

WALLACE COMMUNITY COLLEGE – DOTHAN

1141 WALLACE DRIVE
Dothan, Alabama 36303
March 9, 2023

Dear Sir or Madam:

Sealed bids for items or services detailed herein 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, if any, 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/or 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 a requested item or service cannot be furnished as specified, a substitute may be made by giving full description of item or service being bid.
7. No errors to evaluation criteria will be corrected after bids are opened. However, the College reserves the right to waive or allow correction of technical errors in accordance with Alabama law. The College also reserves the right to negotiate price and terms with the awarded bidder prior to the contract start date.
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.** For bidders who are not awarded the contract, the cashier's check will be returned with the rejection letter. For the bidder(s) who are awarded the contract, the cashier's check will be returned upon contract completion.

BID NO. 1593 Ornamental Landscaping Services at the Wallace Dothan Campus TO BE OPENED AT APPROX. 2:00 PM Tuesday, March 28, 2023 - Business Affairs Conference Room, Grimsley Hall, Dothan Campus.

Wallace Community College – Dothan (WCCD) is seeking bids from qualified and experienced landscaping firms to provide ornamental landscaping services at our Dothan Campus according to the attached bid specifications. This is not a contract for grass cutting or commercial grounds maintenance services. The intent of this contract is to provide year-round professional level ornamental landscaping services that maintain and improve the current appearance of the College’s grounds, buildings and facilities. As a professional landscaper, the contractor is expected to perform their services without detailed instructions.

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

A site visit prior to bidding is strongly recommended to allow bidders to field verify actual conditions before assembling and submitting their bid. A 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 an 18-month period beginning April 1, 2023 and ending September 30, 2024. The successful bidder may be offered 3 additional contract option periods totaling 12 months each and running from October 1st through September 30th each option year. The option periods will be exercised independently of the base contract and the College will inform the contractor of their intent regarding option periods by July 1st each year. The contractor agrees to respond by July 15th each year accepting or declining the option period. If either the College or the contractor declines to exercise the option period, services shall continue at the stated price until September 30th of the respective period.

All bidders should submit a total price for all work listed in the attached specification pages as follows:

- 1) Lump Sum Fixed Price for the Base Period and 3 Option Periods for the services specified as detailed below:

Base period – April 1, 2023 to September 30, 2024	\$ _____
Growing Period (4/1/2023 – 9/30/2023)	
Winter Period (10/1/2023 – 3/1/2024)	
Growing Period (3/2/2023 – 9/30/2024)	
Tip: During the initial Base Period, 13 out of the 18 months will be in the “Growing Period”.	
Option period (1) – October 1, 2024 to September 30, 2025	\$ _____
Winter Period (10/1/2024 – 3/1/2025)	
Growing Period (3/2/2025 – 9/30/2025)	
Option period (2) – October 1, 2025 to September 30, 2026	\$ _____
Winter Period (10/1/2025 – 3/1/2026)	
Growing Period (3/2/2026 – 9/30/2026)	
Option period (3) – October 1, 2026 to September 30, 2027	\$ _____
Winter Period (10/1/2026 – 3/1/2027)	
Growing Period (3/2/2027 – 9/30/2027)	

Additional Services:

Additional pine straw spreading for special events. **Bid price listed here should be per event.**

Base period – April 1, 2023 to September 30, 2024 \$ _____ each

Option period (1) – October 1, 2024 to September 30, 2025 \$ _____ each

Option period (2) – October 1, 2025 to September 30, 2026 \$ _____ each

Option period (3) – October 1, 2026 to September 30, 2027 \$ _____ each

Additional planting beds requested with new construction, renovations, or additional sites per agreed square foot of bed area. **Bid price listed here should be per square foot.**

Base period – April 1, 2023 to September 30, 2024 \$ _____ per sq ft

Option period (1) – October 1, 2024 to September 30, 2025 \$ _____ per sq ft

Option period (2) – October 1, 2025 to September 30, 2026 \$ _____ per sq ft

Option period (3) – October 1, 2026 to September 30, 2027 \$ _____ per sq ft

Additional landscaping services to the Heersink Family Health Science Building in the event that the current landscaping services end. **Bid price listed here should be an additional sum to the “Lump Sum Fixed Price” listed in A.1. of this section.** In the event these services are needed, the services will consist of replenishing pine straw twice per year, fertilizing annually, and weeding and pruning as necessary.

Base period – April 1, 2023 to September 30, 2024 \$ _____

Growing Period (4/1/2023 – 9/30/2023)

Winter Period (10/1/2023 – 3/1/2024)

Growing Period (3/2/2023 – 9/30/2024)

Tip: During the initial Base Period, 13 out of the 18 months will be in the “Growing Period”.

