



**2601 Carson Road  
Birmingham, Alabama 35215-3098**

**Bid Invitation #22-016  
Bid for Manufacturing Equipment**

**Bid Opening Date:** July 11, 2022  
**Bid Opening Time:** 2:00 P.M.  
**Bid Opening Location:** George Wallace Hall Room #115

**Submit bid proposal to:** Jefferson State Community College  
JSCC Bid #22-016  
Attention: Ann Cimalore  
George Wallace Hall Room #100  
2601 Carson Road  
Birmingham, Alabama 35215

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# GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. *"All bids shall be sealed when received"* (Alabama Code § 41-16-54). Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.
2. Bids must be received prior to bid opening date and time. Late bids will not be considered.
3. All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign bid in ink.
4. Prices submitted on the bid must remain effective for a period of thirty (30) days for complete bid evaluation.
5. Jefferson State Community College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institute. Bids will be awarded in a manner which appears to be in the best interest of Jefferson State Community College. Bids may be awarded to multiple bidders.
6. This proposal is to be made without connections with any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.
7. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
8. Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.
9. The responsibility of determining the acceptability of any products offered rests solely with Jefferson State Community College.
10. Successful bidder will be required to submit a copy of General Liability (umbrella) insurance. The copy must show amount limits for automobile, workmen's compensation, etc. (applicable for the delivery of materials, supplies, etc.)
11. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
12. Successful bidder must provide a copy of current state, county or city business license, general contractor's license or applicable license as required by law.
13. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery F.O.B. or additional costs associated with delivery, installation and set-up as requested in the bid
14. All bidders are required to complete a Disclosure Statement. Act 2002-955 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. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to the college.
15. Successful bidder will be required to complete the Alabama Immigration Law Compliance Documents and provide documentation of enrollment in the E-Verify program. The Alabama Immigration Law Compliance Documents are included in the bid proposal.
16. All bids must be notarized.
17. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to Ann Cimalore, Financial Services, 2601 Carson Road, Birmingham, AL 35215-3098, at least seven (7) days prior to bid opening. Questions can also be submitted via email at [purchasing@jeffersonstate.edu](mailto:purchasing@jeffersonstate.edu) Answers to such requests will be given to all recorded bidders, in addendum form, which will be included as part of the contract documents.
18. When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified.
19. Bid prices are to remain in effect from award date July 2022 through June 30, 2023.
20. The contract may be extended for a period of two additional years if no changes are made in the specifications and/or pricing by the vendor. JSCC and the vendor must agree in writing for the contract extension.
21. Jefferson State Community College may cancel this agreement at any time with 30-day written notice.
22. Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials.
23. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful bidder at no additional charge.
24. Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.
25. It is further agreed that if any provision of this Agreement shall contravene any statute of Constitutional provision, either now in effect of which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.

26. The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Jefferson State Community College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which Jefferson State Community College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Jefferson County, Alabama.
27. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
28. These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
29. As an entity of the State of Alabama, the parties recognize and agree that Jefferson State Community College cannot and will not agree to indemnify any party to a contract resulting from this bid.
30. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
31. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
32. Jefferson State Community College reserves the right to purchase according to availability of funds.
33. All applicable shipping and handling costs must be included in the pricing submitted with the bid.
34. Jefferson State Community College will not accept prepay terms for the items and services in this bid.
35. In compliance with Act 2016-312, the contractor 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 this state can enjoy open trade.

## **NONRESIDENT BIDDER INFORMATION**

### **Public Works Bids**

Section 39-3-5 of the Alabama Code provides as follows:

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

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

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

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

### **Personal Property or Contractual Services Bids**

Section 41-16-57 of the Alabama Code Provides as Follows:

(b) The awarding authority in the purchase of or contract for personal property or contractual services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations. Notwithstanding the foregoing, no county official, county commission, school board, city council or city councilmen, or other public official, state board, or state agency charged with the letting of contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility may specify the use of materials or systems by a sole source, unless:

(1) The governmental body can document to the satisfaction of the State of Alabama Building Commission that the sole source product or service is of an indispensable nature, all other viable alternatives have been explored, and it has been determined that only this product or service will fulfill the function for which the product is needed. Frivolous features will not be considered.

(2) The sole source specification has been recommended by the architect or engineer of record and who also documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.

(3) All information substantiating the use of a sole source specification is documented in writing and is filed into the project file.

