



# Invitation to Bid

**Bid Invitation #2 (2024-2025)**  
Brief Description: Welding Shop Equipment

<b>Bid Opening Date:</b>	November 8 2024
<b>Bid Opening Time:</b>	2:00 pm
<b>Bid Opening Location:</b>	138 AL Hwy 35 – Wallace Admin Bldg.
<b>Submit bid proposal to:</b>	Northeast Alabama Community College Bid # 2 (2024-2025) Mailing: PO Box 159 Shipping: 138 AL Hwy 35 Rainsville, AL 35986

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 \_\_\_\_\_  
 Dean of Finance

  
 \_\_\_\_\_  
 President

## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

1. "All bids shall be sealed when received" (Alabama Code § 41-16-54). Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee, if specified, and location. All bidders must use our bid form and show on the envelope the opening date. A label is provided for this purpose. Please attach it to the outside of the envelope on the front lower left side. Each bid must be in a separate envelope.
2. Bids must be received prior to bid opening date and time. Late bids will not be considered.
3. All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign bid in ink.
4. Prices submitted on the bid must remain effective for a period of one year past award date.
5. Northeast Alabama Community College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of Northeast Alabama Community College. Bids will be awarded in a manner which appears to be in the best interest of Northeast Alabama Community College. Bids may be awarded to multiple bidders.
6. This proposal is to be made without connections with any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.
7. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
8. Quote F.O.B. delivered to Northeast Community College. The successful bidder must assume all liability/responsibility for damage in transit. All shipping and handling charges shall be the responsibility of the successful bidder, unless otherwise stated in the bid quote. All bid prices are to be quoted to include delivery to the location(s) directed by Northeast Alabama Community College.
9. The responsibility of determining the acceptability of any products offered rests solely with Northeast Alabama Community College. Guarantees/warranties are to be furnished by the vendors as provided by the manufacturer.
10. Successful bidder will be required to submit a copy of General Liability (umbrella) insurance. The copy must show amount limits for automobile, workmen's compensation, etc. (applicable for the delivery of materials, supplies, etc.)
11. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
12. Successful bidder must provide a copy of current state, county or city business license, general contractor's license or applicable license as required by law.
13. If this bid is associated with work covered under Title 39, Public Works Law, then all bidders must submit a bid bond or cashier's check in an amount of not less than 5% of the bid, not to exceed \$10,000.
14. The successful bidder associated with a Title 39, Public Works Law, project must also furnish a performance bond in an amount equal to 100% of the awarded contract within 15 calendar days of the presentation of the contract for signature. A payment bond equal to 50% of the contract price will also be required to be furnished by the successful bidder.
15. 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 or additional costs associated with delivery, installation and set-up as requested in the bid.
16. All bidders are required to complete a Disclosure Statement. Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to Northeast Alabama Community College.
17. Successful bidder will be required to complete the Alabama Immigration Law Compliance Documents. The Alabama Immigration Law Compliance Documents are included in the bid proposal.
18. All bids must be notarized where indicated.
19. The contract may be extended for a period of two additional years if no changes are made in the specifications and/or pricing by the vendor. Northeast Alabama Community College and the vendor must agree in writing for the contract extension.
20. Northeast Alabama Community College may cancel this agreement at any time with 30-day written notice.
21. Payment shall be contingent upon Northeast Alabama Community College's inspection of and satisfaction with completed work or materials.
22. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to Northeast Alabama Community College's satisfaction by the successful bidder at no additional charge. If a successful bidder does not honor the terms of the bid, the vendor may be removed from the mailing list for future bid invitations.
23. Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.

24. It is further agreed that if any provision of this Agreement shall contravene any statute of Constitutional provision, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.
25. The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Northeast Alabama Community College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which Northeast Alabama Community College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Jackson County, Alabama.
26. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
27. These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
28. As an entity of the State of Alabama, the parties recognize and agree that Northeast Alabama Community College cannot and will not agree to indemnify any party to a contract resulting from this bid.
29. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
30. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
31. Northeast Alabama Community College reserves the right to purchase according to availability of funds. Bid awards are subject to change or cancellation due to unanticipated decrease in funding (including tuition, local, state, or federal). Bid awards are also subject to policies or in changes in the policies of the Board of Trustees of the Alabama Community College System or the Alabama Community College System.
32. As it relates to Title 39, Public Works Law, a project completed by the successful bidder is required to have an advertisement run in a newspaper in Jackson County, AL stating the name/number of the project and description of the project. The ad shall give contact information for Northeast Alabama Community College for any claim for labor, materials or otherwise connected to the project. The ad shall run for one time for one week for any project with a total amount of less than \$50,000. Projects \$50,000 and above shall run once per week for 4 consecutive weeks prior to final payment for the project.
33. Northeast Alabama Community College will not accept prepay terms for the items and services in this bid.
34. Only written modifications to proposals will be accepted.
35. After the bids are opened, all bids become the property of Northeast Alabama Community College and will be made available for public inspection.
36. When purchasing using Federal funds, Northeast Alabama Community College will give preference to bidders of diversity and minority owned businesses. Please note on the Collusion/Fraud Statement whether this applies to your company.
37. When federal funds are used then no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689 "Debarment and Suspension". This list contains the names of parties debarred, suspended; or otherwise excluded by agencies and contractors declared ineligible under regulatory or statutory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employee.

## **NONRESIDENT BIDDER INFORMATION**

### **Public Works Bids**

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

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

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

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

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

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

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

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

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

(2) No other vendor offers substantially equivalent product or service.

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

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

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

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted, and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and Local sales, 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.

