

WALLACE COMMUNITY COLLEGE – DOTHAN

1141 WALLACE DRIVE
Dothan, Alabama 36303
February 3, 2023

Dear Sir or Madam:

Sealed bids for items listed below will be accepted in the Business Office of Wallace Community College – Dothan (WCCD) until the time and date indicated below.

As provided by state statute, the college reserves the right to accept or reject all bids or any portion thereof.

DR. LINDA C. YOUNG, President
Marc Nicholas, Dean of Business Affairs

Bid Instructions:

1. Price to be quoted should include shipping cost for delivery to Dothan, AL.
2. No price shall include state tax or federal excise tax. Certificates furnished upon request.
3. Bid must be submitted in ink with signatures and initials as required. Pencil will not be accepted.
4. Bid must be notarized.
5. Bidder must use the form provided and clearly indicate the bid number and opening date on the outside of the return envelope.
6. If item requested cannot be furnished as specified, a substitute may be made by giving full description of item being bid.
7. No errors will be corrected after bids are opened.
8. Alabama laws require that, as a condition for the award of a contract by a school board 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 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 website www.e-verify.gov. The Alabama Department of Homeland Security <http://immigration.alabama.gov> has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employee Identification Number (EIN) also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.
9. Bids exceeding \$10,000.00 must include a Bid Bond for 5% of total bid, provided that bonding is available for included services, equipment, or materials. The Bid Bond must be furnished prior to contract award. **A Cashier's Check made payable to Wallace Community College – Dothan for 5% of the total bid amount may be substituted in lieu of a bid bond.** The check will be returned upon contract completion.

BID NO. 1590 Grounds Maintenance and Lawn Care Services at the Wallace Dothan Campus TO BE OPENED AT APPROX. 2:00 PM Tuesday, February 28, 2023 - Business Affairs Conference Room, Grimsley Hall, Dothan Campus.

Wallace Community College – Dothan (WCCD) is seeking bids from professionally qualified firms to provide grounds maintenance and lawn care services at our Dothan Campus. These services are for approximately 47 acres on the Wallace Campus. Specific services to be performed are detailed on the following pages. Services

must be performed at times and in a manner that will cause the least interference with the educational process of students or administrative functions. For example, Zone 1 services must be performed on Fridays.

The College reserves the right to accept or reject any or all proposals, to waive technical errors, and to award this contract to the bidder who provides the best overall service, reliability, and cost to the College in accordance with the provisions of The Code of Alabama 1975, Title 41 Chapter 16, Public Contracts.

A site visit prior to bidding is strongly recommended to allow bidders to field verify actual conditions before assembling and submitting their bid. Site visit may be arranged by calling the Business Office at 334-556-2288. This number is equipped with a voicemail system and messages will be returned as soon as possible. Any sketches, calculations, etc. furnished as part of the specifications are informational only and conditions should be verified before bidding.

Required Bid Content

- A. **Pricing:** The College will offer the successful bidder a contract for a 36-month period beginning April 1, 2023 and ending March 31, 2026. The successful bidder may be offered an additional contract option period for 24 months running from April 1, 2026 through March 31, 2028. The option period will be exercised independently of the base contract and will inform the contractor of their intent regarding option periods by January 1, 2026. The contractor agrees to respond by January 15, 2026 accepting or declining the option period. If either the College or the contractor declines to exercise the option period, services shall continue at the stated price until March 31, 2026.

All bidders will submit a total price for all work listed in the following pages as follows:

Base period – April 1, 2023 to March 31, 2026 \$ _____

Option period – April 1, 2026 to March 31, 2028 \$ _____

- B. **Experience:** All bidders will submit at least (3) references covering the last 3 continuous years of providing educational, local or state governmental grounds maintenance and lawn care services in the Southeast Alabama area. Reference should include dates of performance, size of contract and a contact person with phone numbers and addresses.
- C. **Equipment:** All bidders will submit a list of equipment that will be used on this contract with an equipment description including brand name, size, age, power type, and condition and replacement cycle. This list will become part of the contract and enforceable as a contract provision.
- D. **Work Plan:** All bidders will submit a work plan detailing schedules and proposed staffing for this contract. Plans should detail how the contractor will schedule the 2 zones in the contract and the staffing dedicated to each zone. The plans are considered a part of the contract and enforceable as a contract provision.

Failure to provide the above 4 items (A through D) with the content requested may result in a bid package being declared nonresponsive.

