



REQUEST FOR PROPOSALS

for

Annual Financial Statements Audit Services

AMENDMENT

2

Alabama Industrial Development Training

RFP Number: 2025-3

Issue Date: March 27, 2025

Deadline for Questions: April 11, 2025

Deadline for Answers: May 7, 2025

Due Date: May 16, 2025

IMPORTANT: Read the entire document from beginning to end and comply with all instructions, specifications, terms and conditions of the RFP. Failure to follow all instructions will result in the rejection of the submitted proposal packet.

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Purpose

The Alabama Industrial Development Training (“AIDT”) solicits proposals from qualified professional firms (“Firm” or “Responder”) relating to the pre-qualification of Certified Public Accounting Firms with demonstrated higher education audit experience to perform audits of AIDT financial statements for the last two fiscal years audited and the upcoming fiscal year ending September 30. The firm must be registered to conduct business in the State of Alabama and must be in good standing with the Alabama Board of Accountancy. AIDT must follow the engagement processes in accordance with Section 41-5A-12(e) of the Code of Alabama and the rules promulgated by the Department of Examiners of Public Accounts (Appendix A). We provide general information in engaging Certified Public Accounting Firms to perform their respective financial statement audits. Our focus is to identify capable firms that have demonstrated recent experience in auditing industrial training institutions and have the capacity to provide quality services timely.

Background

AIDT, headquartered in Montgomery, Alabama, is a workforce development agency operating under the State of Alabama’s Department of Commerce. AIDT employs approximately 165 full-time and 250 part-time employees.

Normal business hours at the Montgomery office are from 7:00 a.m.–4:30 p.m. (Central), Monday–Thursday, and 7:00 a.m.–1:00 p.m. Friday.

Scope of Audit Services

1. Annual audit of financial statements for the last two (2) fiscal years and the upcoming fiscal year ending September 30, together with Report of Independent Auditors, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
2. Completion of auditor sections of the Data Collection Form for Reporting on Audits of States, local Governments and Non-Profit Organizations.
3. The Audit Firm shall make a presentation of the audit findings and reports to the entity's governance as soon as practicable following issuance of the entity's audit reports.
4. AIDT may from time-to-time issue new revenue bonds, refund existing revenues bonds or issue other financial or debt instruments where inclusion of financial statements in the offering documents is prudent and desirable. In these cases, the Audit Firm shall cooperate in all respects to facilitate inclusion of the financial statements and not place an undue burden, demand or restriction in incorporating the financial statements in these documents. The Audit Firm shall be given the opportunity to review these documents prior to issuance to correct misstatements or factual errors in these documents with respect what is stated in the financial statements. A reasonable fee may be negotiated with the Audit Firm for this service.
5. The Audit Firm may be engaged to provide additional specific auditing and consulting services, provided these services do not create a conflict with the respect to performing the entity's financial audits. The scope of work and associated fees will be negotiated separately for additional services agreed upon.
6. Audit Firms should discuss what procedures or approach will be taken to ensure a smooth and effective transition from the current auditors, time involved, requirement for access to work papers and cooperation with predecessor auditors.
7. Audit Firms are encouraged to submit any additional information or comments they wish considered.
8. Audit engagement contracts shall include AIDT Terms & Conditions as denoted in the attached Appendix.

Engagement Timeline

AIDT must file financial statement audits in a timely manner. The State of Alabama Comptroller's Office generally requires audited financial statements be provided by January 1 or the next business day if the due date falls on a weekend or holiday, for inclusion in the Alabama Annual Comprehensive Financial Report (ACFR). We expect the engagement to follow a timeline to ensure the January 1 deadline is met. We feel the engagement timeline for the Fiscal Year 2025 audit would resemble the following:

1. October 1, 2025 - Preliminary fieldwork to begin (estimate)
2. November 15, 2025 – Final trial balances submitted and fieldwork resumes
3. December 1, 2025 - Financial statements submitted to Auditors and ACCS
4. January 1, 2026 - Financial Statement and Single Audit Reports Issued

Audit Considerations

Time is of the essence. Therefore, we are concerned with a firm's capacity to provide audit services in the designated timelines. Our timelines provided above must be met. We are requesting that firms provide an audit-hour commitment to allow AIDT to assess the firm's capacity to provide audit services.