**“In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”**

## **Bid Specifications**

Any question concerning the technical specifications should be addressed to the following individual:

Name: Kerry Wright, Dean of Workforce Development  
Phone: 256-638-4418 ext. 2217

Questions NOT associated with the technical aspects of the bid should be directed to Tiffany Graben at (256) 228-6001 or (256) 638-4418, ext. 2234.

**See Addendum on page 19**

## Bid Transmittal

**Notice to Bidders:** If a bidder's proposal is not able to meet any part of the specification requirements, then the bidder is required to specifically note each individual exception in their proposal. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. Brochures, catalog excerpts or descriptive literature, along with any supplemental descriptive literature must be submitted for any substitutes offered. When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified.

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

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

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

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

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

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

## Collusion/Fraud Statement

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

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

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

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

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

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

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

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

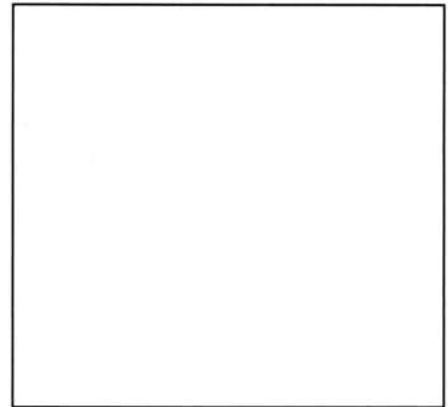
\_\_\_\_\_  
Fax Number

## NOTARIZATION

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

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

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



## MINORITY INFORMATION

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



## Immigration Compliance

The bidder is required to complete the Alabama Immigration Law Compliance Documents. Alabama laws require that, as a condition for the award of a contract by a college to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. **The contractor's E-Verify Memorandum of Understanding (the entire document, approximately 13 – 15 pages long) must be included with the bid.** 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 web site [www.uscis.gov/everify](http://www.uscis.gov/everify). The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting therefrom.

Included with the above E-Verify Memorandum of Understanding the bidder is also responsible for the following:

1. A notarized copy of the *Affidavit of Alabama Immigration Law Compliance* (form on page 11);
2. Signed *Alabama Immigration Law Compliance Contract* (form on pages 12 & 13); and
3. If applicable, a notarized copy of *Affidavit of Alabama Immigration Law Compliance by a Subcontractor* (form on page 14)\*

\*You will obtain item 3 if you are using subcontractors. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit.

## AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE

In compliance with, Sections 31-13-9 (a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee as a condition for the award of any contract by a local school board (“the Board”) or by the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, a political subdivision of the State of Alabama, or any public funded entity (including a local school board). Please complete either Part I (if you do not employ one or more employees in the State of Alabama) or Part II (if you do employ one or more employees in the State of Alabama). **Part II** must be notarized as well.

**PART I - (COMPLETE IF YOU DO NOT EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)**

I certify in my capacity as \_\_\_\_\_ (your position) for \_\_\_\_\_ (name of contractor or grantee), that Contractor or Grantee does not employ one or more employees in the State of Alabama.

\_\_\_\_\_  
Signature

**OR**

**PART II - (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)**

State of Alabama:

County of \_\_\_\_\_:

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as \_\_\_\_\_ (your position) for \_\_\_\_\_ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment.

I have read this Affidavit and swear and affirm that it is true and correct.

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

## Alabama Immigration Law Compliance Contract

As a Contractor, as defined in the Act, to an ACCS Institution, it is critical to your relationship (future or continuing) with the Institution that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

Every contract entered into by an ACCS Institution with a contractor will contain the following clause or one substantially similar:

**Alabama Immigration Law Compliance Contract:** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Institution and return the same to the Institution. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the

E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Institution may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Institution and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Institution. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Institution from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Institution and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Law Compliance Contract.

**Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:**

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Contractor Officer or Owner Signature / Date

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Print Name/Title / Company

**AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE BY A SUBCONTRACTOR TO ACCS INSTITUTIONS AND/OR THE STATE BOARD OF EDUCATION**

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by an ACCS Institution ("the Institution") or by the Alabama Department of Postsecondary Education (ADPE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the Alabama Department of Postsecondary Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by Chancellor of the Alabama Department of Postsecondary Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to all ACCS Institutions in the State of Alabama and the ADPE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of \_\_\_\_\_:

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as \_\_\_\_\_ (your position) for

\_\_\_\_\_ (name of subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with Ala. Code § 31-139(c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

# VENDOR DISCLOSURE STATEMENT

## Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. 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 2001-955.

Pursuant to Act 2001-955, 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 2001-955

**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 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

**Northeast Alabama Community College**

ADDRESS

**P.O. Box 159**

CITY, STATE, ZIP

**Rainsville, AL 35986-0159**

TELEPHONE NUMBER

**(256) 228-6001**

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.)



# Addendum

WD - Workforce Development

**NACC Contact: John Fowler**

Item 1: Lincoln PipeFab Ready-Pak Multi Process Welders

- Quantity: 2

Item 2: Lincoln Power Wave 300C Advanced Educational One-Pak

- Quantity: 4

Item 3: Lincoln 250 lb. Tabletop Welding Positioner

- Quantity: 4

Item 4: Koike 5' X 10' Plasma Table

- Quantity: 1

Item 5: Hypertherm Handheld Plasma

- Quantity: 2

Item 6: Scotchman Ironworker W/Attachment

- Quantity: 1

Item 7: FumeDog Portable

- Quantity: 2

Item 8: FumeDog-DDT

- Quantity: 2