



Alabama Industrial Development Training

One Technology Court, Montgomery, AL 36116

Telephone: 334-280-4400

Director Ed Castile

CFO Karen McGraw

**Invitation to Bid #998
AIDT Lawncare – Airbus Training Facility**

Mandatory Walk-through: YES

Walk-through Scheduled for: **Date: March 11, 2025** **Time: 10:00 AM CST**

Bid must be received Before: **Date: March 26, 2025** **Time: 4:00 PM CST**

Bid Opening: **Date: March 27, 2025** **Time: 10:00 AM CST**

Submit Bid Proposal to: **AIDT Bid Number 998**
Attention: Ashley Price
One Technology Court
Montgomery, AL 36116

IMPORTANT: Read the entire document from beginning to end and comply with all instructions, specifications, terms and conditions of the BID. Failure to follow all instructions will result in the rejection of the submitted proposal packet.

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NOTES TO BIDDERS

1. Read the entire document from beginning to end and comply with all instructions, specifications, terms and conditions of the bid. Failure to follow all instructions, terms and conditions will result in the rejection of a submitted bid.
2. Bids for goods are requested using specific manufacturer, make and model information in order to establish a standard for that good based upon the need of AIDT. Vendors may bid alternative products considered to be of “equivalent” or greater quality. At the end of the item description where spaces are marked “MFR” and “Model #,” vendors must indicate the brand and all mfr/model numbers necessary to complete good/unit as specified. This information must be completed ONLY if bidding an alternate item.
3. Vendors bidding an alternate item must submit manufacturer’s specifications with bid response.
4. Bidders must comply with all Bid Instructions (see pages 4 - 8, including Item 7 – Freight Charge FOB Destination on page 4.
5. Special programs offered for educational training should be submitted on a separate form.
6. Contact the AIDT Purchasing Agent with questions concerning this bid and/or specifications: Ashley Price @ 334-280-4434 or aprice@aidt.edu.

CHECKLIST FOR BID SUBMISSION
 (Vendor does not have to return this form with bid response)

SUBMIT WITH BID PROPOSAL:	✓
Bid Contact Sheet (p. 9)	
Vendor Agreement Sheet (p.10)	
Qualification Statement (p. 11)	
Current W-9 (August 2013, issued by IRS):	
Vendor Disclosure:	
E-Verify or Alabama Immigration Compliance Form	
Bid Proposal – RESPONSE	
SUBMIT WITH BID PROPOSAL, as applicable	
Copy of current state, county or city business license, general contractor’s license or applicable license as required by law	
Copy of General Liability (umbrella) insurance - The coverage must be in effect for the contract period. The copy must show amount limits for automobile, workmen’s compensation, etc. (applicable for the delivery of materials, supplies, etc.). Vendor is responsible for all losses/damages caused by its employees.	
Descriptive/technical literature with bid proposal when bidding alternate items. The brands and model numbers referenced in bid provides a level of quality, and unless otherwise specified, are not restrictive. Reference to a website or literature with a previous bid will not satisfy this requirement.	
Descriptive/technical literature package must include a full description of the items to including a minimum of manufacturer’s name, model number and full descriptive literature. Please note company name, FEIN, complete mailing address, bid number and opening date in the upper left corner of substitute specifications.	
Failure to include descriptive literature with the bid proposal could result in bid rejection. Physical inspection and operational evaluation of equipment may also be required without cost or obligation to AIDT before award is made.	
<u>Bonds Required for Various Bid Solicitations:</u>	
<ol style="list-style-type: none"> 1) Requirement for bonds, other than those projects covered by Title 39 of the <i>Code of Alabama, 1975</i>, as amended, will be specifically stated in the bid solicitation. 2) Bid bonds, when required, must be submitted with the bid proposal. 3) Performance bonds, when required, must be submitted within five (5) working days after notification of a bid award. Bond amount will be specifically stated in the bid solicitation. 	

