



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

**RFP Invitation #24-011
Request for Proposal for Dual Credit Technology Solution Platform**

RFP Opening Date:	May 29, 2024
RFP Opening Time:	2:00 P.M.
RFP Opening Location:	George Wallace Hall Room 115
Submit bid proposal to:	Jefferson State Community College

JSCC RFP #24-011
Attention: Ann Cimalore
George Wallace Hall Room #115
2601 Carson Road
Birmingham, Alabama 35215

April 30, 2024

To Whom It May Concern:

Jefferson State Community College will receive sealed proposals for Dual Credit Technology Solution Platform, RFP #24-011, in its Business Office until **May 29, 2024, 2:00PM** for the item(s) described and specified on the attached sheet(s). All proposals received after this time will not be considered. The proposals will be publicly opened.

General Conditions and Instructions to Vendors:

1. All proposals are to be in sealed envelopes with the **opening date and RFP number to Appear on the outside of the envelope**. Proposals should be mailed to: **Jefferson State Community College, ATTN: Ann Cimalore, 2601 Carson Road, Birmingham, AL 35215**. If you have **questions regarding this RFP, contact Ann Cimalore, Purchasing Coordinator at 205-856-8020**. We will not accept proposals that are faxed or emailed. Proposals must be **received** by the time and date listed above, not postmarked. Please note that Fed-Ex, UPS, and USPS have experienced delivery delays due to COVID-19. Proposals delivered by Federal Express, Airborne Express, and all other delivery services must be labeled with "RFP enclosed" along with the opening date and RFP number on the **outside** of the delivery service's envelope.
2. Only written modifications to proposals will be accepted.
3. The College reserves the right to accept proposals in any combination or reject any proposal or part thereof and to waive any technicality in the RFP which in its sole discretion is in the best interest of the College. The College expressly reserves the right to reject all proposals if, in its sole discretion, the College believes the rejection of all proposals would be in the best interests of the College. Awards may be issued to multiple vendors.
4. After the proposals are opened, all proposals become the property of the College and will be made available for public inspection.
5. The proposal is to be made without connections with any other person, company, or party making a proposal and is to be in all respects fair and in good faith, without collusion or fraud.
6. Jefferson State Community College may cancel any agreement with a successful vendor at any time with a 30-day written notice. In the event that the vendor wishes to not renew the contract, vendor must give a sixty (60) day written notice before the end of the contract.
7. Alabama laws require that, as a condition for the award of a contract by a college to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E- Verify program. During the

performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of Understanding must be included with the proposal. If you do not believe these requirements are applicable to your entity, include an explanation justifying such an exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify.

The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

8. In submitting a proposal, the vendor agrees to execute a contract incorporating the General Conditions and Instructions to Vendors for any and all items which collectively shall constitute the contract.
9. RFP awards are subject to change or cancellation due to an unanticipated decrease in funding (including tuition, local, state, or federal). RFP awards are also subject to change or cancellation due to changes in local, state, federal laws, regulations, policies, or changes in the policies of the Alabama Community College System.
10. Act 2001-955 requires the Disclosure Statement (included with this RFP) be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

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Evaluation Criteria

Jefferson State Community College

Request for Proposal #24-011

Dual Credit Technology Solution Platform proposals will be evaluated in accordance with the following criteria:

1. Points can be assigned as follows:

1. Excellent	30
2. Good	20
3. Fair	10
4. Poor	5
5. Unacceptable	0

2. Each category will be weighted by importance and compared to similar size institutions where applicable:

1.	Capabilities	20%
2.	Functionalities	20%
3.	Infrastructure	15%
4.	Implementation	10%
5.	Training and Support	15%
6.	Cost	20%

EXAMPLE: 1. Capabilities
Excellent Rating 30×20 (excellent x weighting) = 600 points

2. Training and Support
Poor Rating 5×15 (poor x weighting) = 75 points

Evaluation Criteria Worksheet

	Weight Factor	Points Assigned	Total
1. Capabilities	20		
2. Functionalities	20		
3. Infrastructure	15		
4. Implementation	10		
5. Training and Support	15		
6. Cost	20		

Request for Proposal
Introduction & Vendor Instructions
Jefferson State Community College
Dual Credit Technology Solution
Platform

1. Purpose

The purpose of this RFP is to establish a contract for a Dual Credit Technology Solution Platform partnership with Jefferson State Community College. The Solution requirements are contained in the Scope of Services and Specifications of the RFP.

