



JACKSONVILLE STATE UNIVERSITY

Jacksonville State University

**INVITATION TO BID
ITB#26-10-27-0001**

Pest Management Services for Housing Operations and Residence Life

**BIDS MUST BE RECEIVED BEFORE:
3:00 P.M. CST on Monday, October 27, 2025**

Bid Delivery Address:

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

INVITATION TO BID
SIGNATURE CERTIFICATION PAGE

Bid Number: Jax State ITB# 26-10-27-0001
Description: Housing and Residence Life Pest Control
Due Date: Monday, October 27, 2025 **Time:** 3:00 PM CST
ITB Issue Date: Friday, October 17, 2025

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE BID NUMBER, DATE AND TIME OF OPENING AND RESPONDENT’S RETURN ADDRESS.

One (1) original and one (2) unbound copies of all documents must be submitted. It is the responsibility of the respondent to ensure that the bid packet arrives in the Procurement and Fixed Assets office on time. The bid packet should be hand delivered or sent by FedEx or UPS. No electronic copies will be accepted. Questions concerning the ITB and submission process should be submitted in writing to Shasta Platt at splatt@jsu.edu.

Company Name: _____
Name (Type or Print) _____
Title: _____
Address: _____

Telephone Number: _____
E-Mail Address: _____

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 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.

The bid shall be awarded to the lowest responsible and responsible bidder whose bid meets the requirements as set forth in this Invitation to Bid. Jacksonville State University reserves the right to accept or reject all bids or any portion thereof. JSU assumes no liability for expenses incurred by firms in the preparation of their responses to this ITB. Once received, all bids become the property of Jax State.

Signature of authorized agent: _____

**INVITATION TO BID
PEST MANAGEMENT SERVICES FOR HOUSING OPERATIONS AND RESIDENCE LIFE
JACKSONVILLE STATE UNIVERSITY**

Jacksonville State University (JSU) is requesting bids from a vendor to provide integrated pest management services for all university apartment facilities, residence halls, and houses on a monthly/as needed basis. **Please submit an original bid response and one copy. Please submit all documents listed on the last page of these specifications with bid response.**

The selected vendor must agree to accept a university purchase order as a contract for this service. Any other documents that will be required must be submitted with the bid response. This bid may be awarded in total. To be considered for a total bid award, a pricing response must be submitted for each item.

I. Scope

- A. Jacksonville State University is soliciting bids from qualified pest control contractors to provide management, supervision, labor, material and supplies to ensure that a high standard of pest control is maintained in the buildings identified herein. As per the provided list of square footage by building, qualified pest control contractors will provide a price for all buildings listed in the contract specifications.
- B. The State of Alabama Competitive Bid Law requires the awarded vendor to provide the University with a \$1,000 performance bond (or Cashier's Check made payable to Jacksonville State University) prior to the issuance of a purchase order. When and if all services have been satisfactorily completed at the end of the contract, the bond will be returned to the vendor.
- C. Contractor must be licensed, insured, and furnish own equipment, materials, and labor. A copy of Certificate of Insurance should be submitted with bid response.
- D. **This contract will be for a one-year period. Upon mutual agreement by the university and selected vendor, this contract may be extended for four additional one-year terms.**
- E. This contract may include a provision requiring the contractor to bear the cost of criminal background checks (state and federal criminal convictions and sex offender registry status for the last seven years) for all employees, agents, or subcontractor performing work on University property.
- F. Service is to begin immediately after award of purchase order/contract.
- G. Price increases are not permitted during the terms of the contract.
- H. Pest control services are to be rendered by the Contractor covering the actual performance of periodic preventive control and extermination of infestations, within practical parameters of the

following rodents and insects:

1. Rats, mice, ants, silverfish, ticks, all types of roaches, spiders, mosquitoes, flies, fleas and stinging insects such as wasps, bees, and hornets. "Ants" include all varieties.
2. Contractor will handle treatment of bed bugs on a case-by-case basis as needed and the university recognizes this will be separate pricing and not part of the bid. Inspection of an area suspected of bed bugs will be part of the normal pest control services. Contractor must provide an established bed bug protocol at time of assignment.
3. Contractor will handle treatment of termites on a case-by-case basis as needed and the university recognizes this will be a separate pricing and not part of the bid. Inspection of an area suspected of termites will be part of the normal pest control services. The university may use the price quoted; however, the university also reserves the right to seek other quotes and/or solicit an alternate vendor.

H. Service Applicators are to inspect and treat such areas as storerooms, utility plants, housekeeping closets, mechanical rooms, vending rooms, and kitchen/food service areas monthly to prevent pest infestation.