Responses should be submitted in a sealed envelope marked “Grounds Maintenance and Lawn Care Services Bid #1590” to Marc Nicholas, Dean of Business Affairs, 1141 Wallace Drive, Dothan, AL 36303. Any questions can be directed to the Purchasing Manager, Joley Anderson, at 334-556-2288.

**** 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. ****

We are in position to furnish the items/services specified herein and can begin services within _____ days after entering contract. I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid, at a fixed price, or to refrain from bidding or otherwise.

Firm: _____

Signature: _____

Terms: _____

Date: _____

Address: _____

Phone No: _____

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

BID SPECIFICATIONS AND REQUIREMENTS

Bid #1590 Grounds Maintenance and Lawn Care Services

February 3, 2023

Below are specifications and requirements for Grounds Maintenance and Lawn Care Services for the Wallace Dothan Campus. Any variation from the specifications herein could result in an unsuccessful bid.

A. CONTRACTOR REQUIREMENTS

The successful bidder must:

1. Have demonstrated experience in successfully providing professional quality, uninterrupted grounds maintenance and lawn care services of similar scope and size (20-acre minimum) educational, local or state government grounds with multiple buildings and facilities, extensive pedestrian traffics at irregular intervals, multiple parking lots and roadways and irregular terrain. This experience should be demonstrated by including in the bid package an acceptable work history, covering the last 3 continuous years, providing educational, local or state government grounds maintenance and lawn care services in the Southeast Alabama area. Residential, industrial and/or agricultural experience alone is not qualifying.
2. Provide all materials, labor, equipment and supplies necessary to perform this contract.
3. Provide liability insurance coverage in the amount of two million dollars in the general aggregate.
4. Provide Workman's Compensation coverage for all employees working under this contract.
5. Agree to hold Wallace College harmless to all claims, loss or liability with regard to the destruction of property or the injury of persons in the services area. Be responsible for and promptly repair any damage to College facilities or property (such as broken windows from debris) and any damage incurred to private property including vehicles as part of their activities.
6. Provide adequate employee supervision and management including a contract manager to ensure compliance with proper work procedures, appearance, and performance, health and safety requirements. Contract manager must be readily accessible during all hours which services are provided. Contractor must also have an established phone number where he or she can be contacted during normal business hours. Contractor's employees should be able to speak English to communicate with staff, faculty and students.
7. Provide, as a minimum, a company identification badge with both the company and employee name and employee's photograph. Readily identifiable uniforms are preferred.
8. Provide a list of (3) references that includes a description of the work performed including the size of the area maintained and types of services provided. References should be for work performed within the last 3 years, as required in section A.1. above.
9. Provide an equipment plan showing all major powered equipment to be used during this contract with age, condition, size, brand name, power type, replacement cycle, etc. as to allow analysis without further clarification or questions.
10. Provide a work plan which shows a schedule of required services. The work plan should include the contractor's proposed staffing to be dedicated to this contract in sufficient detail as to allow decision making. The work plan should also include the contractor's quality control plan for ensuring specified work is performed and actions to be taken if services are not provided as planned due to weather or other causes.
11. Attend meetings as required with College representatives, including pre-contract start meeting where the successful contractor will explain his plans for providing services, quality control and staffing and periodic progress meetings.
12. Payment for this contract will be made on a monthly basis after services are performed and require the submittal of an original monthly invoice to the College. The monthly amount should be the base bid amount divided by 36. If the option period is awarded, the monthly amount will be the option amount divided by 24.

B. TERMINATION

1. The successful bidder and the College reserve the right to terminate the contract upon a 90-day written notice, without cost, or obligation to either party.
2. The College reserves the right to terminate the contract for non-performance should the contractor not meet the criteria of the contract. If the contractor does not meet the contract requirements, the College will issue a cure notice specifying the deficiencies found and allowing a time for correction (normally 10 days). If the deficiencies are not corrected in the time frame specified, the College may terminate the contract.
3. The contractor should continue performance at the contracted level during any notice period. If the College is required to procure services from other sources, the contractor may be responsible for those costs.

C. INSPECTION OF WORK

The work performed under this contract will be randomly inspected by members of the College staff for quality assurance purposes. These inspections in no way relieve the contractor of their obligation listed in paragraph A.10. above for adherence to their quality control plan and providing quality services to the College. Any deficiencies noted during these inspections will be immediately corrected by the contractor without any additional cost to the College for re-performance.

