



300 North Beaty Street, Athens, AL 35611

Bid Number: 42019

Opening Date/Time: December 11, 2018, 2:00 PM

Opening Location: Founders Hall, Room 109

Contact Person: kerry.warren@athens.edu

November 19, 2018

To Whom It May Concern:

Athens State University will receive sealed bids for termite replacement bonds as described and specified on the enclosed attachments. All responses to this Invitation-to-Bid (ITB) are to adhere to the format outlined in this document.

1. Bid is to be mailed in a **sealed envelope** with ITB which bears the above bid number and opening date on the outside of the envelope.
2. Bid must be typed or printed in ink. Bid must be signed by a responsible representative of your company. Bid must indicate unit prices, extensions and total prices.
3. In bidding substitute items from brand names specified on the ITB, the bidder must so indicate the substitution and must include complete specifications with their responses.
4. Bidder must quote all prices FOB Athens State University.
5. Athens State University is exempt from Federal Excise and State Taxes. Code of Alabama 40-23-4.
6. Athens State University reserves the right to reject any and/or all bids and, unless otherwise specified by the bidder, to accept any or all items in the bid and may elect to award a bid on "all or none" basis. Athens State University reserves the right to purchase according the availability of funds.

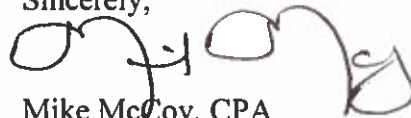
7. Before a purchase order will be issued, the awarded vendor may be required to submit to Athens State University the following documents, completed and properly executed:

- State of Alabama Vendor Disclosure
- Athens State University Vendor Form W-9
- Alabama Immigration Law Certificate of Compliance
- E-Verify Memorandum of Understanding

CERTIFICATION PURSUANT TO ACT NO. 2006-557

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

Sincerely,



Mike McCoy, CPA

Vice-President of Financial Affairs

<u>Booster Treatment Cost</u>	\$ _____
<u>Annual Contract Amount</u>	\$ _____
Must include <u>ALL</u> buildings listed on attached scope of work	

Firm: _____
Name of Representative (Print) _____
Signature: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Date: _____ Phone Nr.: _____ Fax Nr.: _____
Email Address: _____

**ASU Bid #42019
ATTACHMENT A**

**TERMITE BOND
SCOPE OF WORK**

A. SCOPE

The scope of work for this contract includes, but shall not be limited to, providing all labor, materials, supplies and equipment necessary for booster treatment for all the properties listed to ready them for conversion to replacement termite bonds, as well as the annual renewal. This will be in accordance with established industry methods, all of which will comply with applicable Alabama State and Limestone County Health regulations in addition to the Federal Environmental Pesticides Control Act.

B. UNIVERSITY DESCRIPTION

The University buildings to be included in this contract are as follows:

1. Founders Hall
2. McCandless Hall
3. McCain Hall
4. Library
5. Brown Hall
6. Sandridge Hall
7. Carter Physical Education Building
8. Sanders Hall
9. Waters Hall
10. Security Office-310 Bryan Street
11. Chasteen Hall
12. Classroom Building
13. Maintenance Building
14. Old President's Home and Log Cabin-211 South Beaty Street
15. 433 East Pryor Street
16. 415 Hargrove Street
17. 413 Hargrove Street
18. 209 Bryan Street (Current President's Home)
19. AMSTI Building-1115 Highway 31 South
20. 427 East Pryor Street
21. Center for Lifelong Learning-221 Marion Street
22. College Street Center-110 College Street
23. 307 N. Beaty Street
24. 212 N. Beaty Street
25. 421 Hargrove Street (storage)

C. CONTRACT PERIOD

The initial period for this contract will be from November 2018 through November 2019 for the booster treatment and the initial replacement bonds. Thereafter, the University will be responsible for the annual renewal of the replacement bonds.

D. GENERAL INFORMATION AND REQUIREMENTS

1. **Spills**

Hazardous spills will be immediately reported to the Athens State University Security. The Vendor shall be responsible for the removal and proper disposal of all spilled/contaminated material, decontamination of all non-movable/stationary items, surfaces, etc., and the replacement of all damaged items, all at no additional cost to the University.

2. **Personnel Removal**

The University reserves the right, at its discretion, to order the Vendor to remove and replace any of its employees.

3. **Non-Performance**

Authorization for payment will not be granted if the Vendor does not have the necessary test equipment, tools, supplies or materials as specified to perform the scheduled work under this contract. If the Vendor fails to perform as required under the terms of the contract, then they will be considered in default of the contract and appropriate action, including termination, will be pursued.

4. **Safety Precautions, Rules and Regulations**

The Vendor is responsible for ensuring that all drivers have a valid Alabama State Driver's License or equivalent.

5. **Damage to University Operational Equipment**

The Vendor shall assure the University that their personnel will not tamper with any University property.

