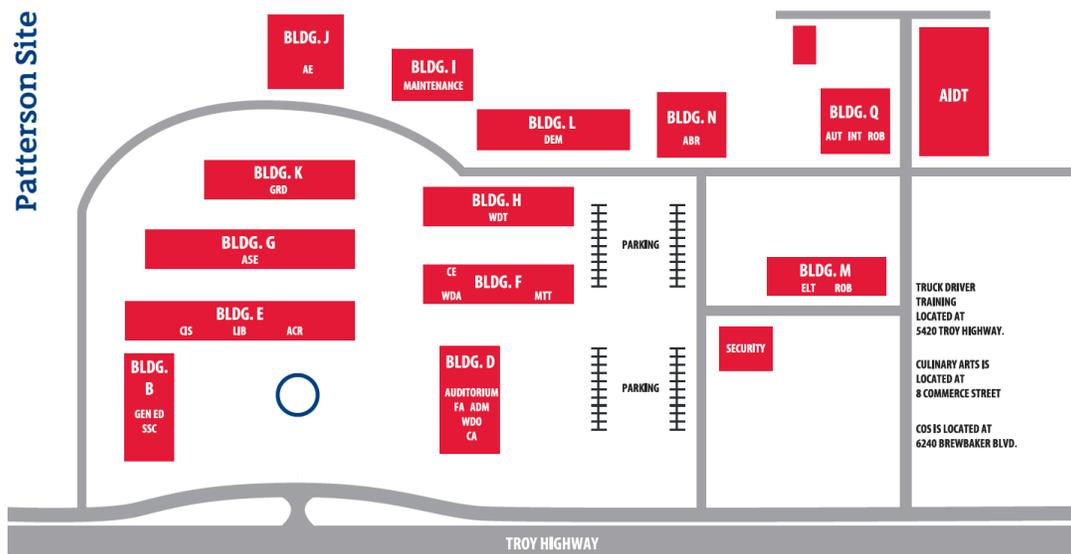
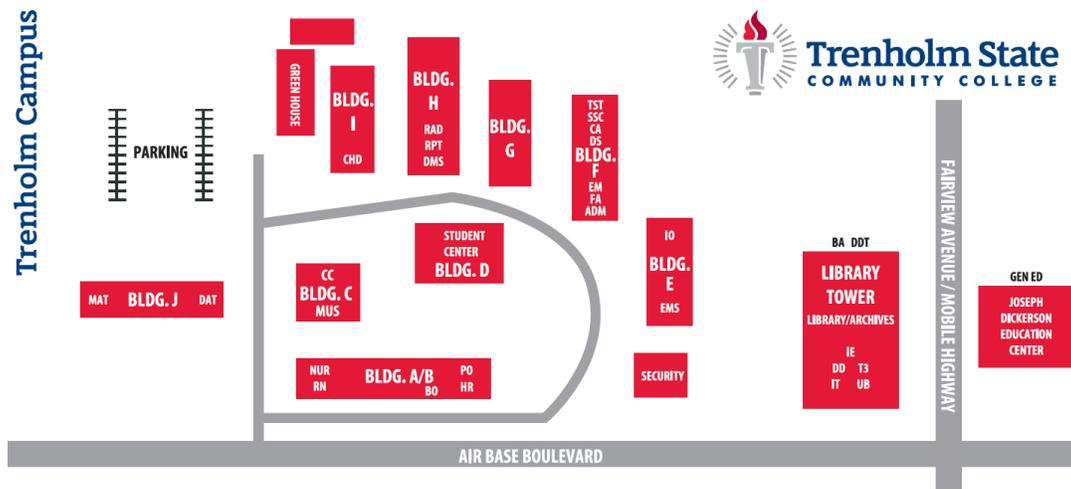
- A. **LIGHTS:** Lights will be turned off as each area is completed, except for designated security lights.
- B. **DOORS:** Doors will be locked upon entering the area and double-checked upon completion of duties.
- C. **MAINTENANCE DEFICIENCIES:** Any building maintenance or repair problems that the contractor's workers note will be reported on a daily basis to the Customer's designated representative.
- D. **JANITORIAL 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.

## Section VIII: Attachments

1. Campus Maps – Attachment A
2. Sanitary Fixtures and Square Footage – Attachment B

# Attachment A: Campus Maps

## Campus Maps



- ABR - Automotive Collision Repair
- ACR - A/C & Refrigeration
- ADM - Admissions
- AE - Adult Education
- ASE - Automotive Technology
- AUT - Automotive Manufacturing and Automation
- BA - Business Administration
- BO - Business Office
- CA - Cashier
- CC - Career Center
- CE - Continuing Education
- CHD - Child and Human Development
- CIS - Computer Information Systems
- COS - Cosmetology (Svc Occupations Bldg)
- CUA - Culinary Arts (Downtown Site)
- DAT - Dental Assisting
- DEM - Diesel Mechanics

- DD - Dean of Development
- DDT - Architectural & Engineering Design
- DMS - Diagnostic Medical Sonography
- DS - Dean of Students
- ELT - Electrical/Instrumentation
- EMT - Emergency Medical Services
- EM - Enrollment Management
- FA - Financial Aid
- Gen Ed - General Education
- GRD - Graphic Design
- HR - Human Resources
- INT - Industrial Systems and Automation
- IO - Dean of Instruction
- IT - Information Technology
- IE - Institutional Effectiveness
- LIB - Library
- MTT - Precision Machining