D. PROPOSAL EVALUATION PROCESS

1. The bid/proposal providing the best overall service and cost to the College will be awarded the contract using the following evaluation factors:
 - a) Total cost of specified services for base contract period and option period.
 - b) Contractor's experience in providing the services specified in A.1. above, including verification of experience with references.
 - c) Evaluation of contractor's specified equipment and replacement/maintenance plans.
 - d) Evaluation of contractor's quality control and work plans, including staffing, and schedules.
2. Bids should be evaluated both quantitatively and qualitatively as follows:

| | |
|--|------|
| a) Total cost for base contract period and option years combined | 60% |
| b) Evaluation of the contractor's experience and references | 20% |
| c) Evaluation of the contractor's equipment | 10% |
| d) Evaluation of quality controls and work plans | 10% |
| Total: | 100% |

Proposals will be rank ordered from least cost/most beneficial to the College to the highest cost/least beneficial to the College in each attribute. Review for item (a) will be numerical and based on proposed prices. Reviews for items (b) through (d) will be subjective and based on the information provided by the bidder and will consider the adequacy of the information presented, the quality of experience offered by the contractor and the responsiveness of the bidder.

E. DESCRIPTION OF WORK

1. The services to be provided under this contract are contained in 2 zones requiring different levels of grounds maintenance and lawn care services. The attached sketch contains a general layout of Zones 1 and 2. This layout is not to scale and is representational only.

Zone 1 consists of the area bounded by Wallace Drive running north to just north of 999 Governor Drive (the White House) to a line connecting the north edge of the Success Drive parking area with Wallace Drive. The area is bounded on the east by Success Drive and the student parking area except that it also includes the area immediately surrounding Cherry Hall as shown on the sketch. It also includes the access road area and area to the south of Governor Drive indicated on the sketch and presently maintained. Zone 1 includes parking lot islands, walkways, and small areas around buildings currently maintained to academic institution standards. Zone 1 services must be accomplished on Fridays to avoid negatively impacting the instructional process.

Zone 2 consists of our outer areas to include the area to the north of Zone 1 on previously maintained grounds, those to the north and east of Zone 1 beyond Cherry Hall, encompassing the ball fields and parking areas, those to the south of Governor Drive to the railroad track and those west on Wallace Drive bordering the College owned parking areas and grounds. This zone consists of only those areas previously maintained and does not include unimproved or agricultural areas. This work does not include the athletic playing fields but does include the public areas and access ways outside the playing areas. Zone 2 services can be accomplished during the week but the scheduling should be fully described in the work/quality control plan.

2. While the contractor is responsible for maintaining the areas required to academic institution standards, historical data indicates that a once a week servicing provides an acceptable level of quality and appearance. During the active growing season, weekly cutting is usually required to maintain the desired academic institution appearance standards to avoid unacceptable irregular growth patterns. During periods of less than active growing, other tasks such as fine trimming and cutting around buildings, weeding, tree trimming, and general grounds cleanup require weekly attention. Weather conditions and specific requirements of the College may cause this schedule to be varied occasionally, not usually exceeding 15% of required services.
3. Normal grounds maintenance in Zone 1 will be accomplished using finishing lawn type equipment with a bagging or collection device and edge trimmers, blowers, weed eaters, etc. All cuttings, clippings, debris, etc. must be removed with each cutting. Academic institution standards indicate a level of grounds appearance that shows continuous maintenance with a neat, kept appearance indicating periodic professional cutting and trimming including along curbs, sidewalk, roadways and non-building structures. Grass should be mowed between 2 ½" and 3 ½" during each cutting with no more than one-third of the grass height being removed at any one cutting. In no case should grass height be less than 2 ½" immediately after cutting.
4. Standard grounds maintenance equipment will be used to provide services to Zone 2. Bush hogs, pasture equipment or other rough cutting systems are not acceptable. While Zone 2 cutting and trimming does not require the close level of detail found in Zone 1, it should result in a neat, kept appearance absent of any significant untrimmed and uncut areas. Grass should be mowed between 2 ½" and 3 ½" during each cutting with no more than one-third of the grass height being removed at any one cutting. In no case should grass height be less than 2 ½" immediately after cutting.
5. Services for all zones will be accomplished in a timely continuous manner as to avoid irregular and unsightly appearance of different zones or areas.
6. Services will include edging around all sidewalks, curbs, signs, buildings, and other structures every time the grass is mowed. All trimmings resulting from edging shall be collected and removed.

