

**THE RETIREMENT SYSTEMS
OF ALABAMA**

INVITATION TO BID

For:
INSPECTION OF COMPUTER ROOM
FIRE SUPPRESSION SYSTEMS

Agency Contact:

Edward Davis (334) 517-7130

Invitation to Bid No.: **15-003**

Mandatory Pre-bid Conference:

DATE: February 12, 2014 TIME: 10:00 AM

Bids Must be Received Before:

DATE: February 23, 2014 TIME: 4:30 PM

Bids Will be Publicly Opened

DATE: February 24, 2014 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

- 1) DELIVERY: CAN BE MADE _____ DAYS AFTER RECEIPT OF ORDER.
- 2) TERMS: _____ (DISCOUNTS WILL BE CONSIDERED IN THE BID EVALUATION AND WILL BE TAKEN WITHOUT REGARD TO DATE OF PAYMENT).
- 3) PRICES VALID FOR ACCEPTANCE WITHIN _____ DAYS.
- 4) VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: _____ (THIS NUMBER WILL APPEAR ON PURCHASE ORDER)
- 5) FEDERAL EMPLOYER ID. NO. (IF NO FEIN, ENTER SSN) : _____
- 6) E-MAIL ADDRESS: _____ WEBSITE: _____

RETURN INVITATION TO BID:

REGULAR MAIL

RETIREMENT SYSTEMS OF ALABAMA
P.O. BOX 302150
MONTGOMERY, ALABAMA 36130-2150

COURIER

RETIREMENT SYSTEMS OF ALABAMA
201 S. UNION STREET, SUITE 574
MONTGOMERY, ALABAMA 36104-4369

SIGNATURE AND NOTARIZATION REQUIRED

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and subscribed
before me this**

| | | |
|--------------------|---------------------------|------------------------------|
| _____ | _____ | _____ |
| DAY OF _____, 20__ | COMPANY NAME | AUTHORIZED SIGNATURE (INK) |
| _____ | MAILING ADDRESS | TYPE / PRINT AUTHORIZED NAME |
| NOTARY PUBLIC | CITY, STATE, ZIP | TITLE |
| _____ | PHONE INCLUDING AREA CODE | FAX NUMBER |

BID RESPONSE INSTRUCTIONS

- **READ ALL TERMS, CONDITIONS AND SPECIFICATIONS**
- Label your bid response envelope with the **BID NUMBER** and **OPENING DATE**. Bids not identified may be rejected.
- Submit your bid on time. **ALL LATE BIDS WILL BE REJECTED.** The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or any other reason.
- Bid responses must be signed and notarized. Signatures must be original, handwritten.
- Bid pricing should be submitted on a pricing sheet(s) in a format consistent with the requested information.
- Any errors or corrections to a bid response should be initialed.
- Delivery date may be considered a factor in determining an award.
- Any questions or clarifications concerning this bid should be directed to Edward Davis at (334) 517-7130. Bidders should only consider written information provided by RSA Office Services when completing this bid.
- **STATE LAWS:** All bidders are responsible for compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama before doing business with a State Agency.
- The Retirement Systems of Alabama is exempt from paying Federal Excise Tax, state and local sales tax. Bidders must offer prices that do not include such taxes. Where use tax, lease tax or fees are applicable, they must be identified and their cost shown as separate items.

RETIREMENT SYSTEMS OF ALABAMA

INVITATION TO BID 15-003

Inspection of Computer Room Fire Suppression Systems

PURPOSE

The purpose of this invitation to bid is to select a qualified vendor to perform 6-month, annual, and 5-year on-site inspections of fire suppression systems located in various Retirement Systems of Alabama facilities in Montgomery, Alabama.

