



WALLACE
COMMUNITY
COLLEGE
Dothan • Eufaula

Bid Invitation # 1648
Lawn Care & Landscaping – Sparks Campus

Bid Issue Date: Tuesday, March 3, 2026
Bid Opening Date: Thursday, March 26, 2026 at 1:00 PM CST
Bid Opening Location: Grimsley Hall Room 179

Submit bid proposal to:
Wallace Community College – Dothan
Business Affairs Office
Bid #1648
1141 Wallace Drive
Dothan, AL 36303

Direct all bid inquiries to:
Joley Anderson
Phone: 334-556-6821
Email: janderson@wallace.edu

Pre-Bid Conferences

There will be ***one mandatory*** pre-bid conference on **Wednesday, March 11, 2026, at 10:00 am CST** for Bid #1648 at the following location:

3235 South Eufaula Avenue
Eufaula, AL 36027
Building D
President's Dining Room

The bidders must sign an attendance form at the pre-bid conference, which constitutes a qualification to submit a bid. A grounds tour will be conducted following the conclusion of the pre-bid conference.

BID INSTRUCTIONS

1. All bids should be submitted in a *sealed* envelope with the bid number, bid name, and opening date clearly marked on the outside of the envelope. Bids can be submitted by mail or in person at Wallace Community College – Dothan, Business Office, 1141 Wallace Drive, Dothan, AL 36303.
2. Bids must be received prior to the bid opening date and time. Late bids will not be considered.
3. All forms must be completed in ink and signed/initialed/notarized/witnessed where required. Bids written in pencil will not be accepted.
4. All bidders are required to complete a Disclosure Statement. Act 2002-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$25,000. Any changes to the status of the information on this form will require the submission of an updated form to the college.
5. If a requested item or service cannot be furnished as specified, a substitute may be made by giving a full description of the item or service being bid.
6. All bids must be **notarized**.
7. Correction of errors in evaluation factors will not be allowed after bid opening. However, the College reserves the right to waive or allow correction of technical errors in accordance with Alabama Code, Section 41-4-132.
8. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) requires that, as a condition for the award of a contract by a government agency 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. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the Federal website www.e-verify.gov. 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 Employee 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. **The contractor's E-Verify Memorandum of Understanding must be supplied before contract award.**
9. **Bids exceeding \$10,000.00 must include a Bid Bond for 5% of total bid**, provided that bonding is available for included services, equipment, or materials. The Bid Bond can be submitted after bid opening, but must be furnished prior to contract award.



WALLACE
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Bid Invitation # 1648 Lawn Care & Landscaping - Sparks Campus

A. OBJECTIVE

Wallace Community College – Dothan is seeking bids from qualified and experienced lawn care and landscaping firms to provide commercial groundskeeping services. This Contract intends to provide year-round professional-level lawn care and landscaping services that maintain and improve the current appearance of the College’s grounds, buildings, and facilities.

The performance of Contract activities must not negatively impact the instructional or administrative processes conducted by the College, including noise generation, equipment movement, planting with powered equipment, and pesticide application etc. Fridays have the least student population and instructional effort during the work week. The grounds are also available most weekends; however, special events such as graduation, conferences, etc., are occasionally scheduled on weekends.