7. Trim shrubs, bushes and low hanging tree limbs (those under 12 feet in height) every time services are provided to maintain a neat, orderly appearance. Trim around tree trunks and base areas. Collect and remove all limbs, leaves, and other debris as a result of trimming activities.
8. Include trimming, edging and mowing in traffic medians, parking lot islands and other self-contained structures within the service zone each time services are provided. These areas are mostly in Zone 1 and require academic institution standard performance.
9. Remove paper and other debris from serviced area prior to each cutting. Clean up any paper or other debris or remnants remaining after the cutting, including readily visible parking lot debris such as food wrappers, empty beverage bottles, etc.
10. Spray for weed control and growth in parking and asphalt areas. Spraying should be accomplished with such frequency that noticeable weeds are not present. Use only approved herbicides with an acceptable MSDS on site. Remove noticeable dead weeds after spraying. Spraying shall be accomplished at times as to minimize contact with vehicles, pedestrians and others.
11. The College has a separate ornamental landscaping contract that accomplishes landscaping tasks with flowering and decorative plants. This contract does not include ornamental landscaping services.

F. CHANGES

1. Significant additions or deletions to the land area covered by the contract may be individually negotiated with the successful bidder on this contract or obtained by separate solicitation. The College does not currently have any planned additions or deletions, but any such action should not impact the contract by more than 15%.
2. Externally mandated changes, such as an unforeseen increase in the Federal minimum wage, may also be negotiated at the discretion of the College.

Please list below any variations from the stated specifications detailed herein:

By signing below, the bidding firm acknowledges the specifications detailed herein, and any listed variations, as part of the contract.