INSTRUCTIONS TO BIDDERS

1. ***“All bids shall be sealed when received”*** (The Code of Alabama 1975, Section 41-16-54) Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service **must be identified on front of the envelope in the lower left corner with the bid number, opening date and time indicated.** It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.
2. Bids must be received no later than date and time indicated on the bid solicitation. Late bids or improperly submitted 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 the bid in ink.
4. AIDT 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 the best interest of AIDT.
5. This proposal is to be made without connection 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.
6. Bid prices are not to include tax. AIDT, a state government institution, is exempt by law from paying Alabama Sales Tax. This exemption is found in Section 40-23-4 (a) (11), Code of Alabama, and it further explained in the Sales & Use Tax Rule 810-6-3-.69.02. An exemption letter will be furnished upon request.
7. Bid is F.O.B. delivered to sites listed in specifications and additional training sites added during the contract period. Additional charges are not allowed (i.e. small order charges, fuel surcharges) and will not be paid. The successful bidder must assume all liability/responsibility for damage in transit.
8. The responsibility of determining the acceptability of any products offered rests solely with AIDT.
9. 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.

10. 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.
11. All bids must be notarized.
12. AIDT terms and conditions and the laws of the State of Alabama shall govern any contract resulting from this bid.
13. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to AIDT, Attn: **Ashley Price, One Technology Court, Montgomery, Alabama 36116**, or e-mail **aprice@aidt.edu** at least three (3) days prior to bid opening. Answers to such requests will be given to all recorded bidders, in addendum form, which will be included as part of the contract documents.
14. References in the specifications to name brands, catalog numbers, etc., are for identification purposes only and in no way are intended to eliminate or discourage the offering of substitute items which exceed or equal the specifications.
15. When the bidder does not state a brand name or catalog number it is understood the offer is exactly as specified.
16. **VENDOR RESPONSIBILITY:** It is the responsibility of all bidding vendors to read this document in its entirety and to comply with all instructions, specifications and terms and conditions of the bid.
17. **BID RESPONSES:**
 - BID INFORMATION:** All information shall be entered in ink or type written in the appropriate space on the form. Bids must be signed in ink by an authorized individual on the Qualification Statement and returned to AIDT. Mistakes may be crossed out and corrections inserted before submission of the bid. **The person signing the bid must initial corrections, in ink.**
 - BID SUBMITTED:** Bids must be submitted on the forms provided to ensure complete uniformity of wording of all proposals. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.
 - IDENTIFICATION:** Reference Page 4, Item 1: The U.S. Postal Service may apply bar code labels on envelopes which may be conceal bid identification if shown other than the lower left corner. As a result, bids can be rejected if not properly identified.
 - CLARIFICATION OF RESPONSE:** All responses will be reviewed for

compliance with the mandatory requirements stated within the bid. AIDT Purchasing Agent may contact the vendor for clarification of any response.

18. **REQUESTED INFORMATION:** Any additional information requested from a vendor must be furnished within (3) working days from receipt of request or as specified in the bid. Failure to furnish information within time frame above will result in bid rejection. See Checklist, page 3 regarding items that must be submitted with bid proposal.
19. **ASSIGNMENT OF CONTRACT:** To assign, sublet or transfer any contract resulting from this proposal, the vendor's must receive written approval by AIDT Business Manager.
20. **CHANGES/MODIFICATIONS:** Changes/modifications are allowed only by written change order approved by AIDT Purchasing Agent.
21. **DELIVERY DATE:** Delivery date(s) may be a factor in determining the award.
22. **DELIVERY/FREIGHT:** All items must be delivered to the "Ship To" address shown on the P.O. No deliveries are accepted on weekends or AIDT Holidays. The bid price must include delivery/freight as well as disposal of shipping/packaging materials.
23. **NEW EQUIPMENT:** All equipment must be new and unused and acceptable by the original equipment manufacturer for their maintenance.
24. **MANUFACTURER/MODEL:** At the end of the item where marked "MFR" and "model", vendors must indicate the manufacturer & all stock/model numbers necessary to complete the unit as specified. This information must be completed unless bidding the recommended MFR/Model.
25. **WARRANTY INFORMATION:** Equipment shall be warranted. Vendor must specify warranty terms and conditions. The warranty shall commence on the date the equipment is delivered. Vendor will use whatever means required to facilitate this warranty, and will insure total satisfactory performance to AIDT.
26. **SERVICE:** Upon request for services vendor must provide parts and labor within 12 hours of notification (Monday-Friday, 7:00 am-4:00 pm).
27. **FIRM PRICING:** All prices quoted must be firm for the duration of the contract.
28. **AWARD METHOD:** Award will be made in writing to the single, lowest bidder meeting all specifications of bid unless bid is specifically stated to be multi-awarded.
29. **CANCELLATION OF AWARD:**

- AIDT reserves the right, for its convenience and without cause and without a penalty, to terminate the contract upon a thirty (30) day written notice.
- The Contractor may terminate services upon delivery of a written thirty (30) day notice to AIDT, Attention: Ashley Price, One Technology Court, Montgomery, AL 36116.