Firm Response

We expect that each response will address the firm's:

1. Experience in auditing organizations that provide industrial training
2. Ability to provide the requested scope of services,
3. General audit team experience levels, and
4. Commitment to meeting the audit timeline as defined.
5. Responses should be submitted to:

AIDT

Attention: Ashley Price

Physical & Mailing Address:

One Technology Court
Montgomery, AL 36116

Email: aprice@aidt.edu

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Proposal Packet Required Information

Proposals should be as thorough and detailed as possible so that the Responder's capabilities to provide the required services can be properly evaluated.

To be considered, proposal packet responses to this RFP must include in its stated order:

1. Brief transmittal letter;
2. Exhibit A: Vendor Proposal;
3. Exhibit B: Minimum Qualifications;
4. Exhibit C: Cost Proposal based on Scope of;
Exhibit D: Vendor Disclosure Statement; All proposals in response to this RFP must include a completed;
Vendor Disclosure Statement, as required by Section 41-16-80, *et seq.*, Code of Alabama (1975);
5. Exhibit E: Beason-Hammon Affidavit (must be submitted prior to award of contract);
6. Exhibit F: AIDT Terms and Conditions
7. E-Verify; and
8. Other required documentation, as requested by AIDT during the course of the solicitation process.

Submission of Proposal Packet

Issuing Office:

Alabama Industrial Development Training
One Technology Court
Montgomery, AL 36116

Submission Deadline: It is the responsibility of the Responder to ensure that one printed copy of its proposal is delivered to and received by AIDT at the above address in a sealed envelope or via email rfp@aidt.edu on or before 4:00 p.m. on April 30, 2025. Responders should additionally provide two (2) electronic versions of their response on a USB jump or flash drive. The electronic data must be an exact duplicate of the written version. AIDT will not consider proposals received after the date and time specified herein. AIDT assumes no responsibility for late delivery by the U.S. Mail, the State's Central Mail Facility, a commercial courier service, or any other method of delivery selected by the Responder. RFPs will be publicly opened beginning at 4:01 p.m. CST and prepared for distribution to the committee; however, no opinions, decisions or judgments will be rendered at that time regarding response content. Other than questions and answers (see next item), vendors should not contact the AIDT Purchasing Agent for updates on the review process.

Questions and Inquiries: The sole point of contact for purposes of this RFP is Ashley Price. **Any questions or inquiries should be in writing and emailed to rfp@aidt.edu.** All written questions should be submitted **by 4:00 p.m. on April 11, 2025.** Written responses to written questions and inquiries will be posted on AIDT's website, <https://www.aidt.edu/> on or before April 21, 2025. Questions will not be answered orally or in person. Any oral communications will be considered unofficial and nonbinding.

Rejection of All Proposals: AIDT reserves the right to reject any or all proposals and/or to solicit additional proposals if that is determined to be fiscally advantageous to AIDT or is otherwise determined to be in the best interests of AIDT.

Evaluation and Selection

AIDT will post the RFP on the Alabama Department of Finance Comptroller's website at <http://www.comptroller.alabama.gov>. Interested parties may monitor the progress and status of this RFP process on such database.

All proposals timely received will be reviewed and evaluated by AIDT in consultation with the Alabama Workforce Council. After the review and evaluation of the proposals, AIDT and the Alabama Workforce Council may conduct interviews. All interviews will be scheduled virtually. Finalists chosen for interviews, if any, will be notified. AIDT reserves the right to request a best and final offer for fees from finalists.

Qualifications to be considered for evaluation include the overall abilities, capabilities, and experience of the Responder to develop the brand and the web portal. On the advice of the Alabama Workforce Council, AIDT will select the Responder it determines, to be fully qualified and best suited among those submitting proposals to best meet the needs specified in this RFP.

Upon identification of the selected Responder, if any, AIDT may initiate negotiations for contract terms and conditions.