B. GENERAL CONTRACTOR REQUIREMENTS

1. Have demonstrated at least (3) years of experience in successfully providing professional quality, uninterrupted lawn care and landscaping services of similar scope and size (20-acre minimum), educational, local, or state government grounds with multiple buildings and facilities, extensive pedestrian traffic at irregular intervals, multiple parking lots and roadways, and irregular terrain.
2. Have sufficient capability and capacity to provide the full scope of services requested herein.
3. Provide all labor, equipment, materials, supplies, and supervision necessary to perform the contract and maintain the overall visual appearance, cleanliness, and health of the campus grounds.
4. Provide necessary automobile, general liability, and workman’s compensation insurance as currently required by Alabama law.
5. Provide current state/city/county business licenses and general contractor’s license (if applicable).
6. Provide a point of contact to act as contract manager to ensure compliance with contract provisions.
7. Attend meetings as needed with the College, which may include a pre-bid meeting, pre-award meeting, and periodic progress/resolution meetings. The details of the meetings will be provided as scheduled.
8. Each Contractor will assume the responsibility for visiting and fully inspecting the site of the proposed work to familiarize themselves with the existing conditions relating to specifications detailed herein.
9. Bidders will be responsible for adhering to any equipment manufacturer’s recommendations for safe equipment operation and any recommended safety inspections.
10. All equipment safety guards/covers are to be intact at all times when operating on college property.
11. Ability to perform all services on a consistent schedule (attached) and in a manner that ensures the campus remains clean, attractive, and safe for students, staff, and visitors.

C. **BID SPECIFICATIONS / SCOPE OF WORK**

1. **Litter and Debris Removal:** Routine removal of paper, trash, fallen limbs, and other debris from all grounds, walkways, parking lots, and landscaped areas before any maintenance work is performed.
 - a. Remove paper, limbs, and other debris from the serviced area before each cutting.
 - b. Clean up any paper, limbs, or other debris or remnants remaining after the cutting, including readily visible parking lot debris such as food wrappers, empty beverage bottles, etc.
2. **Mowing and Edging:** Regular mowing of all designated grass areas and edging along sidewalks, curbs, plant beds, and other paved surfaces.
 - a. While the contractor is responsible for maintaining the areas to academic institution standards, historical data indicates that once-a-week servicing provides an acceptable level of quality and appearance. During the active growing season, weekly cutting is usually required to maintain the desired academic institution appearance standards to avoid unacceptable irregular growth patterns. During periods of less active growing, other tasks such as fine trimming and cutting around buildings, weeding, tree trimming, and general grounds cleanup require attention every other week. Weather conditions and specific requirements of the College may cause this schedule to be varied occasionally, not usually exceeding 15% of required services.
 - b. Normal grounds maintenance will be accomplished using finishing lawn maintenance type equipment with a bagging or collection device and edge trimmers, blowers, weed eaters, etc. All cuttings, clippings, debris, etc. must be removed with each cutting. Academic institution standards indicate a level of grounds appearance that shows continuous maintenance with a neat, well-maintained appearance. Grass should be mowed between 2 ½ inches and 3 ½ inches during each cutting, with no more than one-third of the grass height being removed at any one cutting. In no case should the grass height be less than 2 ½ inches immediately after cutting.
 - c. Bush hogs, pasture equipment, or other rough cutting systems are not acceptable.
 - d. Services will include edging around all sidewalks, curbs, signs, buildings, and other structures every time the grass is mowed. All trimmings from edging shall be collected and removed.
 - e. Include trimming, edging, and mowing in traffic medians, parking lot islands, and other self-contained structures each time services are provided.
3. **Trimming and Pruning:** Hedge trimming, shrub maintenance, and pruning of small trees to maintain proper shape, health, and safety.
 - a. Trim low-hanging tree limbs (those under 12 feet in height) as necessary to maintain a neat, orderly appearance. Trim around tree trunks and base areas. Collect and remove all limbs, leaves, and other debris as a result of trimming activities.
4. **Weed Control:** Weeding, weed-eating, and application of herbicides as needed to maintain weed-free turf, planting beds, and hardscape areas.
 - a. Spray for weed control and growth in parking and asphalt areas. Spraying should be accomplished with such frequency that no weeds are present. Use only approved herbicides with an acceptable MSDS on site. Remove noticeable dead weeds after spraying. Spraying shall be accomplished at times to minimize contact with vehicles, pedestrians, etc.
 - b. Hand pick obvious and unsightly weeds from turf and planting beds as needed.
5. **Raking and Mulching:** Rake leaves, limbs, and debris as needed. Mulching of beds and landscaped areas to promote healthy plant growth and appearance.
6. **Pine Straw Installation:** Lay and maintain pine straw in designated areas as required.
 - a. The contractor shall remove old pine straw and replace with new pine straw in all planting beds and around designated trees/shrubs with premium, long-leaf pine straw. Pine straw shall be baled, clean-cut, and free of trash or other damaging material. Pine straw replenishment should occur twice per year under the basic terms of the contract during late April and October. Contractor shall install a minimum of 350 standard bales with each standard replenishment.