I. Treatment is to include the inside and outside of all buildings identified herein for ant (all varieties), roach, and small rodent control with bait, granules or traps, at no extra cost to the University. Any cost will be borne by the Contractor and not used as a determinant for utilizing the most effective product appropriate to the task.

J. The Office of Housing Operations and Residence Life staff will be responsible for monitoring and evaluating the work of the contractor to ensure the contractor's compliance with these specifications.

K. The University reserves the right to require, in writing, a different Service Applicator if the University is unsatisfied with the Service Applicator provided by the Contractor. If the University is satisfied with a current Applicator, the University would request that the contractor make every effort to keep that Applicator servicing the contract.

L. Contractor will note, in writing, any action necessary by the university to reduce current/future pest activity such as tree trimming, sealing of open areas, etc.

M. Contractor will maintain an ongoing preventative maintenance program tailored to meet the needs of a variety of campus environments.

N. Contractor must have a minimum of three (3) years' experience with implementation and continuation of Integrated Pest Management (IPM) programs. Contractor will provide a client list for at least five major IPM accounts (multiple building, multiple scattered sites) Contractor will provide documentation of their IPM program.

O. The bidder must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the university. The university prefers educational or governmental entity references. Each of the references must include the following information: Entity name, Industry Type, and Address (include city, state, country). Contractor will maintain an ongoing preventative maintenance program tailored to meet the needs of a variety of campus environments.

P. Contractor must ensure that all invoices are submitted to the following address no later than one week after each service date. All invoices should include a detailed summary report of services rendered.

Office of Housing Operations and Residence Life
111 Angle Hall
700 Pelham Road North
Jacksonville, AL 36265

II. Housing

A. The buildings will be serviced weekly as indicated on these specifications. The schedule will be every Monday with the Applicator reporting to Angle Hall.

III. Monthly/as needed basis Treatment

A. Housing/Residential Buildings

Service Applicators are to inspect and treat all kitchens, bathrooms, vanity areas, bedrooms, utility closets, hallways, offices, classrooms, common areas, laundry rooms, lobbies, stairwells, restrooms, mechanical rooms, housekeeping closets, storage closets, kitchens/food service areas and vending areas monthly. Areas of treatment must include, but are not limited to, baseboards/wallboards, ceilings, windowsills, outlets (if necessary) and floor drains (if necessary). Additionally, the Applicator must treat around/under refrigerators, dishwashers, and stoves, against kitchen baseboards, and inside cracks and voids in kitchen cabinets. Liquid residual material is to be applied, such as Demand CS or Phantom. Treat with gel baits such as Maxforce or utilize dust treatments such as DeltaDust in cracks and crevices as needed for outlets and windowsills for target pests.

B. Exterior/Perimeter Treatment

The Applicator will be responsible for treating a 2' foot perimeter band, or to the drip line, around the exterior of all buildings using a liquid residual treatment such as Demand CS. At no additional cost, Termidor must be applied annually or semi-annually as needed. With increased ant activity the contractor must install ant monitor stations with liquid or granular ant bait. Upon inspection the technician will document and report any trees and shrubs against the building structure in the service report as well as to the escorting supervisor. Where small rodent issues exist, the Applicator will install and maintain traps within 10' foot of the building structure.

IV. General

- A. Safety and Health. All work shall comply with applicable state and federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
- B. One week prior to servicing the grounds, the successful bidder must schedule a debriefing meeting with Ellis Collins, Assistant Director of Housing and Residence Life. To schedule this meeting, please contact edcollins@jsu.edu.
- C. **A site visit is mandatory prior to submitting a bid.** A sample invoice and detailed service summary report is required when submitting a bid response. To schedule a site visit or if there are any questions concerning the bid specifications, please contact Ellis Collins, Assistant Director of Housing and Residence Life, at edcollins@jsu.edu. Questions concerning the bid process should be directed to Shasta Platt, Director of Procurement at splatt@jsu.edu.

Pricing

Apartment complexes

Listed below are the apartment complexes, the type of unit, and number of units per complex. Indicate price accordingly. We are asking for summer clean-out service for each apartment building and a separate monthly maintenance price to cover service calls.

