

JSU Bid # 25-08-12-0025

Issue Date: 7/22/2025

Description: Homecoming Carnival

Return Original Bid To: Jacksonville State University

700 Pelham Road North

Room 324 Angle Hall

Jacksonville, AL 36265

Bids must be received by 3:00 PM CST on Tuesday, August 12, 2025.

Questions regarding the bid process should be submitted in writing to Shasta Platt at purchasing@jsu.edu.

1. Pursuant to the provisions of the State of Alabama Competitive Bid law, Jacksonville State University will receive sealed bids for the procurement of equipment, materials, or services described/specified on the attached documents. Jacksonville State University is **exempt** from Federal Excise and State Sales Tax.
2. **Bids should be sealed and have the bid number and opening date clearly marked on the outside of the bid package.** When required, contractors must be licensed under provisions of Title 34, Chapter 8 Code of Alabama. Per Section 34-8-8 (b) All owners receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner shall reject all bids that do not contain the current license number of the general contractor submitting the bid. Bids should be typed or printed legibly in ink. Bids must be signed in ink.
3. **Sealed bids must be received in the Office of Procurement by the date and time listed above. Bid packets should be hand delivered or sent by FedEx or UPS. Bids cannot be faxed or emailed. Bids received after the time listed above will not be accepted for any reason.**
4. **All bid prices must include shipping charges** (FOB Jacksonville State University) unless bid is for services only.
5. References to name brands are for design, quality, and identification purposes only and are not intended to exclude vendors or restrict bidding. If a substitution is offered, please indicate any differences.
6. 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 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 State of Alabama Act No. 2006-557 and acknowledges that the awarding authority may declare the contract void if the certification is false. Vendor should submit documentation of registration with the Federal E Verify system with bid response. Vendor should also submit the original State of Alabama Vendor Disclosure Statement with bid response. A bid cannot be awarded without these documents.**
7. Bidder certifies by submitting a response to this bid request that neither the company nor any of its employees who will provide or perform services under this contract have been debarred, suspended or otherwise declared ineligible from receiving Federal contracts and subcontracts.
8. Jacksonville State University reserves the right to waive any technicalities, if and as allowed by law.

Jacksonville State University reserves the right to accept or reject all bids or any portion thereof and unless specified by the bidder, to accept any or all items in the bid. In the event the University elects to award on an "all or "none Basis", this will be stated in the bid specifications.

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

Company Name _____ Telephone _____
Address _____ Fax _____
City _____ State _____ Zip Code _____
Email Address _____

Signature of Company Official _____ Date _____

Printed Name of Official _____



Invitation to Bid

Jacksonville State University's Student Government Association is hosting a Homecoming Carnival on September 18th, 2025 from 5:00-9:00 PM. Professional services are being requested from an amusement vendor. Specifications for the items needed are listed below.

SPECIFICATIONS:

Services needed for Jacksonville State University's Homecoming Carnival

Ferris Wheel

- a) One (1) full-size Ferris wheel suitable for college-age participants.
- b) Must include trained operators.
- c) Setup and takedown must be handled by the vendor.
- d) Power Source: Vendor must provide a dedicated generator for the Ferris wheel.

Carnival Trailer Games

- a) Two to three (2–3) traditional carnival trailer-style games.
- b) Games must be engaging and suitable for a college crowd.
- c) Each game must be fully operational and include attendants to manage participation.
- d) Prizes (if offered) must be included in the service or specified separately.
- e) Power Source: Vendor must provide generators as needed.

Additional Rides

- a) Two to three (2–3) amusement rides in addition to the Ferris wheel.
- b) Rides must be appropriate for ages 18+ and include all safety certifications and trained ride operators.
- c) Each ride must have its own dedicated generator provided by the vendor.
- d) Setup and takedown to be included in the service.

INSURANCE REQUIREMENTS

1. General Insurance Requirements

All vendors, contractors, performers, or other entities providing carnival, amusement, or entertainment services on university property shall, at their sole expense, maintain insurance of the types and amounts described herein. The University, its officers, trustees, employees, agents, and volunteers shall be named as additional insureds on all liability policies. Waivers of subrogation in favor of the University shall be provided. Certificates of insurance and endorsements evidencing

required coverage must be submitted and approved prior to commencement of services. Failure to maintain insurance as required is considered a material breach of contract.

1.1 Commercial General Liability (CGL) Insurance

- Minimum coverage: **\$1,000,000** per occurrence and **\$2,000,000** aggregate.
- Coverage should include: bodily injury, property damage, personal and advertising injury, and products/completed operations.
- The university must be listed as an **additional insured** for ongoing and completed operations.
- The policy should be primary and non-contributory with respect to any other insurance available to the university.