d. Option Period (3) – April 1, 2029 to March 31, 2030 \$ _____

e. Option Period (4) – April 1, 2030 to March 31, 2031 \$ _____

f. Additional Services Pricing:

(1) Additional pine straw installation for special events as described in Section C.6.a. **The bid price here should be per event/replenishment.**

Base Period – April 1, 2026 to March 31, 2027 \$ _____

Option Period (1) – April 1, 2027 to March 31, 2028 \$ _____

Option Period (2) – April 1, 2028 to March 31, 2029 \$ _____

Option Period (3) – April 1, 2029 to March 31, 2030 \$ _____

Option Period (4) – April 1, 2030 to March 31, 2031 \$ _____

2. **EXPERIENCE AND REFERENCES:** The Contractor shall demonstrate experience with public and/or private sector clients of similar scope and size to the College by providing at least three (3) reference letters on respective company letterhead.
3. **EQUIPMENT EVALUATION:** The Contractor shall provide a comprehensive list of all available equipment that will be used to fulfill the specifications detailed in Section C. List the description, brand name, size, age, power type, condition, and replacement cycle. This list will be part of the contract and enforceable as a contract provision.
4. **SERVICE AND FLEXIBILITY:** Contractor’s ability to follow the attached schedule of services.

E. EVALUATION SCALE

- | | |
|------------------------------|-------------|
| 1. Pricing | 50% |
| 2. Experience and references | 30% |
| 3. Equipment evaluation | 10% |
| 4. Service and flexibility | 10% |
| | <u>100%</u> |
| | Total: 100% |

F. GROUNDS INSPECTION

Bidders are required to attend the pre-bid conference to verify actual conditions and ask any necessary questions before assembling and submitting their bid. Areas to be maintained will be reviewed at the pre-bid conference and immediately followed by a mandatory tour of the grounds. Please keep the number of individuals joining the tour to a maximum of two (2) per bidding firm. It is the responsibility of each bidder to arrange attendance for this meeting and to obtain any measurements and visual information necessary to submit an accurate bid. Any sketches, calculations, etc. furnished as part of the specifications herein are informational only, and conditions should be verified in-person before bidding.

G. INSURANCE REQUIREMENTS

The Contractor must provide and keep the following coverage throughout the entirety of the contract:

1. Workman’s Compensation, including Employer’s Liability – statutory limits.
2. Comprehensive general liability for property damage/bodily injury – \$1,000,000 per occurrence.
3. Comprehensive automobile liability for property damage/bodily injury – \$1,000,000 per occurrence.

H. TERMS

1. The Contractor should only accept/process orders that are accompanied by a Purchase Order (PO). The College is not financially liable for orders that are not pre-approved through the PO process.
2. Payment to the Contractor will be made after the completion of each order/service and after submission of an invoice by the Contractor. The Contractor shall provide any administrative documentation required, such as disclosure statements, tax identification forms, etc., necessary for the successful processing of payment. Payment shall be contingent on the College's inspection of and satisfaction with the completed services and/or materials.
3. The standard arrangement for invoicing shall be single monthly invoices with Net 30 terms. Invoices must include specific line-item information, when necessary, which includes separate line items for each charge to allow the College to verify that invoiced pricing matches the pricing established through this bid. Invoices for additional service requests detailed herein should also have Net 30 terms.
4. The College will offer the successful bidder an initial contract for a 12-month period beginning April 1, 2026 and ending March 31, 2027. The successful bidder may be offered 4 additional contract option periods totaling 12 months each and running from April 1st through March 31st each option year. The College will inform the contractor of their intent regarding option periods by February 1st each year. The contractor agrees to respond by February 15th each year accepting or declining the option period. If either the College or the contractor declines to exercise the option period, services shall continue at the stated price until March 31st of the respective period.
5. It is the responsibility of each 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.
6. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation/performance shall be corrected to the College's satisfaction by the successful bidder at no additional charge.