30. ORDERING PROCESS: Purchases from this contract will be made by purchase orders showing specific shipping information.

31. QUALITY OF MATERIALS AND LABOR:

- Materials used that are not otherwise specified shall be the kind and quality consistent with the trade practice for such work and shall comply with all local codes.
- All labor shall be well experienced in this type work and it shall be completed in a professional manner.

32. INVOICES: Invoice(s) are to be billed in arrears in the name of AIDT to the ‘BILL TO’ address on the Purchase Order. Invoices may also be submitted to AIDT Finance: invoices@aidt.edu.

33. PAYMENT METHOD: Payment will be made to the successful bidder when the equipment is completely built, delivered and operational or the service has been rendered.

34. NOTE TO VENDOR: Failure to submit required documentation with bid proposal may result in bid rejection.

NONRESIDENT BIDDER INFORMATION

Act Number 2001-637 of the Alabama Legislature, and is codified as Code of Alabama, Section 39-3-5, 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.)

SALES TAX CERTIFICATION BY ALABAMA DEPARTMENT OF REVENUE

Certification Pursuant to 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, use, and/or lease tax on all taxable sales and leases into Alabama. **By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act 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.

BID CONTACTS

ALL BIDDERS MUST:

- Provide the names and numbers for the contact person within your organization who will be responsible for handling customer's telephone calls, faxes, e-mails, and purchase orders. Print or type the information in the spaces below if you have only one location. If you have more than one business within the State of Alabama you must furnish a list of the current locations of each of your business in the format below.

Printed Name: _____ Job Title: _____

Address: _____

Phone: _____ Fax: _____

Toll Free Number _____ Email _____

- List name of nearest authorized company in Alabama to provide service/repairs. List the company name, complete street address, phone number, contract person and their contact numbers. **The service dealer must be within 50 miles of 36615.**

Company Name _____

Phone _____ Fax _____ Email _____

Address _____ City _____ State _____ Zip _____

Contact _____ Job Title _____

- List name and address of parts dealer **within 50 miles of 36615** if difference from above.

Company Name _____

Phone _____ Fax _____ Email _____

Address _____ City _____ State _____ Zip _____

Contact _____ Job Title _____

VENDOR AGREEMENT

Offer to AIDT, Montgomery, Alabama; I certify that I have read all the General Conditions and Instructions to Bidders of this 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.

Company Name: _____ **FEIN** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Signature: _____ **Date:** _____

Printed Name: _____ **Toll Free Number:** _____

Phone: _____ **Fax:** _____ **Email:** _____

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ^{**}	The grantor [*]

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ^{**}	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

^{*} Note: The grantor must also provide a Form W-9 to the trustee of the trust.

^{**} For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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 or Department or other 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.

____ (b) The Contractor/Grantee is not is 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 factors beyond its control.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____, 20____.

WITNESS: _____

Print Name of Witness



State of Alabama

Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

AIDT

ADDRESS

One Technology Court

CITY, STATE, ZIP

TELEPHONE NUMBER

Montgomery, AL 36116

334-242-0299

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
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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.)

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
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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 _____

Article 3B of Title 41, 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.



Financial Terms and Conditions

Notice to Vendors Requesting to Conduct Business with AIDT: (Applicable to Currently Registered Vendors and New Vendors)

This document supersedes any previously issued AIDT Financial Terms and Conditions and is Effective Immediately.

AIDT is a State funded entity within the Alabama Department of Commerce, a state agency. As such, the purchase of goods and services, regardless of the source, must be in compliance with State laws. The following AIDT Financial Terms and Conditions are binding upon you (the "Vendor") and are provided to you in order for you to effectively conduct business with any of AIDT's statewide locations.

Current vendors, as well as new vendors, must sign these AIDT Financial Terms and Conditions. Should a vendor fail to sign this document, any performance by the vendor under the terms of any contract or agreement with AIDT shall constitute the vendor's acceptance of AIDT Financial Terms and Conditions. This document, once signed, or otherwise accepted by a vendor, shall become a part of the vendor's file information in the AIDT vendor database, and shall be incorporated into all contracts/agreements currently existing or entered into in the future with AIDT. AIDT reserves the right to amend these Financial Terms and Conditions and to require the vendor to sign such amended terms and conditions as a condition precedent to the continuation of any existing contract or execution of any new contract. Similarly, any performance by a vendor under any contract/agreement with AIDT occurring after such amendment shall constitute the vendor's acceptance of the amended terms and conditions.

