



# aidt

## REQUEST FOR PROPOSALS FOR Alabama Industrial Development Training

### Alabama Industrial Development Training

RFP Number: 2025-(

Issue Date: 5 df]`9, 2025

Deadline for Questions: 5 df]`21,2025

Deadline for Answers: 5 df] 28, 2025

Due Date: MUm7, 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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## **1. Purpose**

The Alabama Industrial Development Training (“AIDT”) solicits proposals from qualified professional firms (“Firm” or “Responder”) interested in providing an awareness marketing and communications plan for AIDT statewide. This Request for Proposals (“RFP”) is issued in accordance with the requirements of Section 41-16-72(4), Code of Alabama (1975). This RFP is not an offer to contract but seeks the submission of proposals from qualified, professional firms that may form the basis for negotiation of marketing and administrative support functions.

## **2. Background**

The Alabama STEM Council (Council) is currently accepting proposals from Alabama-based media/marketing/advertising entities interested in providing marketing and advertising services to promote STEM Learning Ecosystems across the state of Alabama. (See Eligibility to Apply below.)

This program is part of Alabama’s statewide STEM Ecosystem work to expand access to high-quality STEM learning, strengthen regional partnerships, and connect education with workforce and community needs. One selected vendor will receive up to \$200,000 in funding through September 30, 2025 to design and implement a campaign to raise awareness about STEM Learning Ecosystems’ activities, impact, reach, and participation.

### **About STEM Learning Ecosystems**

The Alabama STEM Council envisions unlocking the STEM potential across every region of Alabama through collaborative efforts with stakeholders statewide. By developing a comprehensive blueprint for the state’s STEM Learning Ecosystems, the Council brings together business, industry, schools, community-based organizations, after-school and summer programs, science centers, museums, and more. This collaborative approach ensures broad-reaching, high-quality STEM opportunities that engage students, educators, and communities across various fields and regions. Through the establishment of interconnected STEM Learning Ecosystems (SLEs) accessible to all Alabamians, the Council aims to support access to STEM resources and opportunities, thereby developing a skilled workforce for the future.

To support this vision, the Alabama STEM Council has created the STEM Learning Ecosystems Incentives. Funded by the Alabama legislature, this initiative promotes collaboration among various sectors, including businesses, schools, higher education institutions, government agencies, and philanthropic organizations. The goal is to enhance STEM education, support local economies, and foster a statewide culture of entrepreneurship, innovation, and economic growth.

### **About the Alabama STEM Council**

The Alabama STEM Council was formed on September 21, 2020 by Governor Kay Ivey. The Council members represent leaders from Alabama businesses, education, and state government. The Council’s work builds on and extends Alabama’s Roadmap to STEM Success by advising on ways to improve STEM education and STEM-related career awareness and workforce pathways.

## **Minimum Qualifications**

In order for a 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.

- 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.
- 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.
- The Responder is experienced in working with bodies of various membership to engage stakeholders and convene committees toward the development of deliverables.
- The Responder is experienced providing marketing, advertising, and strategy services.
- The Responder is experienced in graphic design, photography, and videography services.
- The Responder is experienced with digital advertising, public relations, and
- 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.
- The Responder has a company policy and practice of equal employment opportunity and non-discrimination based on age, race, creed, and gender.
- If applicable, the Responder will maintain sufficient procedures and capabilities to ensure the timely and accurate backup and full recovery for all servers and other data storage systems related to the project.
- If selected, the Responder will maintain commercially reasonable insurance policies to cover negligent acts or omissions that may arise in its performance of the services discussed in this RFP.
- 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.

## **Scope of Services**

The Alabama STEM Council seeks to contract with an Alabama-based entity with marketing and advertising expertise to develop a comprehensive marketing plan to:

### **Research and Discovery Phase**

This will include but will not be limited to:

- Kickoff Meeting: The Contractor will work with the STEM Council to schedule a kickoff meeting at the time the contract is executed. At the kickoff meeting, the Contractor and STEM Council representatives conducting the work included in this scope will be in attendance, and the Contractor will collaborate with the Council to further refine the project scope, timelines, and processes.
- Research and Discovery:
  - The Contractor will familiarize themselves with the STEM Learning Ecosystems and the work of the Alabama STEM Council
  - The Contractor will review existing brand guidelines.
  - The Contractor will analyze the program and request additional information as needed.