- MAT - Medical Assisting
- MUS - Music Department
- NUR - Practical Nursing
- PO - President's Office
- RAD - Medical Radiologic Technology
- RN - Registered Nurse
- ROB - Robotics/Mechatronics
- RPT - Respiratory Care Therapy
- SSC - Student Success Center
- T3 - Title III Program
- TST - Testing
- TRK - Truck Driver Training
- UB - Upward Bound
- WDA - Workforce Dev Apprenticeship
- WDO - Dean of Workforce Development
- WDT - Welding

**Attachment B: Sanitary Fixtures and Square Footage:**

**Trenholm Campus Sanitary Fixtures**

<b>Building</b>	<b>Sinks</b>	<b>Urinals</b>	<b>Toilets</b>	<b>Bldg. SqFt</b>
A/B	7	1	8	17916
C	2	1	3	3808
D	4	1	3	5428
E	6	2	5	8473
F	6	2	6	8650
H	4	2	5	10606
I	2		2	3369
J	6	5	7	12045
JDEC	6	2	6	6383
LT - 1ST	4	2	4	30000
LT- 2ND	4	2	4	
LT - 3RD	4	2	4	
LT - 4TH	5	2	5	
Campus total	60	24	62	106678

**Patterson Campus Sanitary Fixtures**

<b>Building</b>	<b>Sinks</b>	<b>Urinals</b>	<b>Toilets</b>	<b>Bldg. SqFt</b>
B	4	1	5	13297
D	4	1	6	8952
E	8	4	8	21000
F	2	2	2	10080
G	2	4	2	13824
H	2	2	2	11504
J	2	1	2	5400
K	4		4	5472
L	1	2	1	7068
M	6	1	7	11183
N	2	1	5	19194
Q	2	1	2	9932
Campus Total	39	20	46	136906
College Total	99	44	108	243584

## Section IX: Forms

1. Proposal Form
2. Authorization Page
3. Non-Resident Bidder Information
4. List of Preferences
5. Collusion Acknowledgement
6. Certificate of Tax Status
7. W-9
8. Disclosure Statement

(To be completed by vendor)

**PROPOSAL FORM**

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

To: Trenholm State Community College

In compliance with your Advertisement for Proposals and subject to all the conditions thereof, the undersigned

\_\_\_\_\_  
(Legal Name of Vendor)

hereby proposes to furnish all labor, equipment, materials, supplies and perform all work required for **Custodial Services for Trenholm State Community College** in accordance with drawings and specifications.

The Vendor, which is organized and existing under the laws of the State of \_\_\_\_\_, having its principal offices in the city of \_\_\_\_\_, is a  Corporation, a  Partnership,  (Other, specify).

**LISTING OF PARTNERS OR OFFICERS:** If Vendor is a Partnership, list all partners and their addresses; if Vendor is a Corporation, list the names, titles, and business addresses of its officers:

**VENDOR'S REPRESENTATION:** The vendor declares that it has examined the site of the work, having become fully informed regarding all pertinent conditions, and that it has examined the specifications (including all Addenda received) for the work and the other proposal and contract documents relative thereto, and that it has satisfied itself relative to the work to be performed.

**BASE PROPOSAL:**

**Total Proposal Price Annualized** for Custodial Services for Trenholm State Community College complete as shown and specified, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Total Proposal Hours Annualized\*** for Custodial Services for Trenholm State Community College complete as shown and specified, the sum of \_\_\_\_\_.

\*Contractor shall provide staffing chart supplemental to the total proposed annualized price.

**AUTHORIZATION:**

The undersigned certifies that he or she is authorized to execute contracts on behalf of the vendor as legally named, that this proposal is submitted in good faith without fraud or collusion with any other vendor, that the information indicated in this document is true and complete, and that the proposal is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The vendor also declares that a list of all proposed suppliers will be submitted at a time subsequent to the receipt of proposals as established by the College, but in no event shall this time exceed twenty-four (24) hours after receipt of proposals.

**Legal Name of Vendor** \_\_\_\_\_

Mailing Address

By: Legal Signature \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

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

\* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Vendor. Any modification to a proposal shall be over the initials of the person signing the proposal, or of an authorized representative.

**Exceptions: (list item number and the exception, if no exceptions, state NO EXCEPTIONS)**

## **NONRESIDENT VENDOR INFORMATION**

Act Number 2001-637 of the 2001 Alabama Legislature which Act became effective on May 21, 2001, and is codified as Code of Alabama, Section 39-3-5, provides as follows:

**Section 1.** In the letting of public contract in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident vendor domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only the same basis as the nonresident vendor's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, Code of Alabama 1975, be they corporate individuals or partnerships, are to be granted preference over nonresidents in awarding contracts in the same manner and to the same extent as provided by the laws of the state of domicile on the nonresident.

**Section 2.** A summary of this law shall be a part of the advertised specifications of all projects affected by this law.

## **LIST OF PREFERENCES**

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

**COLLUSION ACKNOWLEDGEMENT**

I hereby 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 or otherwise.

<b>Vendor:</b>	
<b>Print Name:</b>	
<b>Signature:</b>	
<b>Title:</b>	
<b>Date:</b>	

**Acknowledgement MUST BE NOTARIZED**

Sworn and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date my commission expires

**CERTIFICATION PURSUANT TO ACT NUM. 2006-557**

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND / OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. **BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT 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.

\_\_\_\_\_  
Firm or Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signatures of Company Representative

**CERTIFICATE MUST BE NOTARIZED**

Sworn and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date my commission expires