QUALIFIED BIDDERS

In order to be considered qualified, bidders must follow bid submission instructions and meet all bid specifications, terms and conditions, including the following:

- Bidders must attend and participate in the mandatory pre-bid conference and facility inspection.
- Bidders must be qualified to perform ALL work in accordance with applicable National Fire Protection Association (NFPA) guidelines and local fire codes.
- Proof of NFPA certification/qualifications must be submitted with bid.
- Bidders must complete the attached Vendor Disclosure Statement and Vendor Tax Certification and return them with their bid.

BASIS OF AWARD

The bid shall be awarded all or none to the lowest responsible bidder meeting all specifications, terms and conditions. Vendor references, qualifications, and past performance data may be considered in determining the award. Vendor may be asked to submit these documents prior to the award. RSA reserves the right to reject any or all bids.

Awarded bidder will be required to execute the “Agreement for Inspection of Computer Room Fire Suppression Systems” without modification.

There is no guarantee that all equipment at all locations will be serviced under this contract, as tenants have the option of securing their own maintenance provider.

INTENT TO AWARD

The Retirement Systems of Alabama will issue an “Intent to Award” before a final award is made. The “Intent to Award” will continue for a period of five calendar days, after which a final award will be made. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1 (14).

MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION

There will be a mandatory pre-bid conference and site inspection **February 12, 2014 at 10:00 AM**. The pre-bid conference will be held at 201 South Union Street, Suite 570, Montgomery, Alabama. Potential bidders will participate in the site inspection of all Montgomery facilities as

a group immediately following the pre-bid conference. Failure to attend the pre-bid conference and site inspection of all buildings will result in rejection of your bid.

BID OPENING

Bids must be received no later than 4:30 PM, February 23, 2015. The public bid opening will be held on February 24, 2015 at 10:00 AM at 201 S. Union Street, Suite 517.

BID PRICING

Bidders must include in their bid response all costs associated with providing the specified services. No additional charges beyond those specifically delineated herein shall be allowed. Prices must remain firm for the duration of the contract.

E-VERIFY REQUIREMENTS

In accordance with Act 2012-491, as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity or a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify Program.

The successful bidder will be required to submit a completed and notarized Certificate of Compliance (copy attached) as well a copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

INSURANCE

The awarded bidder must submit to the Retirement Systems of Alabama, a Certificate(s) of Insurance of the type and with coverage amounts as specified in the "Agreement", within ten (10) calendar days from the notice of award.

SPECIFICATIONS, TERMS AND CONDITIONS

1. Bidders must be qualified to perform ALL work in accordance with applicable National Fire Protection Association (NFPA) and local fire code guidelines.
2. Bidders must be factory trained and certified to perform ALL Fire Suppression System inspections. **Training certifications must be submitted with bid.**
3. The successful bidder shall be required to execute the attached **Agreement for Inspection of Fire Suppression Systems**, without modification.
4. Provide Material Safety Data Sheets on all chemicals used in fire suppression systems.
5. Vendor is to schedule work with building manager seven (7) days in advance. System testing will be done after normal working hours so that little inconvenience is caused to operation of computer rooms.
6. All pricing shall be firm for the term of the Agreement.
7. Bidders must maintain insurance coverage in the amount of \$3,000,000 for the duration of the Agreement. Insurance Certificate must name Retirement Systems of Alabama as additional insured.

LIST OF EQUIPMENT BY FACILITY

Tower Building

- (3) Each Computer Room Fire Suppression System
 - 1-Gemini FM200
 - 2-Fenwal 2320 systems – Bell Micro area

Alabama Center for Commerce

- (1) Each Computer Room Fire Suppression System
 - Fenwal 2412 Halon – ADECA

Union Building

- (4) Each Computer Room Fire Suppression System
 - Gemini FM200

Alabama Center for Post Secondary Education

- (2) Each Computer Room FM200 Fire Suppression System
 - Fenwal Model 2320 & 2210

Criminal Justice Center Building

- (1) Each Computer Room FM 200 Fire Suppression System
 - Pro-Chem PCR-4001P
- (3) Each Critical Storage Room FM200 Fire Suppression System
 - Pro-Chem PCR-100