2. Commitment of the Community College

Jefferson State Community College reserves the right to withdraw this RFP at any time and for any reason. Receipt of proposal materials by the College or submission of a proposal to the College confers no rights upon the proposer nor obligates the College in any manner.

A contract, based on this RFP, may or may not be awarded. Any contract resulting in an award from the RFP is invalid until properly approved and executed by the President of Jefferson State Community College. Any agreements shall be construed and interpreted according to the laws of the State of Alabama.

3. Issuing Office

This RFP is being issued by and sealed proposals are to be submitted to:

Ann Cimalore
Jefferson State Community College
2601 Carson Road
Birmingham, AL 35215

4. Form of Contract

The successful vendor shall submit a proposed agreement, the scope and terms of the contract shall consist of the RFP, any amendments thereto, and the contractor's proposal in response to the Request for Proposal. In the event that an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to have occurred. However, the College reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

No modifications or changes in any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to, in writing, by the Contractor, and the College and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be construed as amendments to the contract.

The contract shall be construed according to the laws of the State of Alabama. Any legal proceedings against the College regarding this RFP, or any resultant contract, shall be brought in the State of Alabama.

5. Deviations from the Form of Contract

The stated requirements appearing elsewhere in the RFP shall become a part of the terms and conditions of any resulting contract. Any deviations must be specifically defined by the Contractor in the proposal.

6. Execution of Contract

The Contractor to whom the RFP is awarded shall, within ten (10) days after prescribed documents are presented for signature, execute, and deliver to Jefferson State the contract in substantial form, and include those items added or deleted during negotiations. The Contractor shall also provide satisfactory evidence of all required insurance coverage and proof satisfactory to Jefferson State, of the authority of the person executing the contract on behalf of the Contractor.

The above documents must be furnished, executed, and delivered before the contract will be executed by Jefferson State. The contract will not be binding upon Jefferson State until it has been executed by Jefferson State and a copy of such a fully executed contract is deliverable to the Contractor.

The contract shall be for three years with successive one-year renewal options not to exceed a total of ten (10) years.

7. Contract Requirements

VENDOR DISCLOSURE FORMS:

State of Alabama Act 2001-955 requires that the Vendor Disclosure statement be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.00. A vendor 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. A new vendor disclosure statement is required for each purchase in excess of \$5,000.00 regardless of prior purchases. A current vendor disclosure statement must be on file before invoices can be processed for payment.

8. Proposal Addenda and Rule for Withdrawal

Prior to the deadline date specified for receipt of proposals, a proposal may be withdrawn by submitting a written request for its withdrawal to the address listed. Unless requested by the College, it will not accept any addenda, revisions, or alterations to proposals after the proposal due date. Any submitted proposal shall remain valid for six (6) months after the proposal's due date.

9. Rejection of Non-Responsive Proposals

Proposals shall be considered non-responsive if they contain omissions, alterations of unacceptable conditions or limitations, or other irregularities of any kind. Jefferson State may reject proposals considered non-responsive.

10. Oral Commitments

Potential vendors should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential vendors and any Jefferson State Community College personnel are not binding on Jefferson State Community College, unless confirmed in writing by Ann Cimalore.

Any oral clarifications of substance shall be reduced in writing by the proposer when requested by JEFFERSON STATE.