Vendor shall provide AIDT the following completed documents:

- Credit/New Account Information
- W-9
- Disclosure Statement
- Certificate of Compliance with Beason-Hammon Act
- E-Verify MOU
- A fully executed version of these Financial Terms and Conditions

Vendor agrees as follows:

1. AIDT is part of an agency of the State of Alabama. As such, it is exempt from Alabama sales tax (documentation available upon request).
2. As a State agency, AIDT can only pay for goods and services rendered by Vendor and received by AIDT (and its designees). AIDT cannot pay for additional fees such as: finance/interest charges, late fees, credit card fees, attorney fees, cancellation fees, collection fees, courts costs and other additional costs not listed. Thus, any clause in any Vendor contract,

- agreement, or other document imposing such obligations upon AIDT shall be null and void.
3. Payment terms are NET 30 days from the date of invoices on all purchases for goods or services.
 4. No individual can guaranty debt for the State of Alabama; therefore, any personal guaranty made for any AIDT debt is null and void.
 5. In accordance with State policy, no payment in advance, including but not limited to a deposit, can be made by AIDT.
 6. No right or obligation in any AIDT contract or agreement shall be assigned by Vendor to a third party without prior written consent from AIDT. Any assignment made without AIDT's written consent shall be null and void.
 7. Alabama law prohibits State entities, such as AIDT, from entering into, or committing itself, to indemnity, hold harmless, defense, and similar clauses in agreements. Thus, any clause in any Vendor contract, agreement, or other document imposing such indemnity, hold harmless, defense and similar obligations on AIDT, or any of its employees, representatives or agents, shall be null and void.
 8. Alabama law shall govern all contracts, agreements, and Purchase Orders entered into by AIDT. No waiver of sovereign immunity is made by AIDT or the Department of Commerce. Vendor agrees that any dispute between the Vendor and AIDT, for which judicial resolution in the State or Federal court system is appropriate, shall be resolved in the courts of the State of Alabama or Federal courts located within the State of Alabama.
 9. In the event of any dispute between the Vendor and AIDT, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, Vendor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of any contract, that are not resolved by negotiation, shall be resolved by an appropriate form of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
 10. If any provision of a contract or agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the term of any contract or agreement, be enacted then the conflicting provision in the contract or agreement shall be deemed null and void.
 11. Vendor must comply with the following AIDT purchasing policy:
 - ▶ NO orders will be accepted without an official AIDT Purchase Order. Names, dates and other notations are not acceptable in lieu of a valid purchase order.
 12. AIDT will not be responsible for payment of ANY order accepted and fulfilled without an official AIDT purchase order.
 13. ALL invoices should be forwarded via email to invoices@aidt.edu, whenever possible. Faxed invoices may be sent to (334)-613-3287. AIDT's physical mailing address is:
 - ▶ Attention: Accounts Payable
One Technology Court
Montgomery, AL 36116
 14. Under no circumstances shall AIDT, or any of its employees, representatives or agents,

- be liable for any punitive, special, incidental or consequential damages.
15. Any limitations on Vendor's liability or warranty obligations contained in any Vendor contract, agreement, or any vend terms and conditions, shall be null and void.
 16. Under no circumstances shall AIDT be required to obtain any insurance coverage that is inconsistent with Alabama law or the policies of the Alabama Division of Risk Management.
 17. Vendor is an independent contractor. Vendor is not considered a merit system employee for the state of Alabama and is not entitled to any benefits of the State Merit System.
 18. Any contract or agreement between AIDT and Vendor may be terminated by either party by giving the other party thirty (30) days written notice of termination.
 19. Any clause in Vendor's contract, agreement, or any terms and conditions thereto, allowing for automatic renewal shall be null and void.
 20. Pursuant to Code of Alabama § 31-13-9(k), Vendor affirms, for the duration of the contract or agreement, that it will not violate federal or state immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. Furthermore, if Vendor is found to be in violation of this provision, it shall be deemed in breach of the contract or agreement and Vendor shall be responsible for all damages resulting therefrom. On or before the effective date of the contract or agreement, Vendor has provided to AIDT documentation evidencing its participation in the E-Verify program.
 21. In compliance with Ala. Act No. 2016-312, Vendor hereby certifies that it is not currently engaged in and will not engage in the boycott of a person, or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade. If Vendor is found to be in violation of this provision, it shall be deemed a breach of the agreement and Vendor shall be responsible for all damages resulting therefrom.
 22. Pursuant to Ala. Act No. 2023-409, for all contracts and agreements entered into on or after October 1, 2023, if Vendor employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract, by signing these terms and conditions, Vendor hereby provides written verification, without violating controlling law or regulation, affirming that it does not and will not, during the term of the contract, engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
 23. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract or agreement shall be cancelled, and, to the extent permissible by law, Vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or agreement. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay Vendor is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, Vendor shall have the option, in addition to the other remedies of the contract or agreement, of renegotiating to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of the contract or agreement shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