RSA Headquarters Building

- (3) Each Computer Room FM 200 Fire Suppression System
 - Fenwal 732

PRICE SHEET
ITB 15-003
Inspection of Computer Room Fire Suppression Systems

| EQUIPMENT | 6-month | Annual | 5-year |
|------------------------------------|---------|--------|--------|
| Tower Building | | | |
| Gemeni FM200 | | | |
| Fenwal 2320 | | | |
| Alabama Center for Commerce | | | |
| Fenwal 2412 Halon | | | |
| Union Building | | | |
| Gemeni FM200 | | | |
| ACPSC | | | |
| Fenwal 2320 | | | |
| Fenwal 2210 | | | |
| Criminal Justice Center | | | |
| Pro-Chem PCR-4001P | | | |
| Pro-Chem PCR-100 | | | |
| RSA Headquarters Building | | | |
| Fenwal 732 | | | |

6 month inspection of fire suppression system (1 per year to be performed at designated time)

Annual inspection of fire suppression system (to be performed at designated time)

5 year inspection of fire suppression system (to be performed as required)

PRICING SHALL BE QUOTED PER INSPECTION FOR EACH FIRE SUPPRESSION SYSTEM.

PRICING MUST INCLUDE FUSES AND ANY OTHER REQUIRED REPLACEMENT ITEMS.

Company Name

Authorized Signature

FACILITY INSPECTION SHEET

Willie Arrington, Manager (334) 517-7668
RSA Headquarters Building
201 S. Union Street, Montgomery

Signature

Date

Willie Wright, Manager (334) 517-7830
Tower Building
201 Monroe Street, Montgomery

Signature

Date

Steven Majors, Manager (334) 517-7821
Alabama Center for Commerce
400 Adams Avenue, Montgomery

Signature

Date

Bill McCoy, Manager (334) 517-7841
Union Building
100 North Union Street, Montgomery

Signature

Date

Lee Criswell, Manager (334) 517-7832
Alabama Center for Post Secondary Education
135 South Union Street, Montgomery

Signature

Date

Billy Coleman, Manager (334)517-7811
Criminal Justice Center
301 Ripley Street, Montgomery

Signature

Date

RETIREMENT SYSTEMS OF ALABAMA

Agreement for Inspection of Computer Room Fire Suppression Systems

This Agreement is made and entered into this ____ day of _____, 2015, between _____ (hereafter referred to as "Contractor) and The Teachers' Retirement System of Alabama and The Employees' Retirement Systems of Alabama (hereafter referred to collectively as "The Retirement Systems of Alabama" or "RSA") for inspection of computer room fire suppression systems at Retirement Systems of Alabama facilities. Contractor agrees to perform the services at the rates specified in **Schedule "A" (Price Sheet)** of this Agreement.

The initial term of this Agreement will be from **April 1, 2015** through, **March 31, 2016**. Up to four additional twelve-month contract periods may be entered into under the same specifications, terms, and conditions if agreed upon in writing by both parties. In the event The Retirement Systems of Alabama elects to renew the Agreement for an additional 12-month period, Contractor will be notified in writing at least 60 calendar days prior to the commencement of the additional period involved, and Contractor shall accept or reject, in writing, said renewal period within 14 calendar days after receipt of said notice. Failure of Contractor to respond to renewal notice within the 14 calendar-day period shall constitute automatic renewal of the Agreement by Contractor. Said renewal period shall begin on the day following the expiration of the previous period. Contractor agrees that The Retirement Systems of Alabama shall not be under any obligation to extend this Agreement beyond the initial 12-month term.

GENERAL CONDITIONS

The Contractor agrees to provide the products specified in Invitation to Bid #15-003, and any and all addenda and/or supporting documents to said Invitation to Bid, in accordance with the bid specifications, at the prices quoted by Contractor in its bid response.

