Bid Invitation 876
Honda Training Center Lawn/Ground Maintenance Services

Mandatory Inspection: Date: December 2, 2010 Time: 1:00 PM
Bid Must Be Received Before: Date: December 8, 2010 Time: 4:00 PM
Bid Opening: Date: December 9, 2010 Time: 10:00 AM

Submit bid proposal to: AIDT Bid Number 876
Attention: Janet D-Goodwin
One Technology Court
Montgomery, Alabama 36116

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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. “All bids shall be sealed when received” (The Code of Alabama 1975, Section 41-16-54) Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must be identified on front of the envelope in the lower left corner with the bid number, opening date and time indicated. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.

2. Bids must be received prior to bid opening date and time. Late bids or improperly submitted bid will not be considered.

3. All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign bid in ink.

4. AIDT reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institute. Bids will be awarded in the best interest of AIDT.

5. This proposal is to be made without connections with any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.

6. Bid prices are not to include tax. AIDT, a state government institution, is specifically exempted by law, from paying Alabama Sales Tax. This exemption is found in Section 40-23-4 (a) (11), Code of Alabama, and it further explained in the Sales & Use Tax Rule 810-6-3-.69.02.

7. Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.

8. AIDT terms and conditions and the laws of the State of Alabama shall govern any contract resulting from this bid.

9. The responsibility of determining the acceptability of any products offered rests solely with AIDT.

10. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.

11. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery F.O.B. or additional costs associated with delivery, installation and set up as requested in the bid.

12. All bids must be notarized.
13. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to AIDT, Attn.: Janet D-Goodwin, One Technology Court, Montgomery, Alabama 36116, or email jgoodwin@aidt.edu at least three (3) days prior to bid opening. Answers to such requests will be given to all recorded bidders, in addendum form, which will be included as part of the contract documents.

14. References in the specifications to name brands, catalog numbers, etc are for identification purposes only and in no way are intended to eliminate or discourage the offering of substitute items which exceed or equal the specifications.

15. When brand name or catalog number is not stated by the bidder, it is understood the offer exactly as specified. If bidding a substitute item bidder must provide specifications for the item(s) bidding.

SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

16. VENDOR RESPONSIBILITY: It is the responsibility of all bidding vendors to read this entire bid from beginning to end and to comply with all instructions, specifications and terms and conditions of the bid.

17. VENDOR RESPONSIBILITY: It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for performance of service requested. The grounds (lawn, flowerbeds, sidewalk areas, parking lots entranceway sign, etc) inspections will be conducted on Thursday, November 18, 2010 at 10:30 a.m.) Attendance for grounds inspection is mandatory. You must attend the grounds inspection in order to submit a bid proposal.

18. BID IDENTIFICATION: Reference Page 2, Item 1, Due to the Postal Service putting bar code labels on envelopes, it conceals the bid number and date if the vendor has written them other than the lower left corner, therefore the bid would be rejected for not being properly identified.

19. REQUESTED INFORMATION: Any additional information requested from a vendor must be furnished within (3) days from receipt of request. Failure to furnish information within time frame above will result in bid rejection. Requested documentations in Items 24-27 must be submitted with bid proposal.

20. AWARD METHOD: Award will be made “All or None” to the lowest responsible bidder meeting all specifications.

21. CONTRACT PERIODS: Contract will be awarded for the period December 2010 and ending September 30, 2012. Contract may be extended for four-one year periods by mutual agreement. Dates will vary depending on the award date of the bid.
22. CANCELLATION OF AWARD:

AIDT reserves the right, for its convenience and without cause and without a penalty, to terminate the contract upon a thirty (30) day written notice.

The Contractor may terminate services upon delivery of a written thirty (30) day notice to AIDT, Attention: Janet Goodwin One Technology Court, Montgomery, AL 36116; and CC: Honda Project Manager; 46480 US Hwy 78, Lincoln, Alabama 35096

23. NOTE TO VENDOR: Failure to submit documentations in Items 24-27 with bid proposal will result in bid rejection.

24. SUBMIT WITH BID PROPOSAL: All vendors must submit with their bid proposal a copy of their current state, county or city business license, general contractor’s license or applicable license as required by law.

25. SUBMIT WITH BID PROPOSAL: All vendors must submit with their bid proposal a copy of their General Liability (umbrella) insurance, minimum coverage in the amount of $1,000,000 or the bid will be rejected. The coverage must be in effect for the contract period.