[Signature on Following Page]

*******IMPORTANT NOTICE*******

INSPECTION REQUIREMENTS

1. A mandatory ground inspection shall be required before submitting a bid.
2. All prospective bidders are required to perform an inspection of the property prior to submitting a bid.
3. Only vendors that attend the inspection and sign the attendance form will be considered as qualified bidders. Any bid submitted by a non-compliant bidder shall be rejected.
4. A sign in form will be provided for all attendees.
5. Only bidders attending the inspection may submit a bid proposal. For more information on the ground inspection or direction to the site, contact **Michelle Newman (251)656-8764 or email at mnewman@aidt.edu**
6. Grounds Inspection: **Tuesday, March 11, 2025 @ 10:00 am an inspection of the grounds (1815 Ninth Street, Mobile, Alabama 36615) will be done for all prospective bidders.** Only vendors that attend the inspection and sign the attendance form will be considered as qualified bidders. All interested vendors must attend this site visit at the appointed date and time.
7. Prior visits for estimate purposes are not acceptable for this bid.
8. Any previous site visits or price estimates will not be considered for this bid's bidding purposes.

SCOPE OF SERVICE

ITB Bid for Alabama Aviation Training Center Lawn/Ground Maintenance Services

1. Provide lawn care services for AIDT Alabama Aviation Training Center located at 1815 Ninth Street, Mobile, Alabama 36615.
2. The Contractor to provide any and ALL equipment and supplies needed to perform the lawn services as outlined in this request. AIDT will not provide any equipment and or supplies necessary to perform the services.
3. The Contractor is responsible for payroll of employees in the service of this contract plus all related payroll taxes and expenses.
4. AIDT reserves the right to add additional areas to the contracted services. In the event of an additional to the grounds maintenance AIDT and the vendor will agree on an amount to be added to the contract. Should a significant portion of the grounds be converted to parking space (s) reduction in price will be negotiated.
5. AIDT will work with the contractor to establish a schedule that is compatible with the vendor and the work schedule for AIDT employees. The suggested schedule is subject to change to achieve the most efficient work schedule.
6. The Contractor will assume all liability for employees while working on the AIDT site.
7. The Contractor will assume all liability for any injuries suffered by any person in connection with the Contractor's equipment or vehicles.
8. The Contractor will be responsible for supervision of their personnel while on AIDT premises.
9. The Contractor will provide the AIDT representative with a business telephone number and personal contact to handle additional requests and services.
10. The contractor will invoice AIDT monthly in arrears for lawn services. AIDT will make payment net 30 following the period of service.
11. The Contractor agrees that a walk through with an AIDT representative will be performed after each service date.

12. AIDT reserves the right to annotate any tasks not completed per the discretion of the staff member completing the walk through. Any task annotated as incomplete should first be attempted to be completed while contractor is onsite, if possible, otherwise marked incomplete on the walk-through sheet.
13. In the event of an unexpected building closure (imminent weather, power outages, etc) and AIDT staff is not onsite to complete the walk through on a regular scheduled service day, a signed service note must be left in the mailbox annotating date and time services were completed. A walk-through will be completed by AIDT staff the next available business day and any findings communicated.
14. The contractor will be held responsible to repair any damages caused to the property while onsite services are being performed. Findings will be documented during the walk-through.
 - a. Contractor's staff must report any damage found, not caused by the service, immediately to AIDT staff prior to the walk-through.
15. The contractor will invoice for services as performed. Cost for any services not performed due to time restraints, negligence, weather, season or is not required within the service period being invoiced must be adjusted on the invoice per the cost breakdown listed on page 24.
 - a. Items listed with an "*" are as needed and should only be invoiced if service is completed. Tasks should not be taken into account for the routine service fee.
 - b. Replacement of dead foliage should be quoted as labor cost for the bid agreement. The cost for the foliage will be quoted separately at the current market value.
 - c. Seasonal Weekly Services are not defined by months, instead by the season change as it varies from year to year. EX: once grass does not need to be cut, invoicing will be for the winter weekly fee.
16. The bid quote **must** include the following:
 - a. Vendor References
 - b. A copy of certificate of insurance