CONTRACT DOCUMENTS

All specifications, terms and conditions set forth in the Retirement Systems of Alabama Invitation to Bid #15-003, including its schedules and addenda attached thereto, are fully a part of this Agreement, and with this document constitute the entire Agreement.

E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

APPLICABLE LAW

It is understood and agreed by the parties that Contractor is retained as an independent contractor, and in no event shall any employee hired by, or acting as an agent for Contractor, be considered an employee of Retirement Systems of Alabama or the State of Alabama or be

entitled to any benefits under the State Merit System, while providing materials or services under this Agreement. Nothing in this Agreement, or any conduct of the parties pursuant hereto, shall create or shall be deemed or intended to create a partnership, co-venture, joint venture or joint undertaking of the parties.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

FORCE MAJEURE

Neither party shall be responsible for delays or failures on performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing.

SEVERABILITY

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provisions had never been contained herein.

SUCCESSORS AND ASSIGNS

Contractor shall not assign the Agreement or any interest herein or any monies due or to become due hereunder without the expressed written consent of The Retirement Systems of Alabama. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned and the assignee shall assume all such rights, titles, interests and obligations.

SUBCONTRACTING

The awarded bidder shall be solely responsible to provide all items and services specified within this Invitation to Bid. The awarded bidder agrees that no portion of the services shall be subcontracted without written approval of Retirement Systems of Alabama. If awarded bidder requests approval to subcontract any services specified herein, and approval is granted by Retirement Systems of Alabama, such subcontracting shall not be construed as to release the awarded bidder from any obligation or responsibility under the specifications, terms and conditions of this Invitation to Bid, nor diminish or modify any of its obligations stated herein. It shall be the responsibility of the awarded bidder to negotiate with its subcontractor for remuneration for warranty services provided by subcontractor. Awarded bidder shall absorb all charges by subcontractor for any and all services provided to Retirement Systems of Alabama under the term and conditions of this Invitation to Bid.

PERMITS & BUSINESS LICENSE

Bidders must have a valid State of Alabama Business Permit. The successful bidder will be responsible for obtaining all necessary certifications, licenses, and permits required to perform the services. All costs associated with acquisition of said licenses, permits and certifications shall be deemed to have been included in the bid prices quoted by bidder.

INSURANCE

Contractor shall secure, pay for, and at all times during the performance of this Agreement, maintain, through companies or agencies acceptable to The Retirement Systems of Alabama, such public, contingent and employer's liability insurance, containing provisions satisfactory to The Retirement Systems of Alabama as will protect the Contractor and The Retirement Systems from claims under worker's compensation and other employee benefit acts, and from any and all claims for property damage or loss thereof which may arise in or result from the performance of the services under this Agreement, or by the failure or omission of the Contractor to comply with any of the provisions of this Agreement. Such insurance shall be an owner's protective liability policy or shall consist of a policy, or policies naming The Retirement Systems of Alabama as additional insured and shall include comprehensive general liability and property damage including automobile, products-completed operations and blanket broad form contractual, with coverage adequate in amounts to be determined by the Contractor to be reasonably necessary to afford protection from such claims, but with minimum limits as to both bodily injury and property damage of not less than \$3,000,000 each, which coverage shall be written on an occurrence basis. No provision or provisions of this Agreement shall limit or restrict any liabilities assumed by the Contractor and stated in this Agreement. Contractor shall submit to The Retirement Systems of Alabama, a Certificate(s) of Insurance within **fifteen (15) days** of receipt of award notification indicating such insurance to be in force and effect; provided however that the Contractor shall, at any time upon request by The Retirement Systems of Alabama, file with The Retirement Systems of Alabama duplicate copies of the policy or policies of such insurance. No insurance required by this Contract shall be canceled without a thirty-day prior written notice to The Retirement Systems of Alabama.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless The Retirement Systems of Alabama, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services under this Agreement or lack

