

**THE RETIREMENT SYSTEMS
OF ALABAMA**

INVITATION TO BID

**For:
CARPET CLEANING SERVICES**

Agency Contact:

Edward Davis (334) 517-7130

Invitation to Bid No.: 15-004

Mandatory Pre-bid Conference:

DATE: March 31, 2015 TIME: 10:00 AM

Bids Must be Received Before:

DATE: April 13, 2015 TIME: 4:30 PM

Bids Will be Publicly Opened

DATE: April 14, 2015 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 OR _____ WEEKS 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 SO. UNION STREET, SUITE 575
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__

NOTARY PUBLIC

COMPANY NAME

MAILING ADDRESS

CITY, STATE, ZIP

PHONE INCLUDING AREA CODE

AUTHORIZED SIGNATURE (INK)

TYPE / PRINT AUTHORIZED NAME

TITLE

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, hand-written.**
- 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.
- The public bid opening will be held at 201 S. Union Street, Montgomery, Alabama.
- **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 which 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
ITB 15-004
CARPET CLEANING SERVICES**

PURPOSE

The purpose of this Invitation to Bid is to select a qualified vendor to perform quarterly and annual carpet cleaning services at Retirement Systems of Alabama facilities in Montgomery and Mobile, Alabama.

RESPONSIVE BIDDERS

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

- Vendor Disclosure Statement (copy attached) must be completed and submitted with your bid.
- Attendance and participation in the mandatory pre-bid conference and site inspection
- A comprehensive and detailed description of the cleaning method utilized and products used must be submitted with your bid.
- A minimum of three references from jobs of similar size and scope that bidder has performed within the last two years must be submitted with your bid. Must include company name, address, contact person, and phone number.

BASIS OF AWARD

The bid will be awarded on an “all or none” basis to the lowest responsible bidder meeting all specifications, terms and conditions. Bidder’s reputation, qualifications and experience will be considered in the evaluation. RSA reserves the right to reject any or all bids.

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

A pre-bid conference and site inspection will be held on **March 31, 2015 at 10:00 A.M.** in Suite 570 of the RSA Headquarters Building, located at 201 South Union Street, Montgomery. **ALL BIDDERS MUST ATTEND.** Any bid received from a bidder that does not attend the pre-bid conference and site inspection will be rejected.

Immediately following the pre-bid conference, bidders **MUST** visit each Montgomery facility and have the attached Facility Inspection Sheet signed by the RSA Building Managers. Bidders must contact the Building Manager in Mobile to inspect the Battle House Tower and the Van Antwerp Building. Failure to do so will result in rejection of your bid. Bidders should familiarize themselves with the facilities to be serviced and take measurements if so desired. Failure of any bidder to adequately familiarize themselves with the buildings or with the scope of

work required shall in no way relieve or lessen their responsibility to perform the required services under these specifications if bidder is awarded the contract.

BID OPENING:

Bids must be received no later than 4:30pm April 13, 2015. Bids will be publicly opened on **April 14, 2015 at 10:00 A.M.** The opening will be held at the RSA Headquarters Building, Suite 570, Montgomery.

BID PRICING:

Bidders must include in their bid response any and all costs associated with providing the specified services. No additional charges beyond those specifically delineated herein shall be allowed.

INSURANCE CERTIFICATE

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.

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 to 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.

QUESTIONS/REQUESTS FOR CLARIFICATION OF BID SPECIFICATIONS

Any questions and/or requests for clarification of bid specifications, terms and conditions shall be directed to **Edward Davis, Director of Office Services, at 334-517-7130.**

The Retirement Systems of Alabama is not responsible for any information a bidder relies upon not obtained in writing through addenda to the invitation to bid package provided to bidders.

PERMIT & BUSINESS LICENSE

Bidders must have a current, valid State of Alabama Business License and shall obtain any and all licenses and/or permits required by Federal, State and local laws pertaining to the performance of the services. Any and all costs for such licenses and/or permits shall be at awarded bidder's expense.