I. RIGHT TO AWARD

The College reserves the right to award this contract, or any portion of this contract, to a successful bidder, to negotiate with any or all bidders, to reject, accept, and/or reconcile technical errors and to make any other decision which is considered in the best interest of the College in accordance with the provisions of The Code of Alabama 1975, Section 41-4-132. This contract will not be awarded solely on the basis of the lowest price offered but on the best overall value, quality, and timeliness for the College.

The College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institute. Bids will be awarded in a manner that is in the best interest of Wallace Community College – Dothan and may be awarded to multiple bidders.

J. TERMINATION

The College reserves the right to terminate the Contract for non-performance should the Contractor not meet the criteria of the Contract. If the Contractor does not meet the Contract requirements, the College will issue a cure notice specifying the deficiencies and allowing a time for correction (normally 10 days). If the deficiencies are not corrected in the time frame specified, the College may terminate the Contract. Either party reserves the right to terminate this contract with a 60-day written notice. If either party chooses to terminate this contract, the agreed-upon services should continue at the terms specified herein throughout the termination period.

K. BACKGROUND CHECK

Contractor shall conduct a thorough background check on all of its employees assigned to the College, including the following criteria: County Criminal Felony and Misdemeanor with Social Security Number Trace, National Criminal Database, and National Sexual Offender Search. Background check must include drug screening. The Contractor's employees assigned to the College must have no record of any felony convictions. Results of background checks must be provided to the College upon request.

L. BID QUESTIONS

Upon review of the bid documents, Contractors may have questions in order to better interpret the bid. Contractors should submit any such questions by the due date supplied in Section N.

Written questions should be emailed to janderson@wallace.edu by the specified date/time. Contractors should enter “Bid #1648 Lawn Care & Landscaping – Sparks Campus: Questions” as the subject for the email. Questions should include a reference to the applicable bid section.

Questions received prior to the submission date, the College’s response(s), and any additional terms deemed necessary by the College will be posted to the College’s bid solicitation webpage <https://www.wallace.edu/about/bid-solicitation/>. No information, instruction, or advice provided orally or informally by any College personnel, whether made in response to a question or otherwise in connection with the bid, should be considered authoritative or binding. Contractors should rely only on the official written material posted on the College’s bid solicitation webpage.

M. BID SUBMITTAL

Contractors shall bear the risk of late submission due to unintended or unanticipated delays or technical issues. It is the Contractor’s sole responsibility to ensure its proposal is received by the College by the specified date/time of opening. Any bid received or attempt to submit after the deadline will be rejected.

All bids should be submitted in a sealed envelope with the bid number, bid name, and opening date clearly marked on the outside of the envelope. Bids can be submitted by mail or in person at Wallace Community College – Dothan, Business Office, 1141 Wallace Drive, Dothan, AL 36303.

Critical updates may be included on the College’s bid solicitation webpage. It is important that all participating bidders periodically check this webpage <https://www.wallace.edu/about/bid-solicitation/> for any additional information that may be issued prior to the proposal due date. All Contractors shall be deemed to have read and understood all information in this bid and all Addenda thereto. Bid submissions shall be in accordance with the terms and conditions herein and any addenda issued hereafter.

N. BID SCHEDULE

The table below is the intended bid schedule, which the College will make every effort to adhere to.