thereof. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this text. The Contractor shall save harmless The Retirement Systems of Alabama, its administrators, officers, employees and agents, from and indemnify it and them against all claims, liens, and suits for labor and material furnished by the Contractor. The Contractor shall defend on behalf of The Retirement Systems of Alabama, its administrators, officers, employees and agents, any suits jointly against the Contractor and The Retirement Systems of Alabama, against The Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of The Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. The Contractor shall be liable to The Retirement Systems of Alabama for consequential damages, and costs resulting from the Contractor's negligence in the performance of the Services. In any and all claims against The State of Alabama or The Retirement Systems of Alabama, or any of its officers, employees or agents by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any damages, or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

TERMINATION

The Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time absent any default on the part of the Contractor by giving written notice to the Contractor at least sixty (60) calendar days prior to the effective date of termination. The Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to the Contractor if the Contractor fails to execute the Services promptly and to The Retirement Systems of Alabama's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement.

DISCLOSURE OF INFORMATION

Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operating procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the Services.

Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the Contractor hereunder or mentioning or implying the name of the Retirement Systems of Alabama, its agencies or its departments or their respective personnel, without the prior written consent of the Retirement Systems of Alabama.

PARKING

Retirement Systems of Alabama shall provide no parking space for the employees of the Contractor while employees are performing the services.

CONTRACTOR'S ACCESS

Access routes, entrance doors or gates, parking and storage areas, etc., and any imposed time limitations, shall be designated by the RSA Building Managers. Contractor shall conduct its operations in strict observance of the access routes and other areas established as described above. Contractor's employees shall not use the public elevators in the RSA facilities while performing the services. Contractor's employees shall only use the service elevator(s) in the performance of the services. Contractor will be responsible for any damage or dirtying of public elevators if utilized by Contractor's employees in violation of this restriction.

INVOICES AND BILLING

Contractor shall submit invoices for completed work in arrears. Invoices must identify the charges by building and reference the building's unique purchase order number assigned by RSA. All invoices must be itemized and provide a description of the work performed, repairs made, components replaced, etc. Invoices should be mailed to the following address:

ATTN: Heather Smith
RSA Real Estate
P O Box 302150
Montgomery, AL 36130-2150

RETIREMENT SYSTEMS OF ALABAMA

Agreement for Inspection of Computer Room Fire Suppression Systems

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

FOR THE RETIREMENT SYSTEMS OF ALABAMA

BY: _____
David G. Bronner

TITLE: **Chief Executive Officer**

DATE: _____

REVIEWED BY: _____
Legal Counsel

FOR CONTRACTOR

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Retirement Systems of Alabama

VENDOR TAX CERTIFICATION

(Required by Act 2006-557)

Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

I hereby attest that _____ is appropriately registered to collect
(company name)
and remit sales, use and lease tax on all its sales and leases into the State of Alabama and is not
barred from bidding for or entering into a contract under ACT 2006-557. I hereby acknowledge
that the RSA may declare any contract awarded from this ITB void if this certification is false.

Authorized Signature

Date

Witness

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:

Retirement Systems of Alabama

ADDRESS:

201 S. Union Street, Montgomery, AL 36104

334-517-7130

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 |
|-------------------------|--------------------|-----------------|
| | | |
| | | |
| | | |

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 |
|----------------------------------|---------|-------------------------|
| | | |
| | | |
| | | |

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 |
|-----------------------|---------|---|--|
| | | | |
| | | | |

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 |
|----------------------------------|---------|
| | |
| | |

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.

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 of 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. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, 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. The Contractor/Grantee must attach a copy of its complete *E-Verify Memorandum of Understanding* issued and electronically signed by the U.S. Department of Homeland Security when the business entity or employer enrolls in the E-Verify program to this Certificate of Compliance.

___(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, 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. Contractor/Grantee is enrolled in E-verify unless it is not eligible to enroll because of the rules of that program or other factor 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