26. SUBMIT WITH BID PROPOSAL: All vendors will be required to complete and submit with their bid proposal a Disclosure Statement filled out in its entity as required by Act 2001-95. Act 2001-95 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. The Vendor Disclosure Statement is included in the bid proposal and can also be found on AIDT’s website: http://aidt.edu/bids/index.html

27. SUBMIT WITH BID PROPOSAL- VENDOR REFERENCES: All vendors must submit with their bid proposal a list of a minimum of three business references for similar work experience/services requested in this bid. The list must includes the company name, business type, complete physical address, phone and fax number, a contact person, their job title, phone and fax number, email address, and period service was performed. Failure to include references of similar scope of work and formatted listed above will cause your bid to be rejected.

28. SUCCESSFUL VENDOR RESPONSIBILITY: The successful vendor will be required complete an “Inspection of Services” for each service performed. No payments will be issued to vendor until the vendor and the appropriate AIDT Contract manager have completed this form.
INSURANCE REQUIREMENTS

The vendor shall bear the full and complete responsibility for all risk or damage resulting from the performance of the services described in the RFB. The vendor shall maintain during the life of the contract the following minimum insurance requirements.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability:</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Operation</td>
<td></td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>Each accident – combined single limit</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

(c) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law. (Acts 1984, No. 84-228, p.348.)

VENDOR CERTIFICATION BY ALABAMA DEPARTMENT OF REVENUE

Certification Pursuant to Act Number 2006-557

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

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

The acknowledgement of receipt should be signed and returned by the vendor no later that the close of business on November 22, 2010. Only potential vendors who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all offers or written questions and written responses to those questions as well as RFB amendments and or addendums, if any are issued.

Firm __________________________________________

Represented by ________________________________ Title _________________________

Email _________________________________________

Phone Number __________________________ Fax Number _________________________

Address ______________________________________

City ______________________________ State ________ Zip____________________

Signature ________________________________ Date __________________________

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

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

AIDT Inquiry 876
Attention: Janet D-Goodwin
One Technology Court
Montgomery, AL 36116

Form may be faxed to 334-613-9309  Attention: Janet D-Goodwin
Or
Emailed to jgoodwin@aidt.edu
SPECIFICATIONS

Bid 876 Honda Training Center Lawn/Ground Maintenance Services

SCOPE OF SERVICE:

1. Provide lawn maintenance program for AIDT Honda Training Center located at 46480 US Hwy 78, Lincoln, Alabama 35096.
2. Basic service will be the removal of trash and debris, mowing of grass, edging of walkways and the blowing of grass clippings from the walkways and entranceway of the buildings once the mowing has been completed. Lawn maintenance will include the entranceway and signage located on Highway 78.
3. Additional services will be requested as outlined in the specifications.
4. The Contractor to provide any and all equipment and supplies needed to perform the lawn services as outlined in this request. AIDT will not provide any equipment and or supplies necessary to perform the services.
5. The Contractor is responsible for payroll of employees in the service of this contract plus all related payroll taxes and expenses.
6. AIDT reserves the right to add additional areas to the contracted services. In the event of an additional to the grounds maintenance AIDT and the vendor will agree on an amount to be added to the contract. Should a significant portion of the grounds be converted to parking space (s) reduction in price will be negotiated.
7. AIDT will work with the contractor to establish a schedule that is compatible with the vendor and the work schedule for AIDT employees. The suggested schedule is subject to change to achieve the most efficient work schedule.
8. The contractor is responsible for payroll of employees in the service of this contract.
9. The contractor is responsible for all payroll taxes for employees in service of this contract.
10. The Contractor will assume all liability for employees while working on the AIDT site.
11. The Contractor will assume all liability for any injuries suffered by any person in connection with the Contractor’s equipment or vehicles.
12. The Contractor will be responsible for supervision of their personnel while on AIDT premises.
13. The Contractor will provide the AIDT representative with a business telephone number and personal contact to handle additional requests and services.
14. The contractor will invoice AIDT monthly in arrears for lawn services. AIDT will make payment on or before the 15th of each month following the period of service. Mail all invoices to: AIDT, Attention: Finance Accounts Payable, One Technology Court, Montgomery, Alabama 36116.
15. The bid quote must include the following:
   a. A copy of certificate of insurance
   b. Bid Proposal Form (page 10-11)
   c. Qualification Statement (page 12)
   d. Disclosure Statement (pages 13-16)
*****Important Notice*****

GROUNDS INSPECTION REQUIREMENTS

1. A mandatory ground inspection shall be required before submitting a bid.

2. All prospective bidders are required to perform an inspection of the property prior to submitting a bid.

3. A sign in form will be provided for all attendees.

4. Only bidders attending the inspection may submit a bid proposal. For more information on the ground inspection or direction to the site, contact either Ms. Gwen Barber at (205) 763-3454 or email at gbarber@aidt.edu or Gary Wideman at (205) 763-3426 or email at gary_wideman@aidt.edu.