# **VENDOR CERTIFICATION BY ALABAMA DEPARTMENT OF REVENUE**

## **Certification Pursuant to Alabama Act Number 2006-557**

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

**“In compliance with Act 2016-312, the contractor 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 this state can enjoy open trade.”**

## ACKNOWLEDGEMENT OF RECEIPT FORM REQUESTS FOR BID #22-016

In acknowledgement of receipt of the Request for Bid, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents and ending with Page 19.

The acknowledgement of receipt should be signed and returned by the vendor no later than the close of business on **June 30, 2022**. Only potential vendors who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all offers or written questions and written responses to those questions as well as RFB amendments and or addendums, if any are issued.

Firm \_\_\_\_\_

Represented by \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**(Must Circle One)** Firm **does or does not** intend to respond to this Request for Bid.

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

Jefferson State Community College  
Attention: Ann Cimalore  
2601 Carson Road  
Birmingham, Alabama 35215-3098

**Form may be emailed to the attention of Ann Cimalore**

**Email address: [acimalore@jeffersonstate.edu](mailto:acimalore@jeffersonstate.edu)**

## **Bid Specifications for JSCC Bid #22-016 For Manufacturing Equipment**

Jefferson State Community College (JSCC) is accepting bids for the following Equipment for the Manufacturing Programs at JSCC

### **1) AC/DC certification training system**

The AC/DC Training System is a state-of-the-art training system that is specifically designed to introduce students to the basic principles of electrical circuits, both in direct current (dc) and alternating current (ac). It provides a comprehensive, high-quality, and cost-effective solution to rapidly build student knowledge in electricity and electrical circuits. Curriculum skills and objectives as well as the training system must lead to certification for both AC and DC, for a total of two certifications.

Through theory and hands-on exercises, the AC/DC Training System fully covers the following topics: nature of electricity, Ohm's law, Kirchhoff's voltage, and current laws, using measuring instruments, solving series and parallel circuits, electromagnetism, electrical distribution, and troubleshooting electrical circuits.

- Fully introduces students to all the important concepts in both dc circuits and ac circuits.
- Comprises the most common electrical components in modern electrical circuits, easy to access and safe for student experimentation.
- Powered using a standard ac wall outlet and operates at a low voltage for student safety.
- Includes six built-in faults that can be inserted using toggle switches, enabling students to test and improve their troubleshooting skills.
  
- Basic concepts of electrical circuits, both in direct current (dc) and alternating current(ac)
- Ohm's law
- Kirchhoff's voltage and current laws
- Using measuring instruments (voltmeters, ammeters, ohmmeters, etc.)
- Solving series and parallel circuits
- Electromagnetism
- Electrical distribution
- Troubleshooting electrical circuits
- Exploration of the most common electrical components: power sources, resistors, inductors, capacitors, transformers, switches, relays, motors

## **2) Robotics fenceless training system:**

Includes handling and assembly application modules, virtual robotics software with safety assessment certification. Equipment and curriculum/skills and objectives must lead to certification for fundamentals of robotics and applied robotics. 16 licenses of virtual robotics must be included. System must also lead to safety assessment certifications.

Single Arm standalone to complete applications task for pick and place, assembly, and handling.

## **3) Pick and Place assembly Station:**

The robot handling module extends the robot station by adding the workpiece handling application. This module supplies workpieces to the station via a slide, which the robot transports to the assembly retainer. The sensor in the gripper enables the robot to differentiate workpieces by color (black/non-black). The sensor in the assembly retainer also monitors the orientation of the workpiece. From the assembly retainer, the robot sorts the workpieces into various magazines or passes them on to a downstream station. The combination with the robot assembly module also allows workpieces to be assembled. Must include safety assessment certification and system must lead to certification.

The two pipe magazines and the assembly retainer are mounted on a mounting plate which can be mounted on the base plate of the robot station with the supplied mounting material. That allows the overall module to be removed from the station and remounted later in the identical position if required, without adjusting the relevant robot positions for this module.

Scope of delivery

- Slide module
- Retainer module with reflection light sensor
- Assembly retainer module with reflection light sensor
- 2 pipe magazines
- Mounting plate
- Mounting material for profile plate

## **4) State of the Art Safety Training Platform**

The training platform should have 360-degree safety scanners that allows three zones, one protective and two warning fields to be activated at the same time. The integrated interface extends interoperability with other safety laser scanners and safety controllers. Six axis robotic arms can give all around protection. The configuration memory system plug also should enable simple commissioning and quick device replacement. The built-in CM functionality should combine personnel protection with surrounding contour recording. The system should have solutions for logistics and production applications and includes safety assessment certification.