SCOPE OF WORK

General: Contractor shall clean carpets at the Retirement Systems of Alabama facilities upon request. **No guarantee is made as to actual square footage of carpet that will require cleaning.** However, the following quantities are estimates:

- 340,856 square feet to be cleaned quarterly
- 1,143,908 square feet to be cleaned annually (in addition to quarterly amount)

Procedure Requirements:

- Contractor will schedule service visits with appropriate building managers and pick up a key.
- Contractor will sign in at the security guard station upon entering and leaving facility.
- Doors shall remain locked at all times. Contractor shall unlock door, enter area to be serviced, lock door, and proceed with application. This pattern shall be followed until all areas have been serviced.
- Upon completion of service application, contractor's personnel shall leave key at a location designated by the building manager.
- All employees must wear an appropriate uniform and company photo I.D. badge.
- Smoking is not permitted in the building.

Service Requirements:

- Contractor shall perform services after normal working hours and on weekends.
- Contractor shall respond on-site to call backs within twenty-four (24) hours.
- Contractor will provide each respective building manager a copy of the work order.

Cleaning Process/Method: A comprehensive and detailed description of the cleaning method utilized and products used must be submitted with your bid. Requirements include but are not limited to:

- Minimum spread rate of dry carpet cleaner shall not be less than 1 pound per 100 sq. ft. All containers of products are to be left on site.
- Agitation equipment shall be a Whitaker GLS Carpet Cleaning and Pile Lifting machine or equal.
- Vacuum equipment shall be a Windsor Versamatic or equal with minimum 1000 watts vacuum motor and 150 watts brush motor.
- Collector must be able to filter out particles down to 0.3 microns.

Suitable Products:

- Contractor shall provide each building manager with two copies of MSDS sheets for all chemicals used on-site.
- A dry carpet cleaning method using **Millicare Environmental Powder** or **CAPTURE** shall be used.
- Products must be water-based.

- All products shall be environmentally friendly.
- All products must meet EPA standards for indoor air quality.
- No solvent or detergent-base cleaning materials are permitted.
- Contractor shall provide an Appearance Warranty to RSA for service and quality.

**ITB 15-004
PRICE SHEET
CARPET CLEANING SERVICES**

Clean carpet according to specifications \$ _____ / Square Foot

NOTE: The following information will not be a determining factor in bid award:

Please indicate the square footage of carpet generally cleaned in a period of one hour using the **dry carpet cleaning method** required: _____ sq. ft./hour

**FACILITY INSPECTION SHEET
CARPET CLEANING
ITB 15-004**

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

Signature

Date

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

Signature

Date

Lee Criswell, Manager (334) 517-7851
Plaza Building
770 Washington Avenue, Montgomery

Signature

Date

Lee Criswell, Manager (334) 517-7851
Alabama Center for Post Secondary Education
135 S. Union Street, Montgomery

Signature

Date

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

Signature

Date

Brent Speer, Manager (334) 517-7541
Dexter Avenue Building
445 Dexter Avenue, Montgomery

Signature

Date

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

Signature

Date

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

Signature

Date

Lee McDonald, Manager (251) 405-4780
Battle House Tower
11 N. Water Street, Mobile

Signature

Date

Trustmark Building
Marvin Mitchell, Manager (251) 405-4791
107 St. Francis Street, Mobile

Signature

Date

Van Antwerp Building
Randy Garvin, Manager (251) 405-4791
101 Dauphin St., Mobile

Signature

Date

**Agreement for Carpet Cleaning Services
At Retirement Systems of Alabama Facilities**

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 carpet cleaning services at The Retirement Systems of Alabama facilities. Contractor agrees to perform the services at the rates specified in **Schedule “A” (Pricing Sheet)** of this Agreement.