Option period (1) – October 1, 2024 to September 30, 2025 \$ _____

Winter Period (10/1/2024 – 3/1/2025)

Growing Period (3/2/2025 – 9/30/2025)

Option period (2) – October 1, 2025 to September 30, 2026 \$ _____

Winter Period (10/1/2025 – 3/1/2026)

Growing Period (3/2/2026 – 9/30/2026)

Option period (3) – October 1, 2026 to September 30, 2027 \$ _____

Winter Period (10/1/2026 – 3/1/2027)

Growing Period (3/2/2027 – 9/30/2027)

- 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 “Ornamental Landscaping Service Bid #1593” 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.

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.

**** 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 of 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: ____ / ____ / ____
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BID SPECIFICATIONS AND REQUIREMENTS

Bid #1593 Ornamental Landscaping Services

March 9, 2023

Below are specifications and requirements for Ornamental Landscaping 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 sufficient capability and capacity to provide the full scope of services requested in the time required.
2. Provide all materials, labor, equipment and supplies necessary to perform this contract.
3. Provide workmen's compensation coverage if you regularly employ (5) or more full-time or part-time employees as required by the State of Alabama.
4. Provide liability and vehicle insurance coverage as required by the current Alabama Building Commission requirements.
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.
6. Provide adequate employee supervision and management including a project/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.
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 at least (3) references of similar type and size involving governmental, educational, or institutional businesses with multiple buildings where you provide or have provided landscaping services of similar project size. The references should include the following:
 - a) Name of business
 - b) Address of business with contact name and phone number
 - c) Type of services provided
 - d) Total cost of project
 - e) Dates of performance
9. Provide copies of applicable licenses indicating that the bidding company is appropriately licensed to perform the work indicated in the State of Alabama.
10. Provide any other administrative documentation required such as disclosure statements, tax identification request form, etc. required for the successful prosecution of the work and payment processing.
11. Attend meetings as required with College representatives, which may include a pre-bid meeting, pre-contract meeting and periodic job progress meetings. The date, time and location of these meetings will be provided as scheduled.
12. Provide a list of subcontractors, if any, proposed to be used on the project for the College's review and approval.
13. Provide material submittals and/or samples to the College for approval prior to purchase or installation. This includes MSDS documentation and approval documents for all chemicals used.

B. APPLICABLE CODES AND PERMITS

All work must be in accordance with applicable commercial regulatory standards including those issued by the Alabama Department of Environmental Management, the Alabama Department of Natural Resources, the Environmental Protection Agency and the US Department of Agriculture. The successful bidder is responsible for obtaining all necessary permits and approvals from regulatory bodies having jurisdiction over the work and

conforming to applicable permitting, inspection and testing procedures. The contractor must also comply with other applicable regulations such as those issued by the Alabama Department of Labor, OSHA, etc.

C. REQUIRED ACTIVITIES

The purpose of this contract is to employ a professionally qualified and experienced firm to perform ornamental landscaping and planting services for the Dothan Campus of Wallace Community College. The contractor shall be responsible for planning, scheduling and executing the work described below in such a manner as to maintain and improve the quality and appearance of the College grounds adequate to an institution of higher learning.

D. 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 to maintain a quality control program which adequately ensures conformance with contract responsibilities. Any deficiencies noted during these inspections will be immediately corrected by the contractor without any additional cost to the College for re-performance.

E. DESCRIPTION OF WORK

1. General:

The work includes maintaining the existing planting areas on the Dothan Campus as outlined below. Plant counts and descriptions provided are approximate and are provided as information only. Quantities should be verified in-person by the bidder prior to bidding.

- a) Main Entrances (Wallace Drive & Napier Field Road) – 5 rose beds and 19 crepe myrtles. Replenish pine straw twice per year. Fertilize 3 times per year. Weed and prune as necessary.
- b) Entrance Marquee Signs (Wallace Drive entrance circle sign and Napier Fields entrance sign) – Flower and rose beds at signs. Replenish pine straw twice per year. Fertilize annually. Weed and prune as necessary.
- c) Cherry Hall (Governor Drive) – Flower beds are located on all sides of the building. Replenish pine straw twice per year. Fertilize annually. Weed and prune as necessary.
- d) Rane Hall (Governor Drive) – Flowers beds are located on all sides of the building. Replenish pine straw twice per year. Fertilize annually. Weed and prune as necessary.
- e) Gary Hall (Governor Drive) – 2 rose beds and 4 trees. Replenish pine straw twice per year. Fertilize annually. Weed and prune as necessary.
- f) Cunningham Hall (Governor Drive) – On the courtyard entrance side of the building, there are 2 rose beds. On the patio entrance side of the building, there are flower beds and planters. Replenish pine straw twice per year. Fertilize annually. Weed and prune as necessary.
- g) Computer Technology Center (CTC) (Governor Drive) – 4 flowers beds. Replenish pine straw twice per year. Fertilize annually. Weed and prune as necessary.
- h) Wallace Hall (Wallace Drive entrance circle) – Flowers beds are located on all sides of the building. Replenish pine straw twice per year. Fertilize annually. Weed and prune as necessary.
- i) Phillip J. Hamm Library (Bencze Drive) – Flowers beds are located on the front and sides of the building. Replenish pine straw twice per year. Fertilize annually. Weed and prune as necessary.
- j) Courtyard – Boxes around trees, groundcover, and small flowers beds. Replenish pine straw twice per year. Fertilize annually. Weed and prune as necessary.
- k) Center for Academic Success (CAS) – Small bushes and flowers beds on all sides of the building. Replenish pine straw twice per year. Fertilize annually. Weed and prune as necessary.
- l) Heersink Family Health Science Building – This building landscaping is currently serviced by another company through grants awarded to the College. However, we have listed an option to include the