Efforts to Influence Selection Process Prohibited

The integrity of the RFP process is of primary importance and will not be compromised. Any written or oral communications beyond the RFP response made by Responders, or others on their behalf, whether paid or unpaid, to influence the selection process, from the time the RFP is issued through its conclusion, made directly or indirectly to AIDT staff (other than the designated contact), will be grounds for immediate elimination from the selection process.

Agreement

All duties of the Responder will be set forth in an Agreement to be entered into between the selected Responder and AIDT and its partners. The agreement will be for a period of up to 12 months with an option to extend an additional 2 years for a total of 3 years. The agreement will incorporate the requirements of the RFP and the proposal as negotiated.

AIDT reserves the right to terminate the agreement with thirty days' notice if the terms of the proposal and/or contract are violated.

Termination of the contract by Responder without cause can only occur with at least one hundred and twenty (120) days' notice prior to the termination of the contract.

Responder shall within two months prior to the end of the contract term provide AIDT with copy of any and all materials, in any form including administrator access to websites and social media accounts, produced under the contract.

State law prohibits AIDT from agreeing to (1) indemnify the Responder, (2) waive the right for jury trial, (3) grant a security interest, or (4) agree to binding arbitration. Additionally, it is mandatory that Alabama laws apply to the performance of the contract and that jurisdiction and venue be in Montgomery, Alabama.

Public Information

All proposals received and subsequent communications, contracts, reports, and other records developed during the course of the relationship, except as may specifically be exempted, will be subject to the Alabama Open Records Act, Section 36-12-40, Code of Alabama (1975), and may be subject to public disclosure upon request. The Open Records Act is remedial and should therefore be liberally construed in favor of the public. The Alabama Trade Secrets Act is codified in Sections 8-27-1 through 8-27-6, Code of Alabama (1975). Responders are cautioned to be familiar with these statutes. The burden is on the one asserting the trade secret to show that the information sought to be protected meets the definition of a "trade secret" as defined in such act.

Any RFP proposal submitted that contains confidential, trade secrets or proprietary commercial information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as such. Identification of the entire bid proposal as confidential is not acceptable unless the responder enumerates the specific grounds or applicable laws that support treatment of the entire material as protected from disclosure according to the foregoing statutes or other applicable Alabama law.

The owner of the confidential information shall indemnify and hold the State of Alabama, AIDT and their respective staffs harmless from all costs or expenses, including but not limited to attorney fees and expenses related to litigation, concerning disclosure of said information and documents.

Exhibit A
VENDOR PROPOSAL

Vendor proposal shall include the following deliverables in its stated order.

1. Corporate Overview
2. Vendor Experience
3. Scope of Work
 1. Proposal must include a work plan that identifies necessary resources and subtasks. The work plan should include a planning schedule, list of key activities or milestones, responsible party/parties, deliverables and dates.
 2. Project Scope – Objectives and critical success factors
 3. Project Approach – Include at least: change management process, issue escalation process, project assumptions and the level of post-production support.
 4. Weekly status reports
4. Pricing
 1. Specify type/level and number of Vendor staff that will be involved.
 2. Specify estimated number of hours and hourly rates for each staff member (Upgrade proposal).
5. Staff
 1. Specify experience of each Vendor staff member on similar projects.
 2. Indicate the areas of the project that each individual will be involved with or have responsibility for.
6. References

Three client references with current verified contact information. References are to include company name, contact, phone, and e-mail address.

Exhibit B

MINIMUM QUALIFICATIONS

In order for your proposal to be considered, the Responder must include documented proof that the following minimum qualifications are met. In addition, the Responder has a continuing obligation to disclose information throughout the RFP process should any qualifications or situations change that might render the Responder an unqualified candidate.