Firm: _____

By: _____
Signature

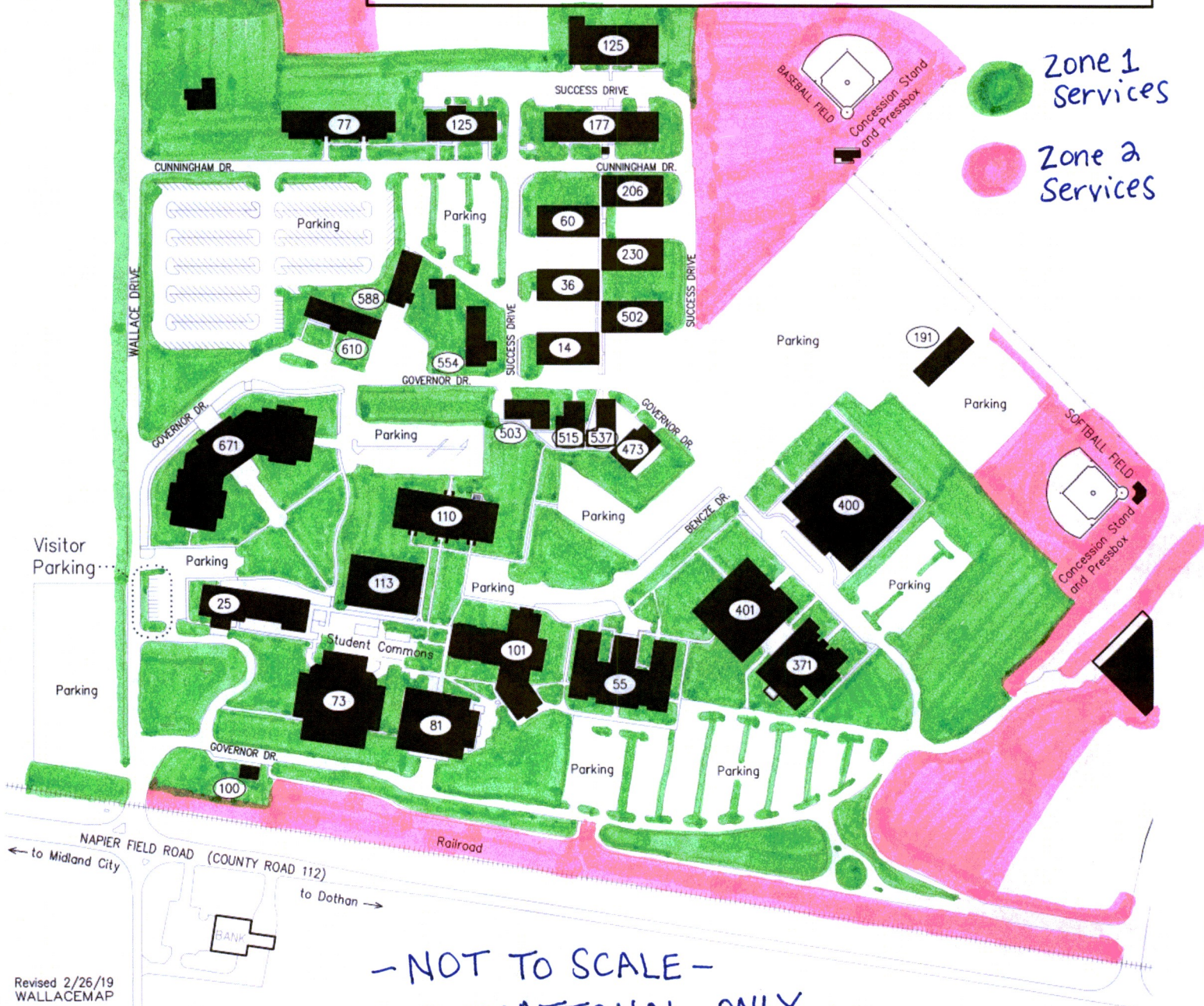
Wallace Campus

HWY 134
← to Midland City

to Headland →

Not To Scale

- | | |
|---|---|
| 77 Adult Education, Salon and Spa Management | 55 Grimsley Hall (GH) |
| 177 Air Conditioning and Refrigeration (ACR) | ADA Services, Admissions and Records, Business Office, |
| 230 Applied Engineering Technology (INT) | Campus Dean, Counseling, Financial Aid, Instructional |
| 14 Automotive Technology (ASE) | Affairs, Physical Plant, Testing Services, TRIO Student |
| 206 Automotive Technology Annex | Support Services |
| 60 Cabinetmaking | 113 Hamm Library (LRC) |
| 100 Campus Police Station | 671 Heersink Family Health Science Building |
| 110 Center for Academic Success (CAS) | Associate Degree Nursing (ADN), Emergency Medical |
| Mathematics Lab, The Writing Center | Services (EMS), Medical Assisting Technology (MAT), |
| 400 Cherry Hall (CY) | Physical Therapist Assistant (PTA), Practical Nursing (PN), |
| Bence Theatre, Art, Music, Speech | Radiologic Technology (RAD), Respiratory Therapist (RPT), |
| 502 Community Enrichment Center, Wallace Foundation | Surgical Technology (SUR) |
| 73 Computer Technology Center (CTC) | 515 Lineworker Program |
| Computer Information Science (CIS), Information | 610 Maintenance |
| Technology Services (ITS), Mathematics | 537 Printing and Duplication |
| 125 Cosmetology (COS) | 371 Rane Hall (RH) |
| 36 Criminal Justice (CRJ) | Business, Humanities, Wheelless Auditorium |
| 81 Cunningham Hall (CH) | 101 Science Building (S) |
| Bookstore, Public Relations & Marketing, | 473 Sheet Metal |
| Student Center, Student Life | 588 Shipping and Receiving |
| 177 Electrical Technology (ELT) | 503 Storage |
| 554 Esthetics | 188 Transportation |
| 191 Field House | 25 Wallace Hall (WH) |
| 401 Gary Hall | Child Development, English, Institutional Effectiveness, |
| Engineering Graphics, Workforce Development | Human Resources, Office of the President, Office of |
| | the Vice President |
| | 125 Welding Technology (WDT) |



- NOT TO SCALE -
- INFORMATIONAL ONLY -



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 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 2001-995 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.

State of _____

County of _____

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

RE Contract/Grant/Incentive (describe by number or subject): _____ **by and between** _____ **(Contractor/Grantee)**
and _____ **(State Agency or Department or other Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, is authorized to provide the representations that are set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Applying the following definitions from the Section 3 of the Act, the Contractor/Grantee business structure is as indicated by my initials.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____ a. The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____ b. The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien, as that term is defined in Section 3 of the Act, within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

_____ (a) it is not eligible to enroll because of the rules of that program or other factors beyond its control.

_____ (b) it is excused from the requirement of enrollment in E-Verify because it does not have an employee in the State of Alabama.

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20_____.

WITNESS _____

Print Name of Witness

Certification Pursuant to Act No. 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 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 No. 2006-557.** They are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

Company Name _____

Signature _____ Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

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

| | | |
|--|--|--|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name /disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number | | | | | | | | | |
| | | | | - | | | | - | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 | 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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.