### **Media Strategy and Planning**

Contractor will deliver a media strategy, detailed media plan, and budget allocation recommendation for marketing and advertising for the state overall.

#### Media

- Promote awareness of the importance and impact of STEM Learning Ecosystems.
- Promote the benefits of STEM Learning Ecosystems for Alabama.
- Encourage participation in STEM Learning Ecosystem activities.
- Reach target audiences.

#### Outcomes and deliverables

- Drive traffic to a newly created landing page for the overall campaign, including through paid, earned, and shared media.
- Sustain and increase target audience traffic to the website.
- Drive interested individuals/entities to complete an interest form.
- Produce marketing plan, timelines, and budget.
- Produce implementation metrics and regular progress reports.

Based on the agreed-upon media plan, Contractor will manage all media campaign creation, placement, execution, and testing and optimization needs.

Contractor will work with the STEM Council to generate ad copy/creative content that is consistent with the brand and addresses the goals of the STEM Learning Ecosystem program.

Activities include, but are not limited to:

- Landing page development and maintenance: Creating a landing page supporting the strategic goals of the program and driving interest in STEM Learning Ecosystems.
- Paid search: The Contractor will manage paid search campaigns through Google AdWords. The Contractor will work with STEM Council to review and optimize keywords. The Contractor will manage the ad copy/creation, ad organization/inventory/tracking, keyword research/recommendation, bid management, testing/optimization, and reporting.
- Paid social media: The Contractor will manage all paid and promoted content on social media channels, including but not limited to LinkedIn, Facebook, Instagram, or X. The Contractor will manage ad copy/creation, ad organization, inventory, tracking, targeting, bid management, testing/optimization, and reporting.
- Display/banner advertising and retargeting: The Contractor will manage all display/banner ad placements.
- Online audio and video advertising: The Contractor will manage ad placements on digital audio and/or video channels.
- The Contractor will identify regional or statewide media outlets for placement of news items or radio/tv ads or interviews.
- Ongoing campaign performance optimization: The Contractor is responsible for refining and adjusting marketing strategy and tactics over time.

Additionally, Contractor will manage relationships and media buying, including but not limited to:

- Manage media buying with vendors based on the approved media plan.
- Manage all media relationships, including the negotiation of rates, vendor agreements, and payment of invoices to vendors.

### **Project Monitoring, Reporting, and Communication**

Contractor will:

- Participate in regularly scheduled meetings with the STEM Council, at a mutually agreed upon frequency and cadence, for planning and progress updates.
- Deliver a monthly performance review to the STEM Council that includes a detailed report of campaign performance in the previous month and to date. This report will outline spending and provide insights on key metrics being tracked. The reports must cover both quantitative and qualitative data about the performance of campaigns as well as areas to improve the campaign.
- Contribute to annual reports of progress to be delivered to the Alabama STEM Council in September of each year of the project.

## **Public Relations**

Contractor will:

- Develop and distribute press releases upon approval from the STEM Council.
- Proactively pitch press releases to relevant media outlets.
- Coordinate and facilitate interviews, media appearances, and press opportunities.
- Monitor media coverage and provide reports on outreach effectiveness.
- Offer strategic media relations guidance to enhance public perception.

## **Photography and Videography**

The Contractor will:

- Provide professional photography and videography coverage for 18-20 STEM Learning Ecosystem events across Alabama, including both A-roll and B-roll footage.
- Conduct and capture interviews with 5-10 key STEM Learning Ecosystem participants for video voiceovers.
- Produce 3-4 long-form, high-quality videos with voiceovers optimized for YouTube.
- Create 10-20 engaging short-form videos with voiceovers tailored for social media platforms.
- Edit and enhance footage to align with branding and messaging guidelines.