11. Offer of Gratuities

By submission of a proposal, the proposer certifies that no official or employee of the College has or will benefit financially or materially from this contract. The contract may be terminated by the College if it is determined that gratuities of any kind were either offered to, or received by, any official or employee of the Community College from the potential vendor, his agent, or employees.

12. Vendor Presentation/Demonstration

Vendors who submit a proposal in response to this Request for Proposal will be required to make a presentation/demonstration of their proposal based on selection by Jefferson State Community College. Only those vendors selected by Jefferson State Community College will be required to present. These presentations and demonstrations must show the College the "live" system functioning on a computer-based system. It cannot consist of a demonstration not actually running on a computer system. For example, a simple PowerPoint presentation will not be sufficient. The demonstration must exercise the system in real-time via connection to a vendor supplied hosted software solution. The presentation/demonstration may use vendor data of their own choosing.

13. Restrictions on Communicating with Community College Staff

From the issue date of the Request for Proposal, until a Contractor is selected, and selection is announced, vendors are not allowed to communicate with any College staff. Questions will **only** be answered by e-mail. Please email acimalore@jeffersonstate.edu by May 15, 2024.

The College shall reserve the right to reject a proposal for violation of this provision.

14. RFP Addenda

Addenda to this Request for Proposal may be necessary prior to the closing date and will be furnished by email to all prospective vendors. Failure to acknowledge receipt of addenda in accordance with instructions contained in the addendum may result in the proposal not being considered. No changes 24 hours before opening date.

15. Compliance with the Law

Contractor shall comply with all applicable laws, ordinances, rules, and regulations relating to the Services provided under this Agreement.

16. Insolvency

In addition to all other rights herein, either party hereto may terminate this Agreement without prior notice should the other party become insolvent, voluntarily file for bankruptcy or receivership, or make any assignment for the benefit of creditors, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.

JEFFERSON STATE's financial status depends directly upon appropriations from the State of Alabama. Therefore, this agreement, and its continuation, is hereby expressly made contingent upon JEFFERSON STATE receiving from the State of Alabama an appropriation in sufficient amount so as to allow JEFFERSON STATE to meet its financial obligations. Such determination shall be made solely by JEFFERSON STATE and such determination shall be final and binding upon both parties. If at any time JEFFERSON STATE shall determine that its appropriation is not adequate to allow it to meet its obligations, then in such event JEFFERSON STATE shall be allowed to terminate this Agreement, upon 90 days written notice to Contractor, with all other termination and final settlement provisions remaining applicable hereto.

17. Trade Secrets and Proprietary Information

During the term of this Agreement, Contractor and College may have access to certain proprietary materials of each other. In the case of Contractor, proprietary information shall include management guidelines and procedures, faculty data, student data, staff data, operating manuals, and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). Neither College nor Contractor shall disclose any of the other party's Trade Secrets or other proprietary information, directly or indirectly, during or after the term of this Agreement. The parties shall not photocopy or otherwise duplicate any such material without the prior written consent of the originator. All Trade Secrets and other proprietary information shall remain the exclusive property of its originator and shall be returned thereto immediately upon termination of this Agreement.

As a reminder, all student data must be protected under the provisions of FERPA (Family Educational Rights and Privacy Act). The successful vendor must demonstrate the security

mechanisms in place to protect against data loss or security breaches. Also, evidence of FERPA training and certification of all vendor employees servicing the JEFFERSON STATE account must be provided prior to contract initiation.

18. Assignment

This Agreement, or any portion thereof, may not be assigned by either party without the written consent of the other.

19. Catastrophe

Neither Contractor nor JEFFERSON STATE shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property or damage due to such causes.

It is required by the College that the successful vendor speak to their disaster recovery/backup methodology in order for the vendor supplied technology platform to remain operational in a disaster situation. The College requires that the vendor demonstrate routine exercise of their disaster recovery plan and provide reports to the Community College of those exercises. Failure to provide adequate disaster recovery/backup mechanisms in order to mitigate vendor downtime could result in the termination of the contract by JEFFERSON STATE should the deficiency not be corrected. Remediation of the disaster recovery/backup facilities would be required in a mutually agreed to time frame by the vendor and Community College.