Event	Responsibility	Day, Date, and Time
Issue Bid/RFP	The College	Monday, March 2, 2026
Mandatory Pre-Bid Meeting	Contractor	Wednesday, March 11, 2026 at 10:00 AM CST
Deadline to Submit Written Questions	Contractor	Monday, March 16, 2026 by 12:00 NOON CST
Response to Written Questions	The College	Wednesday, March 18, 2026 by 5:00 PM CST
Submit Bid/Proposal	Contractor	Wednesday, March 25, 2026 by 1:00 PM CST
Contract Award	The College	By March 31, 2026
Contract Start Date	Contractor/The College	April 1, 2026

O. BID SUBMITTAL CONTENTS

Below are the requirements necessary for a complete bid packet. These requirements include any authorized signatures where requested. Contractor submissions should include the following items and should be arranged in the following order.

1. Bid Agreement: The bid agreement must be complete and include all 10 pages of this document.
2. Vendor Contact Form: Provide complete contact form (enclosed).
3. Reference Letters: Provide at least (3) reference letters on respective company letterhead as described in Section D.2.
4. Equipment List: Provide a comprehensive list of all equipment as described in Section D.3.
5. Schedule of Services: Submit the signed schedule of services form.
6. Disclosure Statement: Completed, signed, and notarized (enclosed).
7. Insurance Requirements: Provide documentation of insurance requirements listed in Sections B & G.
8. Business/Contractor Licenses: Provide necessary licenses as described in Section B.
9. Beason-Hammon: Completed, signed, and witnessed (enclosed).
10. W9 Tax Form: Completed and signed (enclosed).
11. E-Verify MOU: Include a copy of your E-Verify Memorandum of Understanding (MOU) as described in the Bid Instructions on Page 2.
12. Bid Bond: Provide a bid bond for 5% of the total bid as described on Page 2. This can be submitted after bid opening, but must be provided before contract award.

P. ACKNOWLEDGMENTS / CERTIFICATIONS

By executing this bid, the undersigned certifies to all of the following and acknowledges the contract may be declared void if it is discovered these certifications are false:

1. In compliance with Alabama Code 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in, or doing business with, a jurisdiction with which this State can enjoy open trade.
2. As required by Alabama Code 41-4-142, the undersigned certifies to the best of the Contractor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.
3. As required by Alabama Code 41-4-142, the undersigned certifies that it, its contractors, or affiliates are appropriately registered to collect and remit sales and use tax, or simplified sellers use tax and lease tax.
4. As required by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535), the undersigned Contractor certifies that it, and each of its sub-contractors for any contract awarded as a result of this bid/proposal, complies with the requirements of Act 2011-535, including the requirement for each employer in Alabama to verify the work authorization of its employees through the federal E-Verify system.
5. I affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid, at a fixed price, or to refrain from bidding or otherwise.
6. I agree to hold Wallace Community College – Dothan harmless to all claims, loss, or liability with regard to the destruction of property or the injury of persons in the service area except when the damage is caused by the sole negligence of the College.

7. I certify that myself, or a designated principal, has toured and inspected the grounds/site pertaining to the scope of work detailed herein.
8. I acknowledge that by signing and submitting this bid solicitation, and upon issuance of a formal award letter by the College, this bid document becomes a binding contract between Wallace Community College – Dothan and the awarded Contractor.