1. If selected, the Responder will comply with all state regulations to conduct business in the State of Alabama and will register with the Secretary of State, if applicable.
 Yes No
2. The Responder and its personnel have all authorizations, permits, licenses, and certifications as may be required under federal, state, or local law to perform the services specified in this RFP at the time it submits a response to this RFP.
 Yes No
3. The Responder is committed to being a neutral party for workforce and human services-focused policy support.
 Yes No
4. The Responder is committed to work closely and cooperatively with AIDT and the Alabama Workforce Council to facilitate the implementation of any enhancements or modifications required by the AIDT and the Alabama Workforce Council.
 Yes No
5. The Responder has a company policy and practice of equal employment opportunity and non-discrimination based on age, race, creed, and gender.
 Yes No
6. If selected, the Responder will carry errors and omissions insurance or a comparable instrument to cover the responder's negligent acts or omissions.
 Yes No
7. If selected, the Responder will be in compliance with Section 9(b) of Act 2011-535, *The Beason-Hammon Alabama Taxpayer and Citizen Protection Act*.
 Yes No

Exhibit C
COST PROPOSAL

1. Provide a detailed and itemized cost proposal to complete this project. All costs must be included.
2. AIDT will reimburse for services provided. Documentation will be required for reimbursement. Please provide what annual compensation per year for one would be, and please list in detail compensation for any other services beyond such scope.

AIDT is exempt by law from payment of state or local sales taxes; do not include such taxes in the Cost Proposal.

EXHIBIT D



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.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
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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.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
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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.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
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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.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

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

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

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.

EXHIBIT E

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20____.

WITNESS: _____

Printed Name of Witness

EXHIBIT F



Financial Terms and Conditions

Notice to Vendors Requesting to Conduct Business with AIDT: (Applicable to Currently Registered Vendors and New Vendors)

This document supersedes any previously issued AIDT Financial Terms and Conditions and is Effective Immediately.

AIDT is a State funded entity within the Alabama Department of Commerce, a state agency. As such, the purchase of goods and services, regardless of the source, must be in compliance with State laws. The following AIDT Financial Terms and Conditions are binding upon you (the “Vendor”) and are provided to you in order for you to effectively conduct business with any of AIDT’s statewide locations.

Current vendors, as well as new vendors, must sign these AIDT Financial Terms and Conditions. Should a vendor fail to sign this document, any performance by the vendor under the terms of any contract or agreement with AIDT shall constitute the vendor’s acceptance of AIDT Financial Terms and Conditions. This document, once signed, or otherwise accepted by a vendor, shall become a part of the vendor’s file information in the AIDT vendor database, and shall be incorporated into all contracts/agreements currently existing or entered into in the future with AIDT. AIDT reserves the right to amend these Financial Terms and Conditions and to require the vendor to sign such amended terms and conditions as a condition precedent to the continuation of any existing contract or execution of any new contract. Similarly, any performance by a vendor under any contract/agreement with AIDT occurring after such amendment shall constitute the vendor’s acceptance of the amended terms and conditions.

Vendor shall provide AIDT the following completed documents:

- Credit/New Account Information
- W-9
- Disclosure Statement
- Certificate of Compliance with Beason-Hammon Act
- E-Verify MOU
- A fully executed version of these Financial Terms and Conditions

Vendor agrees as follows:

1. AIDT is part of an agency of the State of Alabama. As such, it is exempt from Alabama sales tax (documentation available upon request).
2. As a State agency, AIDT can only pay for goods and services rendered by Vendor and received by AIDT (and its designees). AIDT cannot pay for additional fees such as: finance/interest charges, late fees, credit card fees, attorney fees, cancellation fees, collection fees, courts costs and other additional costs not listed. Thus, any clause in any Vendor contract,

agreement, or other document imposing such obligations upon AIDT shall be null and void.