20. Severability

If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. Amendments to Agreement

All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

22. Entire Agreement

This Agreement and its attachments and other documents specifically incorporated by reference herein

contains the entire understanding and agreement of the parties concerning the matters contained herein and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

23. Additional Terms

Any contract awarded under this request or proposal shall include the following additional terms and conditions:

The following provisions shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:

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 laws, 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.

It is further agreed 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 Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. The contractor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

By signing this contract, the contracting parties affirm for the duration of this 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 this agreement and shall be responsible for all damage resulting from.

This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.

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.

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.

This agreement may be executed in counterparts, each of which shall be deemed original, but all of which together shall be deemed to be one and the same agreement.

Response Format

Jefferson State Community College Dual Credit Technology Solution Platform

Proposals shall be submitted in the format contained in the Request for Proposal. This material must be in sequence and related to the Request for Proposal. The College will make no reimbursement for the cost of developing or presenting proposals in response to this Request. Only information specifically related to this type of project will be evaluated. Proposals must present the following information.

Section A: Company Profile: A brief narrative describing the company's history, corporate resources, management team, company philosophy, approach to providing services, qualifications, higher education experience, total number of years in business, relevant experience and benefit JEFFERSON STATE will receive through contracting with the firm.

The College requires a listing of all higher education institutions served that are similar in demographics and multi-campus education delivery. In addition, at least three account references from this list should be included that contain liaison names, telephone numbers, physical addresses, email addresses, and a description of services provided, and dates of the services.

Section B: System Capabilities and Functionalities: A complete description of the Dual Credit Technology Solution Platform, and all the features of the platform should be included. The services available and described can extend beyond the requested services in this proposal.

Section C: Infrastructure: A complete description of customizable task/workflow levels, reporting dashboard, permission levels, sign-on capabilities, and other add-on features.

Section D: Implementation Plan: Describe the process used to implement the contracted services, including any customization or transition period that will be required. Provide a listing of events and timeframes for accomplishing the implementation. All Dual Credit Technology Solution Platform must be operational on the first day of the contract initiation period.

- Section E:** JEFFERSON STATE Staff Training/Development: Describe the training and development program that the vendor will implement at JEFFERSON STATE for JEFFERSON STATE staff. Include a detailed instruction plan and the number of hours of training required, as well as a description of any services that would be provided specifically for JEFFERSON STATE.
- Section F:** Provide description of initial acquisition and implementation costs, ongoing subscription costs, maintenance costs, and billing cycle terms.
- Section G:** Acknowledgement of Amendment or Addendum to Request for Proposal: Receipt by a vendor of an amendment or addendum to the Request for Proposal must be acknowledged by inserting a copy in the vendors' proposal.
- Section H:** Further Information: All proposals received in response to this Request for Proposal will be evaluated and ranked in accordance with the evaluation criteria stated in the RFP. Vendors are cautioned that the College will not accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal. The College expects to award a contract based on the initial offer; therefore, all proposals should be submitted on the most favorable and complete price, and terms, including scope of services based on our stated criteria, that vendor can submit to the College.
- Section I:** Proprietary Information: After the award of the contract, all proposals will be opened for public inspection. Trade secrets, test data and similar proprietary information will remain confidential, provided such material is clearly marked. However, net cost information will not be considered confidential.
- Section J:** ADA Section 508 Compliant: Each vendor must certify that its proposal and the services offered are in full compliance with the Americans with Disabilities Act Section 508. Specific data related to the vendor's compliance methodology would be beneficial.