Firm: _____

Signature: _____

Date: _____

Print Name: _____

Terms: _____

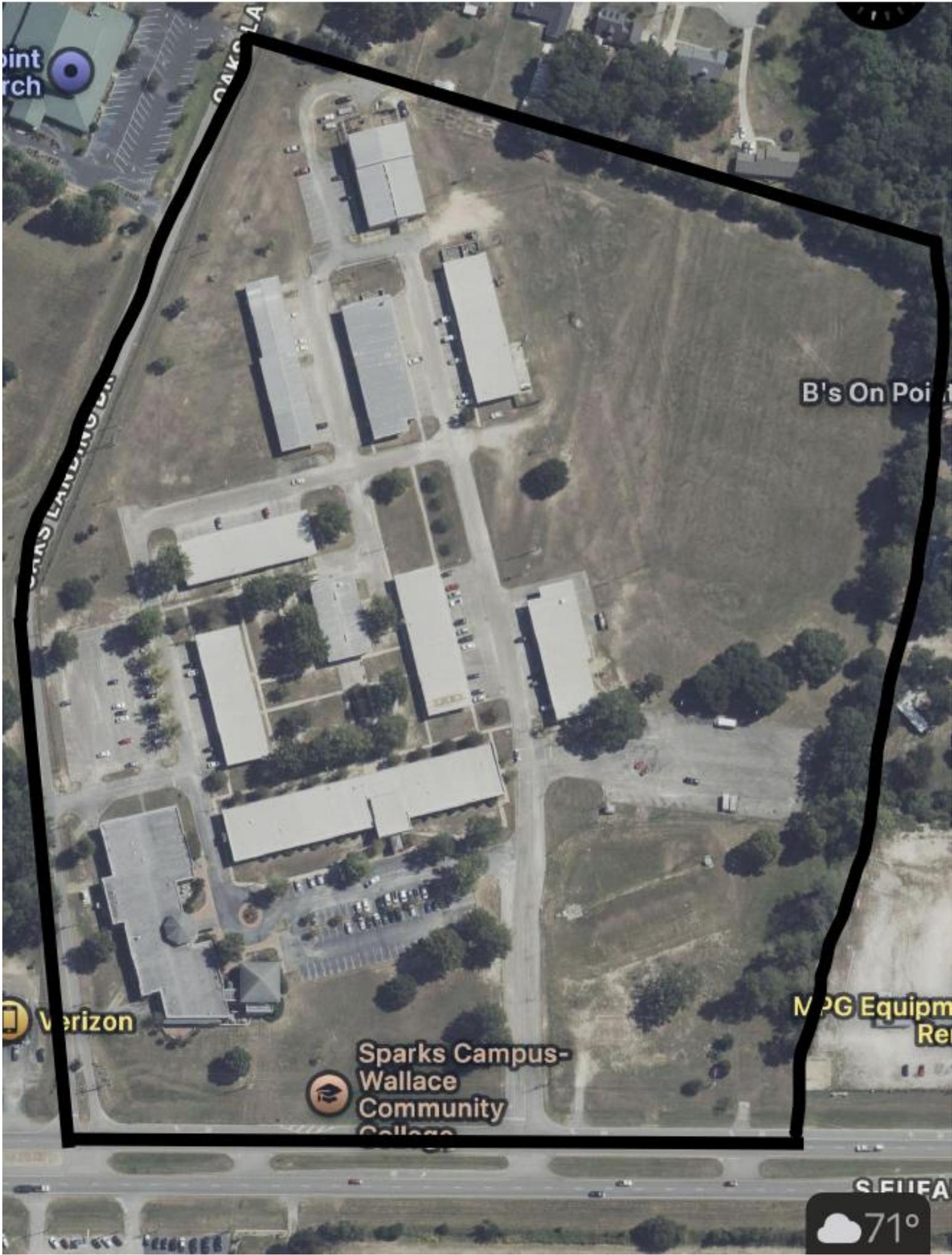
Title: _____

Address: _____

Phone: _____

Email: _____

Sworn to and subscribed before me this _____ day of _____ 20 _____ _____ Notary Public My Commission Expires: ____ / ____ / _____



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Sparks Campus-
Wallace
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VENDOR CONTACT FORM