1.2 Umbrella or Excess Liability Insurance

- Minimum coverage: **\$2,000,000** per occurrence, providing excess coverage above the CGL limits.
- Should follow the terms of the underlying liability policies.

1.3 Workers' Compensation and Employers' Liability

- Statutory coverage in accordance with state law for all employees of the vendor, contractors, and subcontractors.
- Employers' Liability limits: Not less than **\$500,000** for bodily injury by accident or disease.
- Proof of coverage must be provided before any work or performance begins.

1.4 Automobile Liability Insurance

- Coverage for all owned, non-owned, and hired vehicles used on campus.
- Minimum limits: **\$1,000,000** combined single limit per accident for bodily injury and property damage.

1.5 Property Insurance

- The vendor is responsible for insuring their property to include all equipment, rides, or structures, or any other property against loss or damage.
- The university is not responsible for loss or damage to vendor property.

1.6 Special Event Insurance

- This event is classified as a "special event" by the university; therefore, the vendor is required to obtain additional event-specific insurance.

2. Additional Insured and Waiver of Subrogation

- The university, its trustees, officials, employees, agents, and volunteers must be named as **additional insureds** on all liability policies except workers' compensation.
- **Waiver of subrogation** in favor of the university must be included in all required policies to prevent the insurer from seeking recovery from the university.

3. Certificates of Insurance and Policy Endorsements

- Vendors must provide valid **certificates of insurance** with required endorsements prior to any on-site activities.
- Certificates must be reviewed and approved by the university's procurement office.
- Endorsements should:
 - Confirm the "additional insured" status.
 - Confirm primary and non-contributory coverage.
 - Show waiver of subrogation applies.
- All policies must be maintained for the duration of the event or contract, plus one year after event completion.

4. Indemnification and Hold Harmless Clauses

- The vendor must agree to **indemnify, defend, and hold harmless** the University and its affiliates from all claims, damages, losses, or expenses arising out of the vendor's operations, including bodily injury, property damage, or personal injury, except those arising from the university's sole negligence.
- This obligation must survive termination or completion of the contract.
- No limitation of liability clause may restrict the obligation to indemnify the university.

5. Safety and Risk Management Requirements

- Vendors must comply with all state and local laws and regulations governing carnivals, including inspection, permitting, and safety certifications for rides or attractions.
- All operators must be properly trained and licensed when required.
- Daily inspections of equipment and rides must be performed by qualified personnel, with written logs available for university review, if and as requested.
- Emergency procedures, first-aid stations, and crowd control measures must be in place.

6. Special Protections for University Campuses

- All activities must be scheduled and approved through appropriate campus channels.
- Security personnel may be required at the vendor's expense.
- Vendors must coordinate with campus police, fire safety, and risk management offices.
- Noise, access, and event hours must comply with university policies.
- Vendors are responsible for cleanup and restoration of the event area to its original condition.

7. Insurance Coverage for Third-Party Contractors and Performers

- If the vendor uses third-party contractors (e.g., ride operators, performers, concessionaires), all must meet the same insurance and indemnification requirements.
- The primary vendor remains responsible for ensuring all required documentation is in place.

8. Notification of Claims and Cancellation

- Insurers must provide at least **30 days' written notice** to the university prior to policy cancellation, nonrenewal, or material change.
- Vendors must report any incidents, accidents, or claims arising out of event operations to the university immediately.

9. Optional Protections

- **Participant Accident Insurance:** Additional coverage for injury to participants or volunteers may be required, especially for interactive attractions.
- **Weather Insurance:** For events susceptible to cancellation due to inclement weather.
- **Cyber Liability Insurance:** If digital ticketing or ride controls are used.

CONSIDERATION OF BIDS: Bid's will be evaluated based on the following criteria to determine the award recipient:

1. Bid/contract price.
2. Reputation of the vendor and their services.
3. Quality of the vendor's services.
4. Extent to which the services meet the University's needs.
5. Delivery based upon the university's needs.
6. Vendor's past relationship with the University.
7. Total long-term cost to the University for retaining the vendor's services.
8. Any other relevant factors provided in response to this request.

TERMS:

The awarded vendor must agree to accept a purchase order as a contract for the service or equipment purchase. JSU does not agree to pre-pay or pay a deposit on equipment orders. The vendor should invoice JSU upon equipment delivery and completion of other services.