## **Required Proposal Components**

### **I. Overview of Project Scope**

Describe your overall proposal to:

- Promote awareness of the STEM Learning Ecosystems.
- Promote the benefits of STEM Learning Ecosystems in Alabama.
- Drive awareness of the impact of STEM Learning Ecosystems in Alabama.
- Reach target audiences.

### **II. Project Team, Expertise, and Capacity to Carry Out Work**

- a. Describe your expertise and capacity to carry out the described scope of work.
- b. Provide brief biographies of key staff and describe how they will be involved in the project.
- c. Describe your experience carrying out similar work. Include links to relevant samples.

### **III. Research and Discovery**

- a. Describe how you will carry out research and discovery activities to inform the project approach.

IV. Media Strategy and Planning

- a. Outline your proposed media strategy and implementation plan. It is understood that this preliminary media plan will be further refined in collaboration with the Alabama STEM Council.
- b. Provide a timeline of activities.

V. Project Monitoring, Reporting, and Communication

- a. Describe how you will participate in project monitoring, provide regular reports of progress and impact, and ensure timely and regular communication on project plans and activities. Identify key staff.

VI. Public Relations Planning and Execution

- a. Outline your approach to developing and distributing press releases, including recommended PR materials and strategies to maximize media reach.
- b. Provide a plan for managing media inquiries, including a process for coordinating responses with the STEM Council to ensure consistency and alignment with key messaging.

VII. Photography and Videography Strategy and Execution

- a. Describe your approach to providing professional photography and videography coverage for 18-20 STEM Learning Ecosystem events across Alabama, including capturing both A-roll and B-roll footage.
- b. Outline your process and capability for conducting and recording interviews with 5-10 key STEM Learning Ecosystem participants for use in video voiceovers.
- c. Detail your plan for producing 3-4 long-form videos and your capability to create 10-20 short-form videos from collected video assets
- d. Provide insight into your editing and post-production process to ensure alignment with branding and messaging guidelines.

VIII. Project Budget and Budget Narrative

- a. Provide a budget detailing proposed expenditures for the timeline (May – Sept 30).
- b. Provide a brief justification for all proposed expenditures.
- c. Total annual cost cannot exceed \$200,000

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### **Proposal 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 responses to this RFP must include:

1. Brief transmittal letter;
2. Exhibit A: Proposal;
3. Exhibit B: Minimum Qualifications;
4. Exhibit C: Cost Proposal based on Scope of Services;
5. Exhibit D: Vendor Disclosure Statement;
6. Exhibit E: Beason-Hammon Affidavit (must be submitted prior to award of contract);
7. Other required documentation, as requested by AIDT during the course of the solicitation process.

### **3. Submission of Proposals**

#### **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](mailto:rfp@aidt.edu) on or before 4:00 p.m. on May 7, 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. We also offer to have your RFPs sent to our RFP email by the deadline: [rfp@aidt.edu](mailto:rfp@aidt.edu). 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](mailto:rfp@aidt.edu).** All written questions should be submitted **by 4:00 p.m. on April 21, 2025.** Written responses to written questions and inquiries will be posted on AIDT's website, <https://www.aidt.edu>. Questions will not be answered orally or in person. Any oral communications will be considered unofficial and non-binding.

**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.

#### **4. 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 STEM Council. After the review and evaluation of the proposals, AIDT and the Alabama STEM 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 STEM 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.

#### **5. 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.

#### **6. 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 no extension option. 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.

## **7. 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.

## **8. Budget Proposal**

The application must contain a fee proposal with annual budget and budget narratives to address and justify costs such as, but not limited to:

1. Salary/Wages
2. Employee Benefits
3. Travel
4. Materials/supplies
5. Communication
6. Consultants/contracts

**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
-------------------------	------------------------	-----------------

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.)

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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.)

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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](mailto: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.

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

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Signature Title Date