COMPANY INFORMATION

Company Name: _____

Physical Address: _____

Mailing Address: _____

Company Phone Number: _____

AUTHORIZED REPRESENTATIVE'S INFORMATION

Authorized Representative's Name: _____

Title: _____

Direct Phone Number: _____

Direct Email Address: _____

Bid #1468
Lawn Care & Landscaping – Sparks Campus

SCHEDULE OF SERVICES

Services	Description	Frequency
Basic Grounds Maintenance Services	Includes turf mowing, edging, trimming, hand weeding, hard edging, soft edging (beds/tree rings), and blowing. Includes cleanup of grass clippings, leaves, limbs, litter and debris in all turf and planting bed areas.	43 times per year
Trimming/Pruning/Shaping	Includes hedge, shrub, and tree trimming/pruning/shaping to maintain proper shape and health. Includes cleanup of all clippings, leaves, limbs, litter and debris resulting from these services.	As needed/monthly minimum during growing period
Turf & Bed Chemical Weed Control	Applying pre-emergent and post-emergent chemicals to maintain weed-free turf, planting beds, and hardscape areas including concrete cracks/crevices/joints. Spot control regularly where needed.	As needed/monthly minimum during growing period
Turf & Bed Fertilization	Fertilization of turf and planting beds to encourage and maintain healthy plant growth.	Once in spring/once in summer
Plant Watering	Water plant beds as necessary during the growing season. This will need to be planned and adjusted based on weather conditions, plant needs, and events on the property.	As needed/weekly minimum during dry weather in the growing period
Insect Control	Apply insecticides/pesticides to maintain and encourage healthy plant growth in planting beds. Apply specific insecticides/pesticides to prevent and/or reduce ant population on turf and in planting beds.	As needed/once per season during growing period
Pine Straw	Remove old pine straw and install new pine straw in all landscaped beds and tree rings. Installs require approximately 350 bales per application.	2 times per year minimum

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MONTHLY SCHEDULE

Month	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Calendar Weeks	4	5	4	5	4	4	5	4	4	5	4	4
Basic Grounds Maintenance Services (mowing, weed eating, edging, blowing, leaf/debris cleanup, hand weeding, etc.)	4	5	4	5	4	4	5	2	2	2	2	4

MONTHLY SCHEDULE

Month	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Calendar Weeks	4	5	4	5	4	4	5	4	4	5	4	4
Trimming/Pruning/Shaping	1	1	1	1	1	1	1	0	0	0	0	1
Turf & Bed Chemical Weed Control	1	1	1	1	1	1	1	0	0	0	0	1
Turf & Bed Fertilization	1	0	0	1	0	0	0	0	0	0	0	0
Plant Watering	4	5	4	5	4	4	5	0	0	0	0	4
Insect Control	1	0	0	1	0	0	1	0	0	0	0	0

MONTHLY SCHEDULE

Month	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Calendar Weeks	4	5	4	5	4	4	5	4	4	5	4	4
Pine Straw	1	0	0	0	0	0	1	0	0	0	0	0

Contractor Signature: _____

Date: _____

Vendor Disclosure Statement Information and Instructions

Act 2025-035 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 \$25,000. 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.

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: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. 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.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2025-035.

Pursuant to Act 2025-035, 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 Act 2025-035

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

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.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, 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.

Section 36-25-1(23), 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 part-time 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(24), 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 17-16-2, 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 form must be signed, dated, and notarized prior to submission.



State of Alabama

Disclosure Statement

(Required by Act 2025-035)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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 _____

Act 2025-035 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 \$25,000.

State of _____
County of _____

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

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, is authorized to provide the representations that are 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. Applying the following definitions from the Section 3 of the Act, the Contractor/Grantee business structure is as indicated by my initials.

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 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 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, as that term is defined in Section 3 of the Act, 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.

{Alien is any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.}

{Unauthorized Alien is an alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).}

4. Contractor/Grantee is enrolled in E-Verify unless *{initial the following selections which apply}*:

- _____ (a) it is not eligible to enroll because of the rules of that program or other factors beyond its control.
- _____ (b) it is excused from the requirement of enrollment in E-Verify because it does not have an employee in the State of Alabama.

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