Heersink Building on the bid letter portion in the event that we need landscaping services to this building added in the future.

2. Pine straw replenishment:

The contractor shall replenish pine straw on the ornamental planting beds with long leaf pine straw equal to or exceeding that sold by Honeybee Farms, Dothan, AL. Pine straw shall be baled, clean cut and free of trash or other damaging material. Beds are to be replenished twice annually under the basic terms of the contract during late July and December. Any additional replenishment for special occasions or weather damage correction will be handled as bid in the "Additional Services" section of the bid contract. Replenishment under the "Additional Services" section will depend on events at the College but will normally average twice a year. Contractor shall install a minimum of 475 standard bales with each replenishment.

3. Service levels:

The College recognizes 2 distinct service level periods in the contract requirements. The "Winter Period" is considered to be from October 1st to March 1st annually when most ornamental plants, trees and shrubs are in a dormant condition. The "Growing Period" is considered to be from March 2nd to September 30th annually and is the period of highest activity in the contract. While it is the contractor's sole responsibility to plan and schedule landscaping activities to maintain and improve the grounds, the College experience is that once per week services during the growing period and once every 2 weeks services during the winter period are minimum.

4. Additional/replacement plants, trees and shrubs:

The contractor will recommend additional or replacement plants, trees and/or shrubs to the College. Upon agreement of type, location, and number of plants to be added, the College will issue a purchase order to obtain the plants at its expense. The contractor will plant, fertilize, water and establish the new plants as part of the basic contract services. New/replacement plant acquisitions have averaged approximately \$2,000 annually.

5. Watering:

College personnel will generally operate and maintain the sprinkler and irrigation systems used to maintain ornamental landscaping and planting beds. The contractor is expected to offer professional advice to College personnel as to the scheduling and duration of watering intervals. The contractor is also responsible for watering new plantings as described in the paragraph above. The contractor is also expected to provide installation of new irrigation systems and repairs to existing irrigation systems as necessary and requested by the College. The College's Director of Maintenance will inspect and approve all new irrigation system installations prior to ground closure.

6. Maintenance of planted areas:

The contractor is expected to trim, weed, prune and clean planted areas in such a manner as to maintain and improve the appearance and quality of ornamental landscaping. This includes removing any trash, debris, tree limbs or dead plants found in the beds.

F. 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. Additional services price will only be used as a "tie breaker" in the case of equal bids.

- 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 | 40% |
| 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. Review for item (b) 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.

G. CONTRACT ADMINISTRATION

1. Payment:

While the contract will be awarded on a base period and option period basis, payment will be made monthly after performance after submission of an invoice by the contractor. During the base period year, the monthly invoiced amount should be the base period amount divided by 12 months. If the option periods are accepted by both parties, the monthly invoiced amount during the option periods should be the current option period amount divided by 12 months.

2. Option years:

Each option year will be exercised independently. The College will inform the contractor of their intent regarding option periods by July 15th of each year. The contractor agrees to respond by August 1st of each year accepting or declining the option period. If either party declines to exercise the option period, services shall continue at the stated price until September 30th of the respective year.

H. 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.

I. RIGHT TO AWARD

The College reserves the right to award this contract or any portion of this contract to a successful bidder, to negotiate with any or all bidders, to reject, accept and/or reconcile technical errors and to make any other decision which is considered in the best interest of the College in accordance with the provisions of The Code of Alabama 1975, Title 41, Chapter 16, Public Contracts. This contract will not be awarded solely on the basis of lowest price offered, but on the best overall value and performance for 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 →

NORTH

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) |





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
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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
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OVER

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

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

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

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

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

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
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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:

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	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.