The bid submission should include the following documents, as a bid award cannot be made without them:

1. State of Alabama Disclosure Statement.
2. E-Verify Memorandum of Understanding.
3. W9 form.

Bid Submission Instructions

One (1) original and one (1) copy of all documents must be submitted. Sealed bid packets must be received by 3:00 PM CST on Tuesday, August 12, 2025. The bid number, opening date and time must be listed on the outer envelope. It is the responsibility of the respondent to ensure that the bid packet arrives in the Procurement and Fixed Assets office on time. To ensure timely receipt, the bid packet should be hand delivered or sent by commercial carrier to:

Jacksonville State University
Attn: Shasta Platt
Procurement and Fixed Assets
700 Pelham Rd N
324 Angle Hall
Jacksonville, AL 36265

Documentation to be submitted with bid response:

1. Original notarized State of Alabama Disclosure Statement
2. Memorandum of Understanding as documentation of vendor registration with the Federal E-Verify system (contact your company's Human Resources Department or visit <https://www.e-verify.gov> to register)
3. W-9 form from IRS
4. Certificate(s) of Insurance
5. Beason-Hammon Act Certificate of Compliance Ala. Code 31-13-1
6. Certificate of Compliance Ala. Code 41-16-5 (Boycott)
7. Certificate of Compliance Ala. Code 41-169-160 (Economic Boycott)

The above documents must be received prior to bid award. Vendor must agree to accept a purchase order as contract for this bid. Vendor will invoice JSU upon delivery.

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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

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

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

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

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	Social security number <table><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table> or Employer identification number <table><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>				-			-								-							
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Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																							

Part II Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and			
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and			
3. I am a U.S. citizen or other U.S. person (defined below); and			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.			
Sign Here	<table><tr><td>Signature of U.S. person</td><td>Date</td></tr></table>	Signature of U.S. person	Date
Signature of U.S. person	Date		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN
PROTECTION ACT
(Ala. Code § 31-13-1)**

RE: Contract/Grant/Incentive (describe by number or subject): _____
by and between _____ **(“Contracting Party”) and**
Jacksonville State University.

The undersigned hereby certifies to Jacksonville State University as follows:

The undersigned holds the position of _____ with the Contracting Party 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 Ala. Code § 31-13-1, known as The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (“Act”).

The Contracting Party is a business entity or employer as those terms are defined in Ala. Code §31-13-3(2) and (5).

The Contracting Party certifies that it has not knowingly employed 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.

The Contracting Party certifies that it is enrolled in E-Verify and will continue to be enrolled in E-Verify for the duration of the contract/agreement.

Contracting Party Name (Printed)

E-Verify User Identification Number

By: Authorized Officer or Agent of Contracting Party (Signature)

Title of Authorized Officer or Agent of Contracting Party

Printed Name of Authorized Officer or Agent of Contracting Party

CERTIFICATE OF COMPLIANCE WITH ALA. CODE 41-16-160

RE: Contract _____ (describe by number or subject), by and between Jacksonville State University and _____ ("Contracting Party")

The undersigned hereby certifies and agrees as follows:

1. The undersigned holds the position of _____ with the Contracting Party named above, is authorized to provide the verification as the official and binding act of that entity and has knowledge of Ala. Code § 41-16-160.
2. The Contracting Party is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Contracting Party, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contracting Party does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
 - a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
 - b) Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
 - c) Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
 - d) Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
 - e) Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Verified this _____ day of _____, 20_____.

Signature of Contracting Party's Authorized Representative

Printed Name and Title of Contracting Party's
Authorized Representative

CERTIFICATE OF COMPLIANCE WITH ALA. CODE 41-16-5

RE: Contract _____ (describe by number or subject), by and between Jacksonville State University and _____ (“Contracting Party”)

The undersigned hereby certifies and agrees as follows:

1. The undersigned holds the position of _____ with the Contracting Party named above, is authorized to provide the verification as the official and binding act of that entity and has knowledge of Ala. Code § 41-16-5.
2. The Contracting Party is a corporation, partnership, limited liability company, organization or other legal entity conducting or operating any trade or business in Alabama OR is a corporation, organization, or other legal entity operating in Alabama that is exempt from taxation under Section 501(c)(3) or (4) of the Internal Revenue Code.
3. The Contracting Party represents 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. Boycott is defined as “to blacklist, divest from, or otherwise refuse to deal with a person or business entity when the action is based on race, color, religion, gender, or national origin of the targeted person or entity or is based on the fact that the boycotted person or entity is doing business in a jurisdiction with which this state can enjoy open trade and with which the targeted person or entity is doing business.”

Verified this _____ day of _____, 20_____.

Signature of Contractor’s Authorized Representative

Printed Name and Title of Contractor’s Authorized Representative