Virtual Robotics must include these features:

- Robot programming
- PLC programming
- Troubleshooting



## 5) PLC/HMI Training system with Object Detection Sensor Training System

Programming a PLC efficiently requires a strong familiarity with the specifics of the programming environment and languages. This is exactly the purpose of the PLC Training System. Equipment and curriculum/skills and objectives must lead to national certification for both Allen Bradley PLC and Sensors TP1311 certification, for a total of 2 NC3 certifications.

This training system allows students to acquire hands-on experience with industrial control equipment. Realistic examples are used to motivate students. These examples are displayed on the graphic terminal and correspond to real PLC applications that can be interfaced with the trainer.

The system comprises industrial components of the latest technology: a controller, a HMI 7 graphic terminal, and a industrial Ethernet switch. Several inputs (16 digital and 4 analog inputs) and outputs (16 digital and 2 analog outputs) and are accessible from the front panel using 2-mm test leads. Controls and lights can also be connected. Eight switches allow the addition of electrical faults during troubleshooting exercises.

- The system uses software and hardware that are used in actual factories.
- Comprehensive curriculum with hands-on exercises accompanies each system.
- The system is mounted in a rugged suitcase with casters.
- The system can be used alone or in conjunction with existing PLC applications.
- Communication between devices using either an industrial Ethernet switch, communication connectors, or 2-mm jacks.
- Familiarization with Studio 5000 and FactoryTalk View Studio
- Understanding PLC operation and addressing
- PLC programming in four different IEC 61131 languages: Ladder Logic (focus), Sequential Function Chart, Function Block, and Structured Text
- Designing human-machine interfaces
- Troubleshooting

Sensor's equipment set contains the below sensors and include a built-in 24 V dc power supply

- Magnetic proximity sensors
- Inductive proximity sensors
- Optical proximity sensors
- Capacitive proximity sensors
- Inductive sensors (analogue)

## 6) Electric Motor Control certification training system

Electric Motor Troubleshooting Technology builds knowledge and skills in the fundamentals of industrial electric motor controllers. The curriculum is specially designed to develop soft skills in addition to technical skills. Equipment allows teachers to insert various faults to develop troubleshooting skills – a must to be well prepared for the workplace. Must be in portable hard plastic case with wheels. Equipment and curriculum/skills and objectives must lead to national NC3 certification.

The equipment set for basic motor controls shall contain all the necessary equipment to train students on the fundamental electric motor controls circuits, to install, commission and troubleshoot them. All necessary components required with the curriculum shall be included inside suitcase (except measuring instruments) with the necessary storage inside.

The equipment set shall include the following features:

- Fault switches on control and pilot devices for troubleshooting skills development
- Lockout/tagout procedures, symbols and schematics, understanding and implementing, troubleshooting components and circuits, control and pilot devices, protections (breakers, overloads), manual starters, two and three wire control, reversing starters, jogging control, time-delay relays, primary resistor starters, star-delta starters, motor testing and troubleshooting.
- Contactors and relays can be faulted directly on the component for troubleshooting skills development
- Power components installed directly on a DIN rail
- Power signals cannot be mixed with control signals to ensure components durability
- Electrical power components, connections leads, and power cord stored inside the suitcase lid
- Rugged suitcase with removable lid, retractable handle, and wheels
- Three-phase motor with inertia wheel equipped with an easy and safe braking system to stop the rotation when motor is de-energized
- Use industrial electrical schematics
- All modules and components are fully assembled, no assembly required by the customer

The following components shall be included:

- Contactors (3), Control Relay, Overload Relay, Time Relay, Motor Protective Switch, Lockable Disconnect Switch, Starting Resistors (3), Pilot Lights (2), Toggle Switch, Selector Switch, Pushbuttons (5), Emergency Button, Cam Switch (Forward/Stop/Reverse), Three-Phase Induction Motor, Inertia Wheel

## 7) PLC/HMI Certification Training system with Sensors set

Programming a PLC efficiently requires a strong familiarity with the specifics of the programming environment and languages. Equipment and curriculum/skills and objectives must lead to national NC3 certification for both Siemens PLC and Sensors TP1311 certification, for a total of 2 NC3 certifications.

This training system allows students to acquire hands-on experience with industrial control equipment. Realistic examples are used to motivate students. These examples are displayed on the graphic terminal and correspond to real PLC applications that can be interfaced with the trainer.

The system comprises industrial components of the latest technology: a controller, a HMI 7" widescreen panel with PROFINET, MPI/PROFIBUS DP, and USB interfaces, and a industrial Ethernet switch. Several inputs (16 digital inputs, including 6 high-speed counters, and 4 universal analog inputs) and outputs (14 digital outputs, including 4 high-speed outputs, and 2 configurable analog outputs) are accessible from the front panel using 2-mm test leads. Controls and lights can also be connected. Eight switches allow the addition of electrical faults during troubleshooting exercises.