3. Payment terms are NET 30 days from the date of invoices on all purchases for goods or services.
4. No individual can guaranty debt for the State of Alabama; therefore, any personal guaranty made for any AIDT debt is null and void.
5. In accordance with State policy, no payment in advance, including but not limited to a deposit, can be made by AIDT.
6. No right or obligation in any AIDT contract or agreement shall be assigned by Vendor to a third party without prior written consent from AIDT. Any assignment made without AIDT's written consent shall be null and void.
7. Alabama law prohibits State entities, such as AIDT, from entering into, or committing itself, to indemnity, hold harmless, defense, and similar clauses in agreements. Thus, any clause in any Vendor contract, agreement, or other document imposing such indemnity, hold harmless, defense and similar obligations on AIDT, or any of its employees, representatives or agents, shall be null and void.
8. Alabama law shall govern all contracts, agreements, and Purchase Orders entered into by AIDT. No waiver of sovereign immunity is made by AIDT or the Department of Commerce. Vendor agrees that any dispute between the Vendor and AIDT, for which judicial resolution in the State or Federal court system is appropriate, shall be resolved in the courts of the State of Alabama or Federal courts located within the State of Alabama.
9. In the event of any dispute between the Vendor and AIDT, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, Vendor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of any contract, that are not resolved by negotiation, shall be resolved by an appropriate form of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
10. If any provision of a contract or agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the term of any contract or agreement, be enacted then the conflicting provision in the contract or agreement shall be deemed null and void.
11. Vendor must comply with the following AIDT purchasing policy:
 - ▶ NO orders will be accepted without an official AIDT Purchase Order. Names, dates and other notations are not acceptable in lieu of a valid purchase order.
12. AIDT will not be responsible for payment of ANY order accepted and fulfilled without an official AIDT purchase order.
13. **ALL** invoices should be forwarded via email to invoices@aidt.edu, whenever possible. Faxed invoices may be sent to (334)-613-3287. AIDT's physical mailing address is:
 - ▶ Attention: Accounts Payable
One Technology Court
Montgomery, AL 36116
14. Under no circumstances shall AIDT, or any of its employees, representatives or agents,

- be liable for any punitive, special, incidental or consequential damages.
15. Any limitations on Vendor's liability or warranty obligations contained in any Vendor contract, agreement, or any vend terms and conditions, shall be null and void.
 16. Under no circumstances shall AIDT be required to obtain any insurance coverage that is inconsistent with Alabama law or the policies of the Alabama Division of Risk Management.
 17. Vendor is an independent contractor. Vendor is not considered a merit system employee for the state of Alabama and is not entitled to any benefits of the State Merit System.
 18. Any contract or agreement between AIDT and Vendor may be terminated by either party by giving the other party thirty (30) days written notice of termination.
 19. Any clause in Vendor's contract, agreement, or any terms and conditions thereto, allowing for automatic renewal shall be null and void.
 20. Pursuant to Code of Alabama § 31-13-9(k), Vendor affirms, for the duration of the contract or agreement, that it will not violate federal or state immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. Furthermore, if Vendor is found to be in violation of this provision, it shall be deemed in breach of the contract or agreement and Vendor shall be responsible for all damages resulting therefrom. On or before the effective date of the contract or agreement, Vendor has provided to AIDT documentation evidencing its participation in the E-Verify program.
 21. In compliance with Ala. Act No. 2016-312, Vendor hereby certifies that it is not currently engaged in and will not engage in the boycott of a person, or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade. If Vendor is found to be in violation of this provision, it shall be deemed a breach of the agreement and Vendor shall be responsible for all damages resulting therefrom.
 22. Pursuant to Ala. Act No. 2023-409, for all contracts and agreements entered into on or after October 1, 2023, if Vendor employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract, by signing these terms and conditions, Vendor hereby provides written verification, without violating controlling law or regulation, affirming that it does not and will not, during the term of the contract, engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
 23. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract or agreement shall be cancelled, and, to the extent permissible by law, Vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or agreement. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay Vendor is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, Vendor shall have the option, in addition to the other remedies of the contract or agreement, of renegotiating to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of the contract or agreement shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

[Signature on Following Page]

By signing below, Vendor acknowledges and accepts AIDT Financial Terms and Conditions contained in this document. AIDT Financial Terms and Conditions take precedence, supersede and shall control over any terms and conditions contained in any contract, agreement, or other document that conflict with these AIDT Financial Terms and Conditions. In addition, Vendor certifies that the individual signing this document is authorized to accept the AIDT Financial Terms and Conditions on behalf of Vendor.

Vendor Name		
Vendor Address	Street	Vendor Telephone #
	City, State	Zip
Vendor Contact	PLEASE PRINT LEGIBLY:	Title

Signature Title Date