Scope of Services

GENERAL INFORMATION

Jefferson State Community College (JSCC) issues this Request for Proposals to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide a technology solution platform to help streamline/improve the efficiency of dual credit programs. The platform and firm should meet the following requirements:

A. Capabilities:

- Be entirely cloud-based, with all user interactions experienced via modern and standard web browsers and/or approved mobile applications.
- Can integrate with an institution's current application and application process.
- Be able to provide communication with dual credit students and key stakeholders at various student dual credit life cycle points, including students, parents/guardians, instructors, high school counselors/administrators, etc.
- Maintain a dual-credit course inventory, both present and historical offerings by individual high schools to include:
 - College courses taught at partnering high schools, including syllabus submission storage, observation scheduling, and documentation.
 - College courses approved to be taught or not taught at individual high schools.
 - Instructors for all college courses.
- Tracks parental consent forms for specific college courses.
- Collects, tracks, and stores data, including:
 - Student grade level and eligibility for dual-credit courses
 - Student intended college major/program pathway
 - Student semester schedules and course completion
 - Student enrollment status as dual-credit or college credit only.
 - Student high school type (public, private, homeschool)
 - Dual-credit class rosters taught at partnering high schools, career, and technical centers, as well as rosters of dual-credit students in mixed classes on college campuses or online classes with verification and
 - High school administration verification and confirmation of rosters each semester.
- Includes option for an orientation component.
- Allows high school staff platform access with varied access levels depending upon job responsibilities and JSCC approval for information access.
- Allows for customizable reporting capabilities.
- Includes high school-specific policies and enrollment requirements.
- Provides Third-party student scholarship management.

B. Functionalities

- Manages dual credit student enrollment and progress throughout their student lifecycle.
- Allows for the addition of JSCC branding, colors, and logo to the platform.
- Integrates with JSCC Student Information System, and LMS (currently Blackboard, but changing to Canvas in fall 2024) to ensure data consistency and integrity while eliminating unnecessary duplication of administrative effort.
- Allows students access to the platform.

- Provides mobile device accessibility and support, either natively via modern web browsers and responsive displays or via mobile apps and mobile app integration.
- Provides customizable workflows at the system level, individual college level, and by student classification or high school.
- Integrates with CRMs.

C. Infrastructure

- Includes design features that the college can select as add-on features.
- Provides vertical tiered access and permission levels (general users, power users, admins, etc.) and horizontal partitioning levels of access among peer-level business unities (department or college data partitions) defined and managed by JSCC.
- Provides customizable task/workflow levels.
- Provides customizable dashboard for reporting capabilities.
- Provides single-sign-on capabilities for all users and administrators.
- Complies with ADA requirements.

D. Implementation

- Provides detailed implementation timeline from project kickoff to go-live production.
- Integrates with Banner and identifies any implementation challenges.

E. Training and Support

- Provides support before, during, and after implementation.
- Provides ample training options available before, during, and after implementation.

F. Cost

- Provides description of initial acquisition and implementation costs, ongoing subscription costs, maintenance costs, and billing cycle terms.
- Provides details of functions included in the base price and functions available as a premium add-on.
- Provides description of add-on options at the system and college level.

G. References

- Provides references from community colleges with whom you are currently working or with whom you have provided successful solutions previously.

**ACKNOWLEDGEMENT OF RECEIPT FORM
REQUESTS FOR RFP #24-011**

In acknowledgement of receipt of the Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page, and ending with Page 23.

The acknowledgement of receipt should be signed and returned by the vendor no later than the close of business on May 15, 2024. 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

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

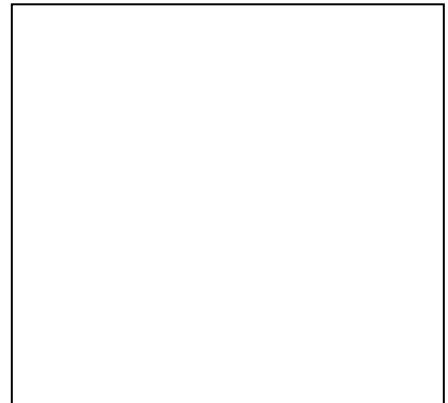
Fax Number

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:

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 RFP #24-011

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

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

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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

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.