Facility	Type of Units	Number of Units	Price Per Month
Campus Inn-13,486 sq. ft.	1 bedroom	35	\$
Campus Inn- 16,624 sq. ft.	Efficiency	50	
Colonial Arms- 20,632 sq. ft	1&2 bedroom	24	
College- 8,748 sq. ft.	1 bedroom	22	
Mountain Street Homes – 980 sq. ft each	2 bedrooms	42	
Pannell- 44,543 sq. ft.	Efficiency	78	
Penn House- 13,434 sq. ft.	1 bedroom	32	
TOTAL		283	

Houses

The application to these houses should be the same application as the apartments. Listed below is the square footage of each house. Please indicate price per house.

Facility	Number of Rooms	Price Per Month
Kappa Sigma Fraternity House	16	\$
International House.	20	
Pi Kappa Phi Fraternity House	10	
Pi Kappa Alpha Fraternity House	10	

Skelton House	3	
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Residence Halls

Listed below are the university residence halls and number of rooms per hall. Please indicate price accordingly.

Facility	Number of Rooms	Price Per Month
Crow Hall- 37,889 sq. ft.	94	\$
Curtiss Hall- 45,620 sq. ft.	90	
Daugette Hall- 48,302 sq. ft.	75	
Dixon Hall- 40,256 sq. ft.	96	
Fitzpatrick Hall- 52, 725	114	
Logan Hall- 31,306 sq. ft.	61	
Meehan Hall- 4 bedroom- 208,301 sq. ft.	389	
North Village Hall – 2 bedroom – 123,458 sq. ft.	143	
Patterson Hall- 39,142 sq. ft.	57	
Sparkman Hall- 81,326 sq. ft.	204	
TOTAL	1,180	

Summer Treatment Schedule

May 4 th
Meehan Hall
May 7 th
Sparkman Hall
May 11 th

North Village
May 14 th
Mountain Street/Goodlett Avenue
Colonial Arms Apartments
May 18 th
Jax Apartments
Campus Inn Apartments
May 21 st
Curtiss Hall
Fitzpatrick Hall
May 28 th
Daugette Hall
June 1 st
Logan Hall
Patterson Hall
June 4 th
Crow Hall
Dixon Hall
June 8 th
Pi Kappa Phi
Kappa Sigma
June 11 th
Pi Kappa Alpha
Penn House Apartments

Call Backs

Price per unit or call for a specific pest control application for requested call back service.

	Cost
Per Call	\$
Per Unit	\$

Summary of Documents to be submitted with bid:

1. State of Alabama Disclosure Statement
2. E Verify Memorandum of Understanding
3. Client List
4. References
5. Certificate of Insurance
6. State of Alabama Business License (or proof of qualification to do business in the State of Alabama)
7. Household Pest Control License (and for termite treatment at least one employee must have a WDO (wood destroying organism) certification)
8. A sample invoice and detailed service summary report

A vendor cannot be awarded the bid without these documents being submitted to the Office of Procurement.

Bid Price \$ _____

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 Monday, October 27, 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

CONSIDERATION OF PROPOSALS

All proposals must be complete and convey all of the information requested. If the proposal fails to conform to the essential requirements of this ITB, JSU alone will determine whether it is a candidate for further consideration.

Proposals will be reviewed in consideration to the following selection criteria factors in determining to whom to award a contract:

1. The contract price.
2. The reputation of the vendor and of the vendor's services
3. The quality of the vendor's services
4. The extent to which the services meet the University's needs
5. The vendor's past relationship with the University
6. The total long-term cost to the University to retain the vendor's services
7. Any other relevant factor provided in response to the request contained herein

TERMS

The contract or agreement associated with this ITB will be for a term of one (1) year with options to renew annually for four (4) additional one-year terms upon mutual agreement by JSU and the awarded vendor. A price increase not to exceed 5% per year will be acceptable. The successful vendor or the University may cancel the contract or agreement by written notification with a 30-day notice. The vendor may not assign the contract associated with this ITB without prior written consent from the University.

Any violation of the contract or agreement shall constitute a breach and default of this agreement. Upon such breach, Jacksonville State University will have the right to immediately terminate the contract and withhold further payments. Such termination will not relieve the Provider of any liability to Jacksonville State University for damages sustained by virtue of a breach by the provider.

The State of Alabama Competitive Bid Law requires a performance bond (or cashier's check) for any contract that includes services. A **\$1,000** bond or cashier's check will be required from the awarded vendor prior to a purchase order being issued. The bond funds will be returned to the vendor upon notification of the successful completion of the contract.

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**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).

By signing this certification, the Contracting Party certifies that, for the duration of the agreement, it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. A contracting party found to be in violation of this provision shall be deemed in breach of the agreement referenced above and shall be responsible for all damages resulting therefrom.

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

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.

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

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