6. **Uniforms and Identification**

The Vendor's employees are to be dressed in distinguishable uniforms with the company logo on the shirt. A company issued photo ID badge must be worn on the front of the uniform at all times.

7. **Reports to the University**

The Vendor shall promptly report in writing to the Physical Plant Director any existing conditions and/or circumstances resulting from acts of the University personnel which interfere with the proper performance of the work in accordance with the specifications set forth herein. Upon receipt of such report from the Vendor, the Physical Plant Director will have such conditions and/or circumstances investigated and corrected.

8. **Clean-Up and Arrangement**

All tools and materials shall be secured at the end of each work period. Prior to leaving the building upon completion of work, the Vendor shall remove all debris and surplus material of every description, leaving the entire premise in a clean and acceptable condition.

9. **Submittals**

Evidence of Insurance: The awarded Vendor shall submit a Certification of Insurance indicating named insured, operations to which the policies apply, expiration dates and the required cancellation clause. The insurance certificate(s) shall name Athens State University, its agents, consultants, and employees as additional insureds and state that this coverage shall be primary insurance for the additional insureds and contain no exclusions of the additional insureds relative to job accidents.

- Commercial General Liability – minimum \$1,000,000 each occurrence
- Commercial Business Automobile Liability – minimum \$1,000,000 combined single limits
- Workers Compensation and Employer's Liability – in accordance with the statutory coverage required in Alabama

Copy of Business License: The awarded vendor shall provide a copy of their license to perform work within the City of Athens.



Dear Vendor;

We are requiring the following information:

Company Name _____

Organization Type Corporation Partnership LLC
 Individual Other (explain _____)

Mailing Address _____

Phone # _____ Fax # _____

Contact Person _____ Email _____

Taxpayer ID# _____ Minority Owned Yes No

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number.
- Neither I nor a direct family member has a conflict of interest with the University.
- Purchase order must be received prior to purchasing materials or providing service or payment will not be made.
- Purchase order number must be referenced on invoice sent to Athens State University.
- I understand payment terms are 30 days. (Unless otherwise agreed upon or negotiated)
- I am licensed to conduct business in Alabama.
- I have reviewed the Vendor Disclosure Act 2001-955 requiring disclosure statement for proposals, bids, and contracts in excess of \$5,000. I understand all required documents must be submitted before payment can be made.

Signed _____ Date _____

Printed Name _____ Title _____

Please Fax completed form to 256.216.3306 or email to business.office@athens.edu

BUSINESS OFFICE USE ONLY

GOAMTCH

Match Found

New Vendor

Banner Vendor ID Number: _____

ATHENS STATE UNIVERSITY – COMPLIANCE WITH SECTION 31-13-9 OF THE CODE OF ALABAMA

Section 31-13-9 of the *Code of Alabama*, as amended (see Alabama Act No. 2012-491) (the “Act”) is applicable to all contracts entered into with Athens State University via a competitive bidding process.

Be advised that as a condition for the award of any contract that is competitively bid and awarded by Athens State University to a business entity or employer that employs one or more employees, the Act requires that the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Be further advised that as a condition for the award of any contract that is competitively bid and awarded by Athens State University to a business entity or employer that employs one or more employees within the State of Alabama, the Act requires that the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

Information about "E-verify" can be found at web address: <https://e-verify.uscis.gov/enroll> and the program is operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Be further advised that the Act requires that any subcontractor, on a project paid for by a contract that is competitively bid and awarded by Athens State University, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. During the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. A business entity or employer who has been awarded a contract with Athens State University through a competitive bidding process should maintain records of such compliance in case verification is required by Athens State University or a law enforcement agency.

Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, termination of employees, and possibly suspension or revocation of business licenses and permits in accordance with the Act, among other things.

All bidders must complete the following information and return this form with their bid information.

1. Are you a business entity or employer that employs one or more employees within the State of Alabama?

No

Yes, and I have enclosed documentation along with this form establishing that I am enrolled in the E-Verify program. If you answered “Yes,” then you must provide such documentation with this form. A copy of your E-Verify Memorandum of Understanding is acceptable documentation.

2. Pursuant to the Act and by operation of law, the following provision shall be incorporated into any contract that is awarded by Athens State University as a result of this competitive bid process, regardless of whether or not the same is expressly set forth in the written documents relating to such contract:

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.

I represent and affirm that my response to #1 above is true and correct, that I fully agree and accept the statement in #2 above, and that Athens State University may fully rely on the same. I also acknowledge that I have received notice of and reviewed all of the information contained in this document.

If Bidder is a Business Entity

Name of Bidding Party: _____

Signature: _____

Printed Name of Signatory: _____

Its: _____ (Position)

Date: _____

If Bidder is an Individual

Name of Individual: _____

Signature: _____

Date: _____