- Work with software and hardware that are commonly used in industrial environments.
- Rely on comprehensive learning resources.
- Optimize space usage with this compact, portable system, mounted in a rugged suitcase with casters for easy transportation and safe storage.
- Develop industry-relevant skills for successfully performing automation and maintenance tasks.
- Familiarization with WinCC (TIA Portal)
- Using standard PLC instructions, and understanding PLC addressing and operation
- Programming in four different IEC 61131 languages: ladder, sequential function chart, function block, and structured text.
- Designing human-machine interfaces
- Troubleshooting

Sensor's equipment set contains the below sensors and include a built-in 24 V dc power supply

- Magnetic proximity sensors
- Inductive proximity sensors
- Optical proximity sensors
- Capacitive proximity sensors
- Inductive sensors (analogue)

**JSCC BID #22-016 TRANSMITTAL FOR MANUFACTURING EQUIPMENT**

<b>Bidder</b>			
<b>Item</b>	<b>Price per each</b>	<b>Price per each</b>	<b>Price per each</b>
<b>(1) AC/DC Certification Training System</b>			
<b>(2) Robotics Fenceless Training System</b>			
<b>(3) Pick &amp; Place Assembly Station</b>			
<b>(4) Safety Training Platform</b>			
<b>(5) PLC/HMI Training System With Object Detection Sensors</b>			
<b>(6) Electric Motor Control Training System</b>			
<b>(7) PLC/HMI Training System w/Software &amp; Sensors Set</b>			

**JSCC Bid #22-016**

Date: \_\_\_\_\_

The undersigned agrees to furnish to Jefferson State Community College and deliver the above in complete accordance to specifications herein listed and at the above listed prices. The undersigned also has the authority to enter this agreement.

Signed: \_\_\_\_\_ Printed: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

Email: \_\_\_\_\_

## Collusion/Fraud Statement

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

\_\_\_\_\_  
Name of Company (please type or print in ink)

\_\_\_\_\_  
Authorized Signature (sign in ink)

\_\_\_\_\_  
Complete Address for Mailing Purchase  
Order and Payment

\_\_\_\_\_  
Typed/Printed Name of Signature Above

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Title (please type)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

## NOTARIZATION

Sworn and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
*Notary Public Signature*

\_\_\_\_\_  
*My commission expires (date)*



## MINORITY INFORMATION

If this business is minority owned, please list the qualification status below:

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### Immigration Compliance

**By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration 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 this agreement and shall be responsible for all damages resulting therefrom.**

**JSCC Bid #22-016**

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Company (please type or print in ink)

\_\_\_\_\_  
Authorized Signature (sign in ink)

\_\_\_\_\_  
Title (please type or print in ink)

\_\_\_\_\_  
Typed/Printed Name of Signature

# VENDOR DISCLOSURE STATEMENT

## Disclosure Statement Information and Instructions

Section 41-16-82, *Code of Alabama* 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Section 41-16-85, *Code of Alabama* 1975 requires that a copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts, and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 401 Adams Avenue, Suite 280, Montgomery, Alabama 36104. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

Pursuant to Section 41-16-84 (b), *Code of Alabama* 1975 the State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information as required.

Pursuant to Section 41-16-86, *Code of Alabama* 1975, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

### Definitions as Provided in Section 41-16-81, Code of Alabama 1975

- (1) **Family Member of a Public Employee** – The spouse or a dependent of the public employee.
- (2) **Family Member of a Public Official** – The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, or a sibling and his or her spouse, of the public official.
- (3) **Family Relationship** – A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.
- (4) **Person** – An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
- (5) **Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(26) and 36-25-1(27), *Code of Alabama* 1975, (see below) except for the purposes of the disclosure requirements of this article, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature. (Note: The definitions for public official and public employee are now denoted as Sections 36-25-1 (26) and 36-25-1 (27), *Code of Alabama* 1975. However, Section 41-16-81 (5), *Code of Alabama* 1975 has not been codified to reflect such updates.)



Section 36-25-1(26), *Code of Alabama* 1975, defines a **public employee** as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a parttime basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(27), *Code of Alabama* 1975, defines a **public official** as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-13-40, *Code of Alabama* 1975.

### **Instructions**

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

**THE DISCLOSURE STATEMENT MUST BE SIGNED, DATED, AND NOTARIZED PRIOR TO SUBMISSION.**



# 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

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

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.*