- c. Vendor Agreement
- d. Qualification Statement
- e. Other Bid forms and Documents
- f. Contractor's Proposal Form

ACCESS HOURS/WORK SCHEDULE

- Successful bidder will be provided a list of holidays that will be observed by AIDT.
- Lawn Service will not be performed on AIDT observed holidays or weekends.
- Specific services and service schedule follow on separate pages.
- Services requested will be listed as weekly, quarterly and as needed.

SCHEDULE OF SERVICES

	Weekly	Quarterly	As Needed
I. <u>WEEKLY SPRING, SUMMER, FALL SERVICE (see 14c)</u>			
1. Mow all turf	√		
2. Edge all hard and soft edges including sprinkler control valves	√		
3. Hand-pull all visible weeds in flower beds, concrete surfaces and parking lot	√		
4. Apply Round Up	√		
5. Pick up trash on grounds, and in parking lot	√		
6. Blow off entrances, stairs, deck, sidewalks, parking lots, outside break room, etc.	√		
7. Perform a walkthrough with AIDT staff member after work is performed	√		
8. Remove any dead foliage from planters, flowerbeds *(see 14a)			√

	Weekly	Quarterly	As Needed
II. <u>WEEKLY WINTER SERVICE (see 14c)</u>			
1. Hand-pull all visible weeds in flower beds, concrete surfaces and parking lot	√		

2. Apply Round Up	√		
3. Pick up trash on grounds, and in parking lot	√		
4. Blow off entrances, stairs, deck, sidewalks, parking lots, outside break room, etc.	√		
5. Perform a walkthrough with AIDT staff member after work is performed	√		
6. Remove any dead foliage from planters, flowerbeds *(see 14a)			√
7. Mow all turf *(see 14a)			√
8. Edge all hard and soft edges including sprinkler control valves *(see 14a)			√

	Weekly	Quarterly	As Needed
9. <u>QUARTERLY</u>			
1. Pre-Emerge application		√	
2. Fertilize turf, trees and ground cover		√	
3. Replace pine straw around base of trees located on the west side of the building and overflow parking lot		√	
4. Install and maintain seasonal color throughout areas and planters *(see 14a)			√
5. Trim/cut back trees, shrubs and flowering bushes as needed for growth, winterization, aesthetic appeal or removal of dead areas *(see 14a)			√

6. Replace dead plants, shrubs, bushes *(see 14b)

√

CONTRACTOR'S PROPOSAL

Proposal: Total for services as described in Schedule of Services on pages 21-23.

Section I – Weekly Services

Mow all turf	\$ _____ per wk
Edge all hard and soft edges	\$ _____ per wk
Hand weed all applicable areas	\$ _____ per wk
Round Up application	\$ _____ per wk
Pick up trash in all applicable areas	\$ _____ per wk
Blow all applicable areas	\$ _____ per wk

Weekly Services Total\$ _____

Section II – As Needed Services

Remove dead foliage from applicable areas	\$ _____ per service
Mow all turf	\$ _____ per service
Edge all hard and soft edges	\$ _____ per service
Install and maintain seasonal color	\$ _____ per service
Trim/Cut trees, shrubs, bushes	\$ _____ per service
Replace dead foliage (labor cost)	\$ _____ per service

As Needed Services Total\$ _____

Section III – Quarterly Services

Pre-Emerge application	\$ _____ qrtly
Fertilize turf, trees and ground cover	\$ _____ qrtly
Replace pine straw	\$ _____ qrtly

Quarterly Services Total \$ _____

Bid Total..... \$ _____

Company Name _____ **FEIN** _____ **Date** _____

This bid shall be awarded for one year with the possibility of four annual renewals, up to five years total, at the discretion of AIDT and with annual renewal letter to vendor.