AGREEMENT PERIOD

The initial term of this Agreement will be from May 5, 2015 through May 4, 2016. Up to four additional twelve (12) 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 twelve (12) month period, the Contractor will be notified in writing at least sixty (60) calendar days prior to the commencement of the additional period involved, and Contractor shall accept or reject, in writing, said renewal period within fourteen (14) calendar days after receipt of said notice. Contractor agrees that The Retirement Systems of Alabama shall not be under any obligation to extend this Agreement beyond the initial twelve (12) month term.

GENERAL CONDITIONS

The contractor agrees to perform all services specified in Invitation to Bid #15-004, and any and all addenda to Invitation to Bid #15-004, for the prices quoted by Contractor in this Invitation to Bid.

CONTRACT DOCUMENTS

All specifications, terms and conditions set forth in the Retirement Systems of Alabama Invitation to Bid #15-004, including its exhibits, schedules, forms, logs, and addenda attached thereto, are fully a part of this Agreement, and with this document constitute the entire Agreement.

CONTRACTOR STATUS

It is understood that Contractor is an independent contractor and neither it nor its employees or agents shall be considered employees of the State of Alabama entitled to State of Alabama Merit System benefits.

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

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of Contractor. The Retirement Systems of Alabama shall have no right to control any of the actions of the employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries. Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal government.

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 of 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, acts of terrorism, 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. Upon receipt of such written notice, the recipient shall have the option to terminate the Agreement in accordance with the guidelines set forth below in "**TERMINATION**", or to continue the Agreement once the impediments to performance have been removed.

NONWAIVER

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable work or work performed not in accordance with the specifications, terms and conditions of the Agreement, shall not be deemed an acceptance

thereof, nor a waiver of the Retirement Systems of Alabama's right to a proper execution of the Agreement or any part of it by Contractor.

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 in violation of the Code of Alabama, Section 41-16-29. 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.

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 **\$2,000,000 (each occurrence)** general liability alone, or together with an excess liability umbrella. No provision or provisions of this Agreement shall limit or restrict any liabilities assumed by the Contractor and stated in this Agreement. The Contractor shall, prior to commencing any services, submit to The Retirement Systems of Alabama, a Certificate(s) of Insurance indicating such insurance to be in force and effect, and shall maintain such policy or policies at all times during the term of this Agreement. No insurance required by this Contract shall be canceled without thirty (30) calendar days prior written notice to The Retirement Systems of Alabama.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold The Retirement Systems of Alabama, its administrators, officers, employees, and agents harmless 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.

PERMITS, LICENSES, FEES AND REGULATIONS

Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the Services. All cost therefore shall be deemed to be included in the prices listed in Invitation to Bid #15-004. Contractor shall comply with all Federal, State, County, and Municipal laws, regulations, and codes pertaining to the performance of the service.

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 thirty (30) 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. The Contractor at its sole option and discretion shall have the right to terminate this Agreement at any time by giving written notice to the Retirement Systems of Alabama at least sixty (60) calendar days prior to the effective date of termination.

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.

CONTRACTOR ACCESS

RSA Building managers shall designate access routes, entrance doors or gates, parking and storage areas, etc., and any imposed time limitations. 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 RSA facilities while performing the services. Contractor's employees shall only use the service elevator(s) in 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.

PARKING

No parking spaces shall be provided for employees of the Contractor while employees are performing the services.

INVOICES AND BILLING

All billing is to be in arrears. Contractor shall generate a separate invoice for each facility and reference the appropriate RSA purchase order number designating the facility. Multiple invoices may be mailed in the same envelope. Invoices should be mailed to:

Attn: Heather Smith
RSA Real Estate Division
Retirement Systems of Alabama
P. O. Box 302150
Montgomery, AL 36130-2150

FOR THE RETIREMENT SYSTEMS OF ALABAMA

BY: _____
David G. Bronner

TITLE: **Chief Executive Officer**

DATE: _____

REVIEWED BY: _____
Legal Counsel

FOR CONTRACTOR: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

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