5. Grounds Inspection: Thursday, December 2, 2010 @ 1:00 pm an inspection of the grounds (46480 US Hwy 78, Lincoln, Alabama 35096) will be done for all prospective bidders. Only vendors that attend the inspection and sign the attendance form will be considered as qualified bidders. All interested vendors must attend this site visit at the appointed date and time.

6. Prior visits for estimate purposes are not acceptable for this bid.

7. Any bid submitted by a non-compliant bidder shall be rejected.

8. Any previous site visits or price estimates will not be considered for this bid’s bidding purposes.
<table>
<thead>
<tr>
<th>ITEM I</th>
<th>Mowing of Grass at 46480 US Hwy 78, Lincoln, Alabama 35096</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Trash removal before grass is mowed. This may include the removal of tree limbs, paper items, food containers, or any item deemed as debris requiring removal for proper mowing to be performed.</td>
</tr>
<tr>
<td>2.</td>
<td>Mowing of grass via use of lawn mowers, tractors, grass trimmers or an approved piece of equipment.</td>
</tr>
<tr>
<td>3.</td>
<td>Edging of grass, walkways, sidewalks, flowerbeds, shrub beds or other areas as required providing a groomed and/or manicured lawn.</td>
</tr>
<tr>
<td>4.</td>
<td>Use of lawn blower to remove grass clippings from the walkways and sidewalks.</td>
</tr>
<tr>
<td>5.</td>
<td>Have “Inspection of Services” form completed by AIDT personnel. Inspection of Services form insures that performance of specifications has been met. Inspection insures accountability and responsiveness to service required.</td>
</tr>
<tr>
<td>6.</td>
<td>There will be a minimum of 30 cuts performed during the course of the one-year service.</td>
</tr>
<tr>
<td>7.</td>
<td>The service period will be December 2010 through September 30, 2011 with the option for a four-year renewal. The renewal will be by mutual agreement between AIDT and the contractor.</td>
</tr>
<tr>
<td>8.</td>
<td>All services are to be performed as needed and requested by the contract administrator at the Lincoln Facility.</td>
</tr>
<tr>
<td>9.</td>
<td>A written contract will be issued for each contract period.</td>
</tr>
<tr>
<td>10.</td>
<td>Additional services to be performed as requested are listed in a separate area.</td>
</tr>
</tbody>
</table>

**Price for yearly contract**  $__________________

This amount will be paid monthly in arrears in twelve (12) equally monthly installments.

Vendor Name __________________________ FEIN ___________ Date ____________
Signature ___________________________ Job Title __________
Address: _______________________________________________________
City __________________________ State ___________ Zip __________
Person submitting bid typed/printed name _______________________________________
Signature ___________________________ Job Title ___________________
Phone __________________ Fax __________________ Email _______________________

The vendor in compliance with this invitation for bids on Lawn Services for AIDT, having examined the Specifications and being familiar with all conditions in connection with the proposed project hereby proposes to furnish all labor, materials, supplies, and equipment required in accordance with the Bid Documents at the price stated hereinafter.
Additional Services for Lawn Maintenance

Additional services may be requested in addition to the mowing of grass as defined in Item I. These services are outlined below. All services may not be requested. However, if services are requested the contractor will be required to have an “Inspection of Services” form completed by AIDT personnel. Inspection of Services form insures that performance of specifications has been met. Inspection insures accountability and responsiveness to service required.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION OF SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Spraying of herbicides to remove grass/weeds from pine straw and mulched areas as needed or requested.</td>
</tr>
<tr>
<td>2.</td>
<td>Placement of pine straw in beds/areas as requested. Pine straw must be approved by AIDT Contract Manager before placement in beds and/or requested areas.</td>
</tr>
<tr>
<td>3.</td>
<td>Placement of mulch-shredded. Approved by AIDT personnel required before placement in beds/requested areas.</td>
</tr>
<tr>
<td>4.</td>
<td>Granular Pre-emergence Treatment – as requested</td>
</tr>
<tr>
<td>5.</td>
<td>Granular Post-emergence Treatment – as requested</td>
</tr>
<tr>
<td>6.</td>
<td>Fire Ant Treatment – as requested and hills level w/ground</td>
</tr>
<tr>
<td>7.</td>
<td>Aerate turf 2”-3” depth – spring and fall</td>
</tr>
<tr>
<td>8.</td>
<td>Maintain forest boundaries at all times</td>
</tr>
<tr>
<td>9.</td>
<td>Fertilize Turf – early spring and fall based on weather. Suggested fertilizer mix: 34-0-0 Ammonia Nitrate</td>
</tr>
<tr>
<td>10.</td>
<td>Removal of fallen trees limbs and undergrowth in areas not mowed</td>
</tr>
<tr>
<td>11.</td>
<td>Pruning of shrubbery as needed to maintain a neat appearance</td>
</tr>
<tr>
<td>12.</td>
<td>Trimming of Boston Ivy (keep it cut back away from the aluminum siding) as needed to maintain growth and a neat appearance</td>
</tr>
<tr>
<td>13.</td>
<td>Winter Maintenance: leaf removal, parking lot maintenance (removal of leaves, straw, tree limbs) and spot mowing – as requested by AIDT Manager</td>
</tr>
<tr>
<td>14.</td>
<td>Installation of flowers for each season and mulch and/or pine straw around the flowers. Nine is the minimum number of flats of flowers to be planted for each season. Contractor to submit a separate list of flowers for each season. AIDT Manager will select the plants for installation.</td>
</tr>
</tbody>
</table>

The above list has services that must be performed on a continuous basis in order to maintain the grounds in a neat and orderly appearance. The services are to be performed as requested and/or needed. There will not be a set number of times for each service. The services will be at the direction of the contract manager, Mr. Gary Wideman. All the listed services are required and the price will be the annual price.

**The first year will be ten (10) months but you are to quote the amount for one year. The same amount would be renewed for the extension period of four years. (The first year will be minus two months, which will be October and November. The contract period will begin in December 2010.**

Vendor Name _______________________________ FEIN __________________ Date _____________
QUALIFICATION STATEMENT

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

Name of Company (please type or print in ink) ________________________________

Authorized Signature (sign in ink) ______________________________________

Complete Address for Mailing Purchase Order and Payment ________________________________

Typed/Printed Name of Signature Above ________________________________

City __________________ State __________ Zip Code ________________________________

Title (please type) ________________________________

Telephone Number __________________ Fax Number ________________________________

NOTARIZATION

Sworn and subscribed before me this the ________ day of ____________, _______

Notary Public Signature ________________________________

My commission expires (date) ________________________________

MINORITY INFORMATION

If this business is minority owned please qualify status below:
STATE BOARD POLICY – DISCLOSURE STATEMENT

<table>
<thead>
<tr>
<th>POLICY NAME:</th>
<th>205.04: Disclosure of Employment of Relatives</th>
</tr>
</thead>
<tbody>
<tr>
<td>EFFECTIVE:</td>
<td>01-25-07</td>
</tr>
<tr>
<td>SUPERSEDES:</td>
<td></td>
</tr>
<tr>
<td>CROSS REFERENCE:</td>
<td></td>
</tr>
</tbody>
</table>

1. **DEFINITIONS**

   A. **Employing Authority.** For the purposes of this policy, Employing Agency includes: the Chancellor of the Alabama Department of Postsecondary Education, a member of the Alabama State Board of Education, a President of an Alabama College System college or university, a System-level Director of any other Alabama College System agency, entity, or department, including CITY Program, Skills Training Consortia, Alabama Industrial Development Training Institute and Alabama Technology Network.

   B. **Relative.** For the purposes of this policy, Relative includes the following: spouse, dependent, adult child and his or her spouse, parent, spouse’s parents, sibling and his or her spouse, of an Employing Authority.

2. **EMPLOYMENT OF RELATIVE**

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

3. **REPORTING**

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

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exits, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

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

Definitions as Provided in Act 2001-955

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

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

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

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

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

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

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

Instructions

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

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

State of Alabama
Disclosure Statement
(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:
☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?
☐ Yes ☐ No

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

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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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.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>DATE GRANT AWARDED</th>
<th>AMOUNT OF GRANT</th>
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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.)

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
<th>ADDRESS</th>
<th>STATE DEPARTMENT/AGENCY</th>
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OVER
2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/ AGENCY WHERE EMPLOYED</th>
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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:

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT/ LOBBYIST</th>
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _______________________________ Date ____________

Notary's Signature ___________________________ Date ____________ Date